

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

Mr. Ernest "Mo" Morrison, President
Mrs. Veronica Robles-Solis, Clerk
Mr. Denis O'Leary, Member
Mr. Albert "Al" Duff Sr., Member
Mrs. Ana Del Rio-Barba, Member

ADMINISTRATION

Dr. Cesar Morales
Superintendent
Dr. Jesus Vaca
Assistant Superintendent,
Human Resources & Support Services
Dr. Catherine Kawaguchi
Assistant Superintendent,
Educational Services
Ms. Lisa Cline
Assistant Superintendent,
Business & Fiscal Services

AGENDA #6 REGULAR BOARD MEETING

Wednesday, October 15, 2014

5:00 p.m. Study Session

Closed Session To Follow

7:00 PM - Regular Board Meeting

Call to Order: _____

Members Present: _____

Members Absent: _____

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

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

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

www.oxnardsd.org

OPIE TV – Channel 20 &
Verizon FIOS - Channel 37



Vision:

Empowering All Children to Achieve Excellence

Mission:

Ensure a culturally diverse education for each student in a safe, healthy and supportive environment that promotes self-discipline, motivation and excellence in learning.



Visión:

Fortaleciendo a Todos los Alumnos para que Logren la Excelencia

Misión:

Asegurar una educación culturalmente diversa para cada alumno en un ambiente seguro, saludable y propicio que fomente la autodisciplina, motivación y la excelencia en el aprendizaje.

Section A PRELIMINARY

A.1 Call to Order and Roll Call

5:00 PM

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

A.2 Pledge of Allegiance to the Flag

Mrs. Ramona Villavicencio, Principal at Lemonwood School, will introduce Ailanie Herrera and Andres Padilla both 2nd graders in Mrs. Canchola's class; who will lead the audience in the Pledge of Allegiance.

A.3 District's Vision and Mission Statements

The District's Vision and Mission Statements will be read by students from Lemonwood School.

A.4 Presentation by Lemonwood School Staff

Mrs. Villavicencio will provide a short presentation to the Board regarding her campus. Following the presentation President Morrison will present a token of appreciation to the students that participated in the Board Meeting.

A.5 Adoption of Agenda (Superintendent)

Moved:
Seconded:

ROLL CALL VOTE:

Del Rio-Barba __, Duff __, O'Leary __, Robles-Solis __, Morrison __

A.6 Study Session – Report on Living Wage (Cline)

The administration will provide a report regarding Living Wage.

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

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

A.8 Closed Session

The Board of Trustees will convene to closed session for the following items:

1. Pursuant to Section 54956.9(d)(2) of *Government Code*:
 - Conference with Legal Counsel – Anticipated Litigation
 - Conference with Legal Counsel – Existing Litigation
2. Pursuant to Section 48916 of the *Education Code* the Board will consider student matters including:
 - Consideration of Expelling Student(s) from the Oxnard School District

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

Section A
PRELIMINARY
(continued)

A.8 Closed Session (continued)

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

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

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.

A.11 Approval of Minutes

It is recommended that the Board approve the minutes of regular and special board meetings, as submitted:

- August 20, 2014, regular meeting
- August 23, 2014, special meeting
- September 3, 2014, regular meeting
- September 17, 2014, regular meeting
- October 1, 2014, regular meeting

Notes:
Moved:
Seconded:

2013-14 Board Meetings

- August 21, 2013, regular meeting

ROLL CALL VOTE:

Del Rio-Barba __, **Duff** __, **O’Leary** __, **Robles-Solis** __, **Morrison** __

A.12 Introduction of New Manager (Dr. Morales)

Administration will introduce the following new employee to the Oxnard School District to the Board of Trustees:

- Mr. Henry Pio, Energy Manager

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

Section B HEARINGS/PUBLIC COMMENT

B.1 Public Comment/Opportunity for Members of the Public, Parents, PTA/PTO, to Address the Board (3 minutes each speaker)

Members of the public may address the Board on any matter within the Board's jurisdiction and have three (3) minutes each to do so. The total time of each subject will be fifteen (15) minutes, unless additional time is requested by a Board Member and approved by the Board. The Board may not deliberate or take action on items that are not on the agenda. The President is in charge of the meeting and will maintain order, set the time limits for the speakers and the subject matter, and will have the prerogative to remove any person who is disruptive of the Board meeting. This meeting is being video-recorded and televised.

Persons addressing the board during the consideration of an agenda item will be called to address the board prior to any presentation or consideration of the item by the Board. At the conclusion of the public comment on the item, the Board will hear the District's presentation on the matter. Board deliberation and action, if any, will follow the District's presentation. Once the public comments are presented, the board will only take comments from the public at the discretion of the Board President.

The Board particularly invites comments from parents of students in the District.

We will now read the names of the individuals who have submitted Speaker Request Forms to address the Board.

B.1 Comentarios Públicos/Oportunidad para que los Miembros de la Audiencia, los Padres, el PTA/PTO se dirija a la Mesa Directiva (3 minutos para cada ponente)

Los miembros del público pueden dirigirse a la Mesa Directiva sobre cualquier asunto dentro de la jurisdicción de la Mesa Directiva y cada uno limitar sus comentarios a tres (3) minutos. El tiempo total de cada asunto será de quince (15) minutos, a menos que, un miembro de la Mesa Directiva determine extender el tiempo y que éste sea aprobado por la Mesa Directiva. La Mesa Directiva no podrá deliberar o tomar alguna acción sobre los asuntos que no aparezcan en la agenda. El presidente dirige la junta y mantendrá el orden, establece el tiempo límite para los presentadores, el tema del asunto y tendrá la facultad de retirar a cualquier persona que cause un desorden en la sesión de la junta. Esta junta está siendo grabada y televisada.

Las personas que quieran dirigirse a la Mesa Directiva durante la consideración de un asunto de la agenda serán llamadas para dirigirse a la Mesa Directiva antes de cualquier presentación o consideración de un asunto por la Mesa Directiva. Al concluir el período de los comentarios públicos sobre un asunto, la Mesa Directiva escuchará la presentación del Distrito con respecto al tema. La deliberación y la resolución determinada por la Mesa Directiva, si se presenta alguna, procederá después de la presentación del Distrito. Una vez que los comentarios públicos hayan sido presentados, la Mesa Directiva únicamente aceptará los comentarios por parte del público a discreción del presidente de la Mesa Directiva.

La Mesa Directiva invita en particular a los padres de los alumnos del Distrito para que expresen sus comentarios.

A continuación leeremos los nombres de las personas quienes han entregado las Formas de Petición para Dirigirse a la Mesa Directiva.

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

Section C CONSENT AGENDA

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

Notes:
Moved:
Seconded:

ROLL CALL VOTE:

Del Rio-Barba __, Duff __, O’Leary __, Robles-Solis __, Morrison __

C.1 Agreements

It is recommended that the Board approve the following agreements:	Dept/School
<ul style="list-style-type: none"> ▪ Amendment #1 to Agreement #14-07 with Diane Turini-Mize, LMFT, SEP, to provide 12 additional hours per month to provide support for School Counselors, School Counselor Cohorts, and Outreach Consultants for the 2014-15 school year; original contract was \$80,000.00, Amendment #1 is for \$12,000.00, for a total contract amount of \$92,000.00, to be paid with Medi-Cal Funds; 	Kawaguchi/ Phipps
<ul style="list-style-type: none"> ▪ Amendment #1 to Agreement #14-14 with Ventura County Office of Education, Department of Curriculum and Instruction, to provide additional support with the math pilot process and CCSS math implementation for the 2014-15 school year; original contract was \$254,200.00, Amendment #1 is for \$51,590.00, for a total contract amount of \$305,790.00, to be paid with Common Core Funds; 	Kawaguchi/ Driver
<ul style="list-style-type: none"> ▪ #14-131 with Oxnard School District Education Foundation, to assist in implementing a pilot program for music instruction in Grades TK-5 at seven (7) district schools during 2014-15; at no cost to the District; 	Kawaguchi
<ul style="list-style-type: none"> ▪ #14-136 with Controltec Inc., to provide software and support to implement the CenterTrack childcare management system for the purpose of reporting to the California Department of Education – Child Development Division; amount not to exceed \$2,730.00, to be paid with State Preschool Funds; 	Kawaguchi/ Driver
<ul style="list-style-type: none"> ▪ #14-137 with Butte County Office of Education/California Mini-Corps, to provide tutors for Migrant students for the 2014-2015 fiscal year; at no cost to the District; 	Kawaguchi/ Arellano
<ul style="list-style-type: none"> ▪ #14-139 with Channel Islands Maritime Museum, to assist with transportation costs for field trips to the museum; amount not to exceed \$3.00 per student, any fees incurred will be charged to end user’s budget; 	Kawaguchi/ Driver
<ul style="list-style-type: none"> ▪ #14-140 with El Centrito Family Learning Centers, to offer education information workshops and parent involvement services to parents with children attending OSD, October 16, 2014 through June 30, 2015; at no cost to the District. 	Kawaguchi/ Driver

C.2 Ratification of Agreements

It is recommended that the Board approve the following ratifications:	Dept/School
<ul style="list-style-type: none"> ▪ Amendment #1 to Agreement #14-48 with Assistance League Non-Public School, to provide additional services for one (1) preschool student, August 2014 through July 2015, including Extended School Year; original contract was \$61,740.00, Amendment #1 is for \$8,820.00, for a total contract amount of \$70,560.00, to be paid with Special Education Funds; 	Kawaguchi/ Phipps

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

Section C
CONSENT AGENDA
(continued)

C.2 Ratification of Agreements (continued)

It is recommended that the Board approve the following ratifications:	Dept/School
▪ #14-138 with Rio School District for OSD to provide SCP/1:1 Paraprofessional Services for student JT061404 for the 2014-2015 school year, including Extended School Year; amount not to exceed \$24,082.59, to be reimbursed to the OSD.	Kawaguchi/ Phipps

C.3 Approval of Work Authorization Letter (WAL) #002 for Project 3 – Lemonwood ES Preconstruction Geotechnical per Master Agreement #13-124 with Construction Testing & Engineering Inc.

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Executive Director of Facilities Planning, Engineering & Operations, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve WAL #002 for Project 3 – Lemonwood ES Preconstruction Geotechnical per Master Agreement #13-124 with Construction Testing & Engineering Inc., for a lump sum fixed fee of \$9,500.00, to be paid with Measure “R” Bond Funds.	Dept/School Cline/ Gutierrez/ CFW
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C.4 Approval of Work Authorization Letter (WAL) #003 for Asbestos, Lead, and Hazardous Materials Survey, Testing, and Monitoring at Project 1 – Kindergarten & Science Reconfiguration per Master Agreement #13-136 with ENCORP

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Executive Director of Facilities Planning, Engineering & Operations, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve WAL #003 to Master Agreement #13-136 with ENCORP for asbestos, lead and hazardous materials testing, survey, and monitoring services for Project 1 – Kindergarten & Science Reconfiguration modernization; for a lump sum fixed fee of \$7,520.00, to be paid with Measure “R” Bond Funds.	Dept/School Cline/ Gutierrez/ CFW
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C.5 Appointment of Representatives To Fill Vacancies – Measure “R” Bond Oversight Committee

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services that the Board of Trustees make a determination regarding the appointment of Mrs. Jeanette Padilla as the senior citizen’s representative on the Measure “R” Bond Oversight Committee.	Dept/School Cline
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C.6 Approval of the 2014-15 Quarterly Report on Williams Uniform Complaints

It is the recommendation of the Assistant Superintendent, Human Resources and Support Services that the Board of Trustees approve the Quarterly Report on Williams Uniform Complaints, first quarter, as presented.	Dept/School Vaca
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C.7 Report on 2006 Bond Construction Budget

Attached for the Board’s information is the district’s current November 2006 Bond Budget Report, as of Friday, October 3, 2014.	Dept/School Cline
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Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

Section C
CONSENT AGENDA
 (continued)

C.8 Purchase Order/Draft Payment Report #14-03

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Purchasing that the Board of Trustees approve the Purchase Order/Draft Payment Report #14-03, as submitted.	Dept/School Cline/ Franz
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C.9 Expenditure Transfer Report #14-02

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Finance that the Board of Trustees approve the Expenditure Transfer Report #14-02, as submitted.	Dept/School Cline/ Penanhoat
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C.10 Establish/Abolish/Reduce/Increase Hours of Positions

It is recommended that the Board approve the establishment, abolishment or reduction in hours for classified positions, as submitted.	Dept/School Koch
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C.11 Personnel Actions

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

Section D
ACTION ITEMS

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

D.1 Request For Approval of Resolution #14-13 – Authorizing General Obligation Bonds, Election Of 2012, Series C (Cline/Penanhoat)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Finance that the Board of Trustees consider approval of Resolution #14-13 of the Board of Trustees of the Oxnard School District authorizing the Issuance of the General Obligation, Election of 2012, Series C Bonds and authorizing related documents and actions.

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

ROLL CALL VOTE:

Del Rio-Barba __, Duff __, O’Leary __, Robles-Solis __, Morrison __

D.2 Approval of Notice of Completion, Ritchen/Sierra Linda Remodel Preschool Project, Bid #13-01 (Gutierrez)

It is the recommendation of the Executive Director of Facilities Planning, Engineering and Operations that the Board of Trustees approve the Notice of Completion and filing of such notice with the County Recorders’ Office, for Bid #13-01, Ritchen/Sierra Linda Remodel Preschool Project with Ardalan Construction Company Inc.

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

ROLL CALL VOTE:

Del Rio-Barba __, Duff __, O’Leary __, Robles-Solis __, Morrison __

D.3 Approval of Notice of Completion, Flooring Project – Various Sites, Bid #13-03 (Gutierrez)

It is the recommendation of the Executive Director of Facilities Planning, Engineering and Operations that the Board of Trustees approve the Notice of Completion and filing of such notice with the County Recorder’s Office, for Bid #13-03, Flooring Project – Various Sites with Reliable Floor Covering Inc.

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

ROLL CALL VOTE:

Del Rio-Barba __, Duff __, O’Leary __, Robles-Solis __, Morrison __

D.4 Consideration of Restoration of Director, English Learner Services to Executive Director, English Learner Services (Dr. Morales)

It is recommended that the Board approve the restoration of the Director of English Learners Services position to Executive Director of English Learner Services.

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

ROLL CALL VOTE:

Del Rio-Barba __, Duff __, O’Leary __, Robles-Solis __, Morrison __

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

Section E
REPORTS/DISCUSSION ITEMS
(These are presented for information or study only,
no action will be taken.)

E.1 Public Labor Agreement (PLA) Information Session 2 of 2 (Dr. Morales)

The Board of Trustees will receive a report from the Tri-Counties Building & Construction Trades Council and LiUNA in regards to Public Labor Agreement (PLA).

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

Section F
BOARD POLICIES

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

No Board Policies will be reviewed at this Board Meeting.

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

**Section G
CONCLUSION**

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

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

Notes:

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

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

Notes:

ADJOURNMENT

Moved:
Seconded:
Vote:

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

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 10/15/14

STUDY SESSION X
CLOSED SESSION _____
SECTION A: PRELIMINARY _____
SECTION B: HEARINGS _____
SECTION C: CONSENT _____
SECTION D: ACTION _____
SECTION E: REPORTS/DISCUSSION _____
SECTION F: BOARD POLICIES 1ST Reading _____ 2nd Reading _____

PRESENTATION ON LIVING WAGE (Cline)

The administration will provide a report regarding Living Wage.

FISCAL IMPACT

None.

RECOMMENDATION

None – Information only.

ADDITIONAL MATERIAL

Attached: Living Wage Report (9 pages)



LIVING WAGE REPORT

Presented October 15, 2014

Living Wage Resolution

2

- Resolution # 08-05 was unanimously adopted on September 17, 2008 and specified the following:
 - ▣ Effective July 1, 2009, a “living wage” will be established in the Oxnard School District that is equal to a minimum of \$10.12 per hour;
 - ▣ An employee of the District eligible for the minimum “living wage” level shall be defined as a full-time or part-time employee, regardless of the number of hours per week worked. Those that would be considered ineligible for this benefit would include: student workers, substitutes, interns, consultants, contract labor or volunteers;

Living Wage Resolution (continued)

3

- This practice will be reviewed annually by the Board of Trustees;
- The District, through the appropriate collective bargaining sessions and procedures and consistent with the state law shall, within no more than one year, negotiate and implement collective bargaining agreements that provide for a living wage for all District employees as defined herein;
- This resolution shall not be interpreted in such a way as to call for any decreases in District employee wages;

Living Wage Resolution (continued)

4

At the time the resolution was adopted, the District had 5 categories of positions that were affected. They were Substitute Custodial, Substitute Clerical, Substitute Instructional Assistants, Substitute Cafeteria Workers and Campus Assistants. A total of 251 employees were in these categories.

Current Employees

5

- Currently the District has no categories of positions that are affected at a rate of \$10.12 per hour.
- The closest rate of pay is a Campus Assistant that earns \$10.69 per hour.

Current Living Wage

6

The current living wage rate for Ventura County, California is \$12.17 per hour.

The District currently only has one category of position that is paid below that rate – Campus Assistants, at \$10.69 per hour.

Currently the District employs 190 Campus Assistants. Assuming that they work an average of 3.5 hours per day for 180 days, the cost to increase their pay to \$12.17 per hour would be \$177,156 annually.

Other Considerations

7

- AB1522 “Healthy Workplaces, Healthy Families Act of 2014”. Allows for 3 days of paid sick leave a year for all employees, if certain work hour criteria are met. This bill goes into effect July 1, 2015.
- The Affordable Care Act (ACA). This requires employers to offer health insurance to any employee that works an average of 30 hours per week during a specified look-back period. This goes into effect January 2015.

Next Steps

8

- At Board direction, District staff would bring back a revised resolution to include the new living wage amount.

Questions?



Regular Board Meeting
August 20, 2014

The Board of Trustees of the Oxnard School District met in regular session at 5:00 p.m. on Wednesday, August 20, 2014, at the Educational Service Center.

CALL TO ORDER

A roll call of the Board was conducted. Present were Presiding President Veronica Robles-Solis, and Trustees Albert Duff Sr., Ana Del Rio-Barba, Denis O’Leary and Veronica Robles-Solis. President Ernest “Mo” Morrison was absent due to a previous commitment. Staff members present were District Superintendent Dr. Cesar Morales, Assistant Superintendents Dr. Catherine Kawaguchi, Lisa Cline, Dr. Jesus Vaca; and Sylvia Carabajal, executive assistant.

ROLL CALL

Madelynn Whitt, 8th grader at Fremont Middle School led the audience in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Jonathon Bustamante, 8th grader at Fremont Middle School read the District’s Mission & Vision Statement.

DISTRICT’S MISSION & VISION STATEMENT

Principal Brisbine presented a PowerPoint showing preparation for the first day of school and the project construction that happened this summer. As well as the Web Program Orientation that was prepared by 80 students and 5 staff members during the summer.

FREMONT MIDDLE SCHOOL PRESENTATION

A.4 Changes to the agenda were noted:

- Under Consent Agenda, C.1 – Agreements, #14-78 with Gold Coast K9 was moved to D.8 for discussion at the request of Trustee O’Leary;
- Under Consent Agenda, C.11 – Ratification of Agreements for SES Providers for 2014-2015 was moved to D.9 for discussion at the request of Trustee O’Leary.

ADOPTION OF THE AGENDA

On motion by Trustee Del Rio-Barba, seconded by Trustee Duff and carried unanimously on a roll call vote of 4-0; the Board adopted the agenda, as amended.

ANNOUNCEMENT PRIOR TO CLOSED SESSION August 20, 2014:

After any public comments on the Closed Session agenda items, the Board will be recessing to Closed Session to consider the following:

No one addressed the Board on the closed session agenda.

PUBLIC COMMENT CLOSED SESSION

Firstly, for CONFERENCE WITH LEGAL COUNSEL under *Government Code*, Section 54956.9,

- ANTICIPATED LITIGATION: 2 cases

Secondly, for CONFERENCE WITH LABOR NEGOTIATORS under *Government Code Sections* 54957.6 and 3549.1.

The District negotiator is the Assistant Superintendent of Human Resources & Support Services and the employee organizations are OEA, OSSA, CSEA; and all unrepresented personnel – administrators, classified management, confidential.

Finally, under *Government Code 54957 and Education Code 44943* for:

- PUBLIC EMPLOYEE(S) DISCIPLINE/DISMISSAL/RELEASE
- PUBLIC EMPLOYEE(S) REASSIGNMENT/APPOINTMENT:
 - Principal(s)
 - Manager, Special Education

Trustees convened to closed session at 5:12 p.m. until approximately 6:45 p.m. to discuss items on the closed session agenda. CLOSED SESSION

Presiding President Robles-Solis reported the Board took the following action in closed session: REPORT ON
CLOSED SESSION
(Motion #14-20)

- On motion by Trustee Del Rio-Barba, seconded by Trustee O’Leary and carried on a roll call vote of 4-0, President Morrison was absent; the Board of Trustees appointed Nadia Villapudua to the position of Manager, Special Education.
- On motion by Trustee O’Leary, seconded by Trustee Del Rio-Barba and carried on a roll call vote of 4-0, President Morrison was absent; the Board of Trustees appointed Dr. Marlene Breitenbach and Tammy Thompson Kapp to the position of Principal. (Motion #14-21)

A.9 Dr. Morales presented the following new administrators to the Oxnard School District and employees to new positions to the Board of Trustees: INTRODUCTION OF
NEW
ADMINISTRATORS

- Dr. Jairo Arellano, Director of English Learner Services
- Brasilia Perez, Principal at Chavez School
- Greg Brisbine, Principal at Fremont Middle School
- Erica Ultreras, Assistant Principal at Fremont Middle School
- Dr. Liam Joyce, Principal at Frank Middle School
- Derek Olson, Assistant Principal at Frank Middle School
- Elizabeth Becerra, Assistant Principal at Haydock Middle School
- Jona Moorghen, Assistant Principal at Haydock Middle School
- Bertha Anguiano, Principal at Ritchen School
- Pablo Ordaz, Assistant Principal at Rose Avenue School
- Dr. Naomi Cortez, Assistant Principal at Soria School

B.1 Presiding President Robles-Solis read the Rules for Individual Presentations in English and Spanish. RULES FOR
PRESENTATIONS

No one addressed the Board during public comment. PUBLIC COMMENT

The following items on the consent agenda were approved on motion of Trustee Del Rio-Barba seconded by Trustee Duff, and carried on a roll call vote of 4-0, as presented. CONSENT AGENDA
(Motion #14-22)

C.1 Approved the following agreements: (Agreements)

- Amendment #2 to Agreement #11-156 with Nigro & Nigro PC, to provide audit services for fiscal years 2014-15, 2015-16, and 2016-17; amount not to exceed \$181,900.00 for a three (3) year period, to be paid with General Funds;
- #14-44 with Summit View School, to provide nonpublic school services for student JJ121301 for 2014-2015 school year, excluding extended school year; amount not to exceed \$31,325.40, to be paid with Special Education Funds;

- #14-45 with Casa Pacifica School, to provide nonpublic school services for student ZH020603 for the 2014-15 school year, including extended school year; amount not to exceed \$36,400.00, to be paid with Special Education Funds;
- #14-46 with Casa Pacifica School, to provide nonpublic school services for student #AH112906 for the 2014-15 school year, including extended school year; amount not to exceed \$36,400.00, to be paid with Special Education Funds;
- #14-47 with Casa Pacifica School, to provide nonpublic school services for student #YL091600 for the 2014-15 school year, including extended school year; amount not to exceed \$36,400.00, to be paid with Special Education Funds;
- #14-48 with Assistance League School, to provide nonpublic school services for seven (7) Pre-Kindergarten students for the 2014-15 school year, including extended school year; amount not to exceed \$61,740.00, to be paid with Special Education Funds;
- #14-49 with Assistance League School, to provide nonpublic school services for eight (8) Kindergarten students for the 2014-15 school year, including extended school year; amount not to exceed \$75,360.00, to be paid with Special Education Funds;
- #14-50 with Ventura County Office of Education, to provide exceptional services to special education students that consist of support from Special Circumstances Paraeducators (SCP's) for the 2014-15 school year, including extended school year; amount not to exceed \$380,894.23, to be paid with Special Education Funds;
- *#14-78 with Gold Coast K9 was moved to Action Agenda D. for discussion, Gold Coast K9 moved to D.8*
- #14-79 with Big Brothers Big Sisters of Ventura County, to provide a professional program manager at Chavez School to implement evidenced-based Site Based Mentoring Program, August 21, 2014 through June 30, 2015; at no cost to the District;
- #14-80 with PDAP of Ventura County Inc., to provide group substance abuse counseling sessions based on the needs and requests of the District, August 21, 2014 through June 30, 2015, at no cost to the District;
- #14-81 with School on Wheels Inc., to provide one-on-one tutoring to identified homeless students in grades K-8 at designated schools, August 21, 2014 through June 18, 2015; at no cost to the District;
- #14-82 with FOOD Share Inc., to present and share information about their program at school sites to educate parents on services provided and how to obtain them, August 21, 2014 through June 30, 2015; at no cost to the District;
- #14-83 with The Coalition for Family Harmony, to provide education groups on dating violence prevention to identified students at the middle schools, August 21, 2014 through June 30, 2015, at no cost to the District;
- #14-84 with City Impact, to provide Marriage, Family Therapist Interns to provide mental health services as requested by the parent/guardian to clients attending particular schools in the district, August 21, 2014 through June 30, 2015; at no cost to the District;
- #14-85 with Passageway School, to provide nonpublic school services for student #AH080202 for the 2014-15 school year, including extended school year; amount not to exceed \$40,199.52, to be paid with Special Education Funds;

- #14-97 with Santa Barbara/Ventura Counties Dental Care Foundation, to provide dental care education workshops for parents and children, dental screening and follow-up referrals for OSD State Preschool, NfL and other partner agency preschool program students, August 21, 2014 through June 30, 2015; at no cost to the District;
- #14-98 with Mixteco/Indigena Community Organizing Project (MICOP), to provide case management, resource & referral services specifically to the Mixteco community, August 21, 2014 through June 30, 2015; amount not to exceed \$89,698.00, to be paid with First 5/Oxnard Neighborhood for Learning Funds;
- #14-99 with Mixteco/Indigena Community Organizing Project (MICOP), to provide Aprendiendo con Mama y Papa workshops, August 21, 2014 through June 30, 2015; amount not to exceed \$15,291.00, to be paid with First 5/Oxnard Neighborhood for Learning Funds;
- #14-100 with Continuing Development Inc., to provide the Harrington NfL Preschool Program, August 21, 2014 through June 30, 2015; amount not to exceed \$255,701.00, to be paid with First 5/Oxnard Neighborhood for Learning Funds;
- #14-101 with El Centrito Family Learning Centers, to provide School Readiness NfL Preschool Program, August 21, 2014 through June 30, 2015; amount not to exceed \$176,472.00, to be paid with First 5/Oxnard Neighborhood for Learning Funds;
- #14-102 with El Centrito Family Learning Centers, to provide the Ramona NfL Preschool Program, August 21, 2014 through June 30, 2015; amount not to exceed \$170,472.00, to be paid with First 5/Oxnard Neighborhood for Learning Funds;
- #14-103 with El Centrito Family Learning Centers, to provide Mis Padres y Yo workshops, August 21, 2014 through June 30, 2015; amount not to exceed \$17,500.00, to be paid with First 5/Oxnard Neighborhood for Learning Funds;
- #14-104 with Oxnard Union High School District, to provide opportunities for Oxnard School District students to work toward a “Seal of Biliteracy” that recognizes and encourages linguistic proficiency and cultural literacy, August 21, 2014 through June 30, 2015, at no cost to the District.
- #14-106 with 360 Degree Customer Inc., to provide direct speech and language therapy services to the district, September 2, 2014 through December 19, 2014; amount not to exceed \$85.00 per hour, to be paid with restricted Special Education Funds, Teacher Substitute account;
- #14-107 with Camarillo Hospice, to provide grief support group sessions for the Oxnard School District to individuals and families facing a life-limiting illness and/or grieving the loss of a loved one, August 21, 2014 through June 30, 2015, at no cost to the District;
- #14-110 with Our Lady of Guadalupe Private School, in reference to allocated Title III Funding, OSD is required to serve EL students enrolled in private schools upon request from administration of that private school; Title III allocation to Our Lady of Guadalupe is \$2,609.00;
- #14-111 with St. Anthony’s Private School, in reference to allocated Title III Funding, OSD is required to serve EL students enrolled in private schools upon request from administration of that private school; Title III allocation to St. Anthony’s is \$1,758.00;
- #14-112 with Santa Clara Private School, in reference to allocated Title III Funding, OSD is required to serve EL students enrolled in private schools upon request from administration of that private school; Title III allocation to Santa Clara is \$1,701.00;

- #14-113 with Action Preparedness Training, to provide CPR training and First Aid Training to teachers and support staff as needed for the 2014-2015 school year; amount not to exceed \$45.00 per person, total amount not to exceed \$6,500.00, to be paid with General Funds.

C.2 Ratified the following agreements:

(Ratification of Agreements)

- #14-89 with California Department of Education – Child Development Division Contract #CSPP-4629 July 1, 2014 through June 30, 2015; amount not to exceed \$1,082,967.00 funded to OSD to operate State Preschool Program;
- #14-90 with Hueneme School District for Oxnard School District to provide Deaf and Hard of Hearing Services to student VH121010 for the 2014-15 school year, including extended school year; Hueneme School District will reimburse Oxnard School District \$29,600.00 for providing these services;
- #14-91 with Ocean View School District for Oxnard School District to provide Deaf and Hard of Hearing Services for student JM060311 for the 2014-15 school year, excluding extended school year; Ocean View School District will reimburse Oxnard School \$26,640.00 for providing these services;
- #14-92 with Rio School District for Oxnard School District to provide Deaf and Hard of Hearing Services for student GE052610 for the 2014-15 school year, excluding extended school year; Rio School District will reimburse Oxnard School District \$26,640.00 for providing these services;
- #14-93 with Sandra A. Alexander, to provide AVT services to student MR090501, beginning July 1, 2014 through September 30, 2014; amount not to exceed \$2,240.00, to be paid with Special Education Funds;
- #14-94 with Hueneme School District for Oxnard School District to provide DHH Services for student RV071706 for the 2014-15 school year, including extended school year; Hueneme School District will reimburse Oxnard School District \$21,056.77 for providing these services;
- #14-95 with Pleasant Valley School District for Oxnard School District to provide DHH Services for student LA101809 for the 2014-15 school year, including extended school year; Pleasant Valley School District will reimburse Oxnard School District \$22,016.77 for providing these services;
- #14-96 with Simi Valley School District for Oxnard School District to provide DHH Services for student SF052208 for 2014-15 school year, including extended school year; Simi Valley School District will reimburse Oxnard School District \$21,056.77 for providing these services;
- #14-108 with Oxnard Performing Arts & Convention Center for use of facilities on Monday, August 18, 2014, SIP Day; amount not to exceed \$1,351.00, to be paid with unrestricted General Funds;
- #14-109 with Ventura County Arts Council, to provide Artist in the Classroom Program at Marina West School, July 1, 2014 through June 30, 2015; amount not to exceed \$11,250.00, to be paid out of Marina West Donation Fund;
- #14-114 with Ventura County Office of Education, to provide exceptional services for special education student RR012703 that consisted of support from Special Circumstances Paraeducators (SCP's) for the 2013-14 school year (May 2014 through July 2014), including extended school year; amount not to exceed \$10,467.47, to be paid with Special Education Funds.

- C.3 Approved Agreement/MOU #14-115 with the Ventura County Office of Education Region 17 to support designated Migrant Families in the District by providing a Migrant Education Program Recruiter for the period of October 1, 2014 to September 30, 2015 inclusive; amount not to exceed \$62,550 to be reimbursed to the OSD from VCOE. (Approval of Agreement/ MOU #14-115 – VCOE Migrant Services)
- C.4 Approved Resolution #14-07 with California Department of Education – Child Development Division Contract #CSPP-4629 for the purpose of providing child care and development services, and to authorize the designated personnel to sign contract documents for fiscal year 2014-15. (Approval of Resolution #14-07 – California Department of Education – Child Development Division Contract #CSPP-4629)
- C.5 Approved Resolution #14-08 to close the Oxnard School District Deferred Maintenance Fund (Fund 140). (Approval of Resolution #14-08 To Close Deferred Maintenance Fund (Fund 140))
- C.6 Received the information on the district’s current November 2006 Bond Budget Report, as of Thursday, August 7, 2014. (Report on 2006 Bond Construction Budget)
- C.7 Approved the Purchase Order/Draft Payment Report #14-01, as submitted. (Purchase Order/Draft Payment Report #14-01)
- C.8 Ratified The District’s submission of the 2014-2015 Consolidated Application for Funding. (Ratification of the District’s Submission of the 2014-2015 Consolidated Application For Funding)
- C.9 Approved WAL #002 to Master Agreement #13-123 with Koury Engineering & Testing, Inc., for Geotechnical Monitoring and Inspection Services for Project No. 4 – Harrington Reconstruction; for a lump sum fixed fee of \$60,014.00, to be funded with Measure “R” Funds. (Approval of WAL #002 for Geotechnical Monitoring and Inspection Services at Project No. 4 – Harrington Reconstruction per Master Agreement #13-123 with Koury Engineering)
- C.10 Approved WAL #003 to Master Agreement #13-135 with Cardno ATC for environmental consulting services for Project No. 3 – Lemonwood Reconstruction; for a lump sum fixed fee of \$39,934.00, to be funded with Measure “R” Funds. (Approval of WAL #003 for Environmental Consulting Services at Project No. 3 – Lemonwood Reconstruction per Master Agreement #13-135 with Cardno ATC)

C.11 Ratified of Agreements for Supplemental Educational Services (SES) Providers for 2014-2015 moved to Action Agenda Item D.9. for discussion.

(Ratification of Agreements for Supplemental Educational Services (SES) Providers for 2014-2015)

C.12 Approved the establishment, abolishment, reduction or increase in hours for classified positions:

(Established/Abolished/Reduced/Increased Hours of Positions)

Established:

- A five hour and forty five minute, 183 day Paraeducator III Bilingual, position number 6373, to be established in the Pupil Services department. This position will be established to meet the needs of our students.
- A five hour and forty five minute, 183 day Paraeducator III Bilingual, position number 6374, to be established in the Pupil Services department. This position will be established to meet the needs of our students.
- A five hour and forty five minute, 183 day Paraeducator III Bilingual, position number 6375, to be established in the Pupil Services department. This position will be established to meet the needs of our students.
- A five hour and forty five minute, 183 day Paraeducator II Bilingual, position number 6434, to be established in the Pupil Services department. This position will be established to meet the needs of our students.
- A five hour and forty five minute, 183 day Paraeducator II Bilingual, position number 6433, to be established in the Pupil Services department. This position will be established to meet the needs of our students.
- A five hour and forty five minute, 183 day Paraeducator II Bilingual, position number 6451, to be established in the Pupil Services department. This position will be established to meet the needs of our students.
- A six hour, 180 day NfL Family Liaison Bilingual, position number 6405, to be established in the Educational Services department. This position will be established to assist with family strengthening and early learning services.
- An eight hour, 246 day Secretary Bilingual, position number 6416, to be established in the Educational Services department. This position will be established to assist in the Enrollment Center.
- An eight hour, 203 day Office Assistant II Bilingual, position number 6447, to be established at Fremont school. This position will be established due to the increase in student enrollment.
- An eight hour, 180 day Outreach Specialist Bilingual, position number 6076, to be established at Frank school. This position will be established in accordance to the Districts LCAP plan.
- An eight hour, 180 day Outreach Specialist Bilingual, position number 6077, to be established at McKinna school. This position will be established in accordance to the Districts LCAP plan.
- A four hour, 246 day Custodian, position number 6448, to be established at Driffill school. This position will be established due to the increase in student enrollment.
- A four hour, 246 day Custodian, position number 6449, to be established at Lemonwood school. This position will be established due to the increase in student enrollment.
- A four hour, 246 day Custodian, position number 6450, to be established at San Miguel school. This position will be established due to the increase in student enrollment.

- A five hour, 185 day Child Nutrition Worker, position number 6412, to be established at Chavez school. This position will be established due to the increase in student enrollment.
- A five hour, 185 day Child Nutrition Worker, position number 6411, to be established at Chavez school. This position will be established due to the increase in student enrollment.
- A five hour, 185 day Child Nutrition Worker, position number 6410, to be established at Curren school. This position will be established due to the increase in student enrollment.
- A five hour, 185 day Child Nutrition Worker, position number 6409, to be established at Curren school. This position will be established due to the increase in student enrollment.
- A five hour, 185 day Child Nutrition Worker, position number 6408, to be established at Lemonwood school. This position will be established due to the increase in student enrollment.
- A five and a half hour, 185 day Child Nutrition Worker, position number 6407, to be established at Lemonwood school. This position will be established due to the increase in student enrollment.

Abolished:

- A six hour, 183 day Instructional Assistant SDC Bilingual, position number 1881, to be abolished in the Pupil Services department. This position will be abolished due to lack of work.
- A five hour, 183 day Instructional Assistant SH, position number 2345, to be abolished in the Pupil Services department. This position will be abolished due to lack of work.
- A five hour, 183 day Instructional Assistant SDC Bilingual, position number 2201, to be abolished in the Pupil Services department. This position will be abolished due to lack of work.
- A five and a half hour, 183 day Paraeducator III, position number 2269, to be abolished in the Pupil Services department. This position will be abolished due to lack of work.

Increased:

- A five and a half hour, 183 day Paraeducator III, position number 2142, to be increased to five hours and forty five minutes in the Pupil Services department. This position will be increased to meet the needs of our students.
- A five and a half hour, 183 day Paraeducator II, position number 2114, to be increased to five hours and forty five minutes in the Pupil Services department. This position will be increased to meet the needs of our students.
- A five and a half hour, 183 day Paraeducator II, position number 1951, to be increased to five hours and forty five minutes in the Pupil Services department. This position will be increased to meet the needs of our students.
- A five hour, 185 day Child Nutrition Worker, position number 2615, to be increased to five and a half hours in the Child Nutrition Services department. This position will be increased due to the increase in student enrollment.
- A four hour, 185 day Child Nutrition Worker, position number 2139, to be increased to four and a half hours at Curren school. This position will be increased due to the increase in student enrollment.
- A four and a half hour, 185 day Child Nutrition Worker, position number 1894, to be increased to five and a half hours at Chavez school. This position will be increased due to the increase in student enrollment.

- A four and a half hour, 185 day Child Nutrition Worker, position number 2616, to be increased to five and a half hours at Chavez school. This position will be increased due to the increase in student enrollment.
- A four hour, 246 day Custodian, position number 2542, to be increased to eight hours at Haydock school. This position will be increased due to the increase in student enrollment.
- A four hour, 246 day Custodian, position number 2539, to be increased to eight hours at Chavez school. This position will be increased due to the increase in student enrollment.
- A four hour, 246 day Custodian, position number 840, to be increased to eight hours at Curren school. This position will be increased due to the increase in student enrollment.
- A six hour, 180 day Outreach Specialist Bilingual, position number 2561, to be increased to eight hours at Brekke school. This position will be increased in accordance to the Districts LCAP plan.
- A six hour, 180 day Outreach Specialist Bilingual, position number 962, to be increased to eight hours at Driffill school. This position will be increased in accordance to the Districts LCAP plan.
- A six hour, 180 day Outreach Specialist, position number 2859, to be increased to eight hours in the Educational Services department. This position will be increased in accordance to the Districts LCAP plan.
- A six hour, 180 day Outreach Specialist Bilingual, position number 1738, to be increased to eight hours at Elm school. This position will be increased in accordance to the Districts LCAP plan.
- A six hour, 180 day Outreach Specialist Bilingual, position number 2161, to be increased to eight hours at Harrington school. This position will be increased in accordance to the Districts LCAP plan.
- A six hour, 180 day Outreach Specialist Bilingual, position number 2709, to be increased to eight hours at Haydock school. This position will be increased in accordance to the Districts LCAP plan.
- A six hour, 180 day Outreach Specialist Bilingual, position number 2200, to be increased to eight hours at Kamala school. This position will be increased in accordance to the Districts LCAP plan.
- A six hour, 180 day Outreach Specialist Bilingual, position number 2563, to be increased to eight hours at Lemonwood school. This position will be increased in accordance to the Districts LCAP plan.
- A six hour, 180 day Outreach Specialist Bilingual, position number 2566, to be increased to eight hours at Marina West school. This position will be increased in accordance to the Districts LCAP plan.
- A six hour, 180 day Outreach Specialist Bilingual, position number 2688, to be increased to eight hours at Marshall school. This position will be increased in accordance to the Districts LCAP plan.
- A six hour, 180 day Outreach Specialist Bilingual, position number 2687, to be increased to eight hours at McAuliffe school. This position will be increased in accordance to the Districts LCAP plan.
- A seven hour, 180 day Outreach Specialist Bilingual, position number 2686, to be increased to eight hours at Ritchen school. This position will be increased in accordance to the Districts LCAP plan.

FISCAL IMPACT:

- Cost for Paraeducator III's-\$73,940 Special Ed
- Cost for Paraeducator II's-\$72,102 Special Ed
- Cost for Family Liaison-\$42,032 NfL
- Cost for Secretary-\$64,684 General Fund
- Cost for Office Assistant II-\$48,552 Discretionary 50%; Site LCFF 50%
- Cost for Outreach Specialists-\$120,313 General Fund
- Cost for Custodians-\$65,203 General Fund
- Cost for Child Nutrition Workers-\$109,016 Cafeteria Fund
- Savings for IA SDC-\$25,751 Special Ed
- Savings for IA SH-\$21,436 Special Ed
- Savings for Paraeducator III-\$23,577 Special Ed
- Cost for Paraeducator III-\$1,039 Special Ed
- Cost for Paraeducator II's-\$2,026 Special Ed
- Cost for Child Nutrition Workers-\$10,881 Cafeteria Fund
- Cost for Custodians-\$104,058 General Fund
- Cost for Outreach Specialists-\$141,511 General Fund

C.13 Personnel actions:

(Personnel Actions)

The following certificated individuals to be employed in the capacities and for the terms indicated, their salaries to be determined in accordance with salary regulations of the District:

CERTIFICATED

Name	Position	Effective Date
<u>NEW HIRES</u>		
Evelio Arriaga	Teacher, Spanish, Kamala/Soria	August 18, 2014
Carl Arrozal	Teacher, P.E., Haydock	August 18, 2014
David Carter	Teacher, P.E., Kamala	August 18, 2014
Marsha Cordes	Teacher, Spanish, Curren/Driffill	August 18, 2014
Melissa Dickerson	Teacher, Deaf/Hard Hearing, Marshall	August 18, 2014
Daniel Galaviz	Teacher, Physical Education, Chavez	August 18, 2014
Cynthia Garside	Resource Specialist, Ramona	August 18, 2014
Glenn R. Hening	Teacher, Physical Education, Lemonwood	August 18, 2014
Cristina Huizar	Teacher, ELA, Soria	August 18, 2014
Kori A. Lauchland	Teacher, Math, Soria	August 18, 2014
Joan Louth	Teacher on Special Assignment, Kamala	August 18, 2014
Sarah Manley	Teacher, SDC Autism 3-5, Curren	August 18, 2014
Nidia Mejia	Teacher, Math 7, Kamala	August 18, 2014
Eric Nakamura	Teacher, Physical Education, Haydock	August 18, 2014
LeeAnne Powers	Teacher, Deaf/Hard H, Pupil Services	August 18, 2014
Chelsea Rubino	Teacher, SDC Mild/Mod, Harrington	August 18, 2014
Jessica Ruiz	Teacher, Science, Lemonwood	August 18, 2014
Jamiely Sanqui	Teacher, ELA, Lemonwood	August 18, 2014
Minu Sebastian	Resource Specialist, Haydock	August 18, 2014
Anna Serghides	Teacher, Kindergarten SEI, Lemonwood	August 18, 2014
Raymond Smith	Teacher, Physical Education, Frank	August 18, 2014
Elvia Soto	Teacher, Gr 3 ELD Academy, McKinna	August 18, 2014
Gail Warren	Teacher on Special Assignment, Harrington	August 18, 2014
<u>RETURN FROM LEAVE OF ABSENCE</u>		
Michelle Anderson	Teacher, Gr 6, Frank	August 18, 2014

RESIGNATION

Allison Holicky	Teacher, ELA, Fremont	August 7, 2014
Janine Lenway	Teacher, Special Education M/M, Harrington	June 20, 2014
Ashley Oetken	Teacher, ELA, Frank	August 5, 2014

The following classified individuals to be employed in the capacities and for the terms indicated, their salaries to be determined in accordance with salary regulations of the district, it being understood that substitute classified personnel and regular classified personnel performing substitute duties will be assigned by the administration and paid in accordance with salary regulations governing the specific assignments:

CLASSIFIED

Name	Position	Effective Date
<u>New Hire</u>		
Garcia, Adriana	Intermediate School Secretary (B), Position #789 Haydock 8.0 hrs./192 days	8/11/2014
Galvan, Judith	Paraeducator III, Position #5466 Pupil Services 5.5 hrs./183 days	8/18/2014
Marin, Maribel	Paraeducator III, Position #2117 Pupil Services 5.5 hrs./183 days	8/18/2014
Zinik, Alexandra	Paraeducator III, Position #5561 Pupil Services 5.75 hrs./183 days	8/18/2014
<u>Limited Term</u>		
Maciel, Jade	Paraeducator	8/4/2014
<u>Exempt</u>		
Serratos, Osvaldo	Campus Assistant	8/20/2014
Hartman, Richard	Campus Assistant	8/7/2014
McCoy, Kevin	Campus Assistant	8/20/2014
<u>Promotion</u>		
Galvan, Rita	Transportation Dispatcher/Scheduling Assistant, Position #2268 Transportation 8.0 hrs./246 days Cover Bus Driver/Office Assistant, Position #0580 Transportation 8.0 hrs./246 days	8/1/2014
Mojica, Sylvia	Intermediate School Secretary, Position #384 Haydock 8.0 hrs./192 days Office Assistant II, Position #5998 Marina West 5.0/246 days	8/18/2014
Noriega, Monica	Intermediate School Secretary (B), Position #921 Frank 8.0/192 days Office Assistant II (B), Position #5424 Driffill 5.0 hrs./203 days	8/18//2014
Tellez, Argelia	Intermediate School Secretary (B), Position #2669 Soria 8.0 hrs./192 days Office Assistant II, Position # 970 Brekke 7.0 hrs./203 days	8/18/2014
<u>Increase in Hours</u>		
Arellano, Alicia	Child Nutrition Cafeteria Coordinator, Position #1388 Ramona 8.0 hrs./189 days Child Nutrition Cafeteria Coordinator, Position #1388 Ramona 7.0 hrs./189 days	8/15/2014

Cano, Martha	Child Nutrition Cafeteria Coordinator, Position #331 Rose Ave. 8.0 hrs./189 days	8/15/2014
	Child Nutrition Cafeteria Coordinator, Position #331 Rose Ave. 7.0 hrs./189 days	
Centeno, Monica	Library Media Technician, Position #2516 Chavez 8.0 hrs./189 days	8/11/2014
	Library Media Technician, Position #2516 Chavez 7.0 hrs./189 days	
Flores Armenta, Bertha	Child Nutrition Cafeteria Coordinator, Position #2132 Curren 8.0 hrs./189 days	8/15/2014
	Child Nutrition Cafeteria Coordinator, Position #2132 Curren 7.0 hrs./189 days	
Garibay, Pastora	Child Nutrition Cafeteria Coordinator, Position #2158 Harrington 8.0 hrs./189 days	8/15/2014
	Child Nutrition Cafeteria Coordinator, Position #2158 Harrington 7.0 hrs./189 days	
Gutierrez, Cruz	Child Nutrition Cafeteria Coordinator, Position #1834 Chavez 8.0 hrs./189 days	8/15/2014
	Child Nutrition Cafeteria Coordinator, Position #1834 Chavez 6.5 hrs./189 days	
Gutierrez, Veronica	Library Media Technician, Position #2521 Lemonwood 8.0 hrs./192 days	8/11/2014
	Library Media Technician, Position #2521 Lemonwood 5.0 hrs./192 days	
Lopez, Anna M.	Child Nutrition Cafeteria Coordinator, Position #1195 Lemonwood 8.0 hrs./189 days	8/15/2014
	Child Nutrition Cafeteria Coordinator, Position #1195 Lemonwood 6.5 hrs./189 days	
Munoz, Luisa	Child Nutrition Cafeteria Coordinator, Position #491 Driffill 8.0 hrs./189 days	8/15/2014
	Child Nutrition Cafeteria Coordinator, Position #491 Driffill 6.5 hrs./189 days	
Paniagua, Michele	Child Nutrition Cafeteria Coordinator, Position #2187 Sierra Linda 8.0 hrs./189 days	8/15/2014
	Child Nutrition Cafeteria Coordinator, Position #2187 Sierra Linda 6.5 hrs./189 days	
Quintero, Estrella	Child Nutrition Cafeteria Coordinator, Position #2254 Haydock 8.0 hrs./189 days	8/15/2014
	Child Nutrition Cafeteria Coordinator, Position #2254 Haydock 6.5 hrs./189 days	
Sanchez, Rosa	Child Nutrition Cafeteria Coordinator, Position #2392 Soria 8.0 hrs./189 days	8/15/2014
	Child Nutrition Cafeteria Coordinator, Position #2392 Soria 7.0 hrs./189 days	
<u>Increase in Days</u>		
Romero, Adriana	School Office Manager (B), Position #1832 Lemonwood 8.0 hrs./215 days	7/31/2014
	School Office Manager (B), Position #1832 Lemonwood 8.0 hrs./210 days	

Transfer

Arteaga, Aurora	Child Nutrition Cafeteria Coordinator, Position #281 McAuliffe 8.0 hrs./189 days	8/15/2014
	Child Nutrition Cafeteria Coordinator, Position #2137 Kamala 8.0 hrs./189 days	
Giron, Guadalupe	Child Nutrition Cafeteria Coordinator, Position #2218 Fremont 8.0 hrs./189 days	8/15/2014
	Child Nutrition Cafeteria Coordinator, Position #715 Elm 6.5 hrs./189 days	
Gonzales, Linda	Child Nutrition Cafeteria Coordinator, Position #1282 Marina West 8.0 hrs./189 days	8/15/2014
	Child Nutrition Cafeteria Coordinator, Position #2218 Fremont 6.5 hrs./189 days	
Maciel, Amparo	Child Nutrition Cafeteria Coordinator, Position #715 Elm 8.0 hrs./189 days	8/15/2014
	Child Nutrition Cafeteria Coordinator, Position #1282 Marina West 6.5 hrs./189 days	
Morales, Celia A.	Preschool Assistant (B), Position #6358 Sierra Linda 3.0 hrs./183 days	7/21/2014
	Preschool Assistant (B), Position #2660 Driffill 3.0 hrs./183 days	
Vanegas, Veronica	Preschool Teacher (B), Position #6336 Sierra Linda 4.0 hrs./183 days	7/21/2014
	Preschool Teacher (B), Position #1110 Driffill 4.0 hrs./183 days	
Vasquez, Mary L.	Library Media Technician, Position #2517 Curren 8.0 hrs./192 days	8/11/2014
	Library Media Technician, Position #333 Sierra Linda 5.0 hrs./192 days	
Zamarripa, Jose I.	Preschool Assistant (B), Position #6359 Sierra Linda 3.0 hrs./183 days	7/21/2014
	Preschool Assistant (B), Position #2666 San Miguel 3.0 hrs./183 days	
Zamora, Elisa V.	Paraeducator III (B), Position #6172 Pupil Services 5.75 hrs./183 days	7/21/2014
	Paraeducator III, Position #2142 Pupil Services 5.5 hrs./183 days	

In Lieu of Layoff

Carter, Taylor	Library Media Technician, Position #2199 Sierra Linda 5.0 hrs./190 days	8/13/2014
	Library Media Technician, Position #2517 Curren 5.0 hrs./190 days	
Magaña, Yolanda	Preschool Assistant (B), Position #2664 Rose Ave. 3.0 hrs./183 days	7/15/2014
	Preschool Teacher (B), Position #1110 Ed. Services-Curren 4.0 hrs./183 days	

Layoff

Born, Cecilia	Preschool Assistant (B), Position #2660 Ed. Services-Driffill 3.0 hrs./183 days	7/15/2014
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Recall from Layoff

Farrell, Patricia	Preschool Assistant (B), Position #6360 McKinna 3.0 hrs./183 days	8/12/2014
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Mendez, Maria	Preschool Teacher (B), Position #6336 McKinna 4.0 hrs./183 days	8/11/2014
<u>Resignation</u>		
Alvarez, Victoria	Paraeducator III, Position #2029 Pupil Services 5.5 hrs./183 days	8/5/2014
Lin, David	Site Technology Technician, Position #653 McAuliffe 8.0 hrs./192 days	7/16/2014
Medina, Eder	Paraeducator II, Position #1805 Pupil Services 5.5 hrs./183 days	8/8/2014
Medina, Rosalva	Paraeducator II, Position #2114 Pupil Services 5.5 hrs./183 days	7/10/2014
Medina, Susana (2 positions)	Paraeducator II (B), Position #628 Pupil Services 2.75 hrs./183 days Paraeducator II (B), Position #629 Pupil Services 2.75 hrs./183 days	8/7/2014
Muskevitsch, Shana	Child Nutrition Worker, Position #2139 Curren 4.0 hrs./185 days	8/7/2014
Neal, Mark	Site Technology Technician, Position #2946 Frank 5.0 hrs./192 days	6/26/2014
Olson, Teresa (2 positions)	Instructional Assistant Speech (B), Position #973 Pupil Services 2.75 hrs./183 days Instructional Assistant Speech (B), Position #974 Pupil Services 2.75 hrs./183 days	8/1/2014
Roman, Crystal	Paraeducator III, Position #1962 Pupil Services 5.0 hrs./183 days	7/21/2014
<u>Retirement</u>		
Garcia, Ruth	Instructional Assistant (B), Position #2243 Frank 3.0 hrs./183 days	6/20/2014
Terranova, Candelaria	Instructional Assistant RSP (B), Position #1402 Marshall 5.0 hrs./183 days	8/31/2014

D.1 Dr. Morales, District Superintendent provided a brief summary of the Semi-Annual Facilities Implementation Program.

Following a brief discussion, on motion by Trustee O’Leary, seconded by Trustee Del Rio-Barba and carried on a roll call vote of 4-0; the Board of Trustees accepted and approved the third Semi-Annual Facilities Implementation Program Update adjusting the Facilities Implementation Program adopted by the Board on January 16, 2013, as amended by the June 2013 and December 2013 Program Updates. The Board also approved allocation of \$6 million dollars from the fund balance towards the District’s site acquisition efforts to accommodate District overcrowding and District Future growth.

CONSIDER
ACCEPTANCE &
APPROVAL OF THIRD
SEMI-ANNUAL
FACILITIES
IMPLEMENTATION
PROGRAM UPDATE
AND SUPERINTENDENT
RECOMMENDATION TO
ALLOCATE SIX
MILLION DOLLARS
FROM FUND BALANCE
FOR DISTRICT SITE
ACQUISITION EFFORTS
(Motion #14-23)

D.2 Dr. Morales introduced Mr. Ernesto Flores, president of Caldwell Flores Winters, Inc. who introduced his team Tylor Middlestadt, Greg Norman, Scott Burkett, Emilio Flores and Greg Grant. Mr. Flores presented an overview report on Project No. 4 Harrington Reconstruction which included a description of the design, a proposed Guaranteed Maximum Price (“GMP”) summary and the schedule summary with a final completion of demolition and site work by March 15, 2016.

CONSIDER APPROVAL OF LEASE-LEASEBACK AGREEMENTS #14-21, 14-22, AND 14-23 WITH BERNARDS TO PROVIDE LEASE-LEASEBACK CONSTRUCTION SERVICES RELATED TO PROJECT NO. 4 – HARRINGTON RECONSTRUCTION

Trustee Del Rio-Barba requested an explanation on the Oxnard@Work program, Trustee Duff questioned use of existing building while the new building construction was going on, and Trustee O’Leary question the percentage of union vs nonunion companies and the use of Public Labor Agreements. Mr. Flores and team provided the information requested by Board Members.

(Motion #14-24)

On motion by Trustee Del Rio-Barba, seconded by Trustee Duff and carried on a roll call vote of 3-1, Trustee O’Leary being the Nay vote; the Board of Trustees approved the Lease-Leaseback Agreements #14-21, #14-22, and #14-23 with Bernards Bros. Inc. to provide Construction Services related to Project No. 4 of Measure “R” Program under the Lease Leaseback delivery method pursuant to Section 17406 of the California Education Code. The Lease-Leaseback Agreements provide for the construction of all work indicated in DSA approved contract documents for Project No. 4: Harrington Reconstruction, for a total Guaranteed Maximum Price (“GMP”) of \$18,179,000.00; including a GMP Allowance of \$831,749.00; funded by Measure “R” Funds.

D.3 On motion by Trustee Del Rio-Barba, seconded by Trustee Duff and carried on a roll call vote of 4-0; the Board of Trustees approved Change Order E1 in the amount of \$4,763.78 for Bid #13-02 with Sam Hill & Sons resulting in net change of 6.33%.

APPROVAL OF CHANGE ORDER #1 TO BID #13-02 SAM HILL & SONS (Motion #14-25)

D.4 On motion by Trustee Duff, seconded by Trustee Del Rio-Barba and carried on a roll call vote of 4-0; the Board of Trustees approved Amendment #2 to Agreement #11-245 with MNS Engineers, for completion of Phase 2 involving the storm water prevention project at Drifill School; for an additional cost of \$6,754.00, Amendment #1 was \$33,047.00, original contract was \$83,750.00, for a new total contract amount of \$123,551.00, to be paid with Measure “M” Funds.

APPROVAL OF AMENDMENT #2 TO AGREEMENT #11-245 WITH MNS ENGINEERS (Motion #14-26)

D.5 On motion by Trustee Del Rio-Barba, seconded by Trustee O’Leary and carried on a roll call vote of 4-0; the Board of Trustees approved Amendment #1 to Proposal #13-162-001 with MVE Institutional, to provide additional services in designing Shade Structures at Sierra Linda, Kamala, Curren and Chavez due to complying with DSA requirements; for an additional cost of \$10,000.00, for a new total contract amount of \$65,000.00, to be paid with Developer Fees.

APPROVAL OF AMENDMENT #1 TO PROPOSAL #13-162-001 WITH MVE INSTITUTIONAL (Motion #14-27)

D.6 On motion by Trustee O’Leary, seconded by Trustee Duff and carried on a roll call vote of 4-0; the Board of Trustees approved Amendment #1 to Proposal #13-162-002 with MVE Institutional, to provide design services to modify existing portable classrooms to house Preschool Program at Sierra Linda and Ritchen Schools; for an additional cost of \$12,000.00, for a new total contract amount of \$59,000.00, to be paid with Deferred Maintenance Funds.

APPROVAL OF AMENDMENT #1 TO PROPOSAL #13-162-002 WITH MVE INSTITUTIONAL (Motion #14-28)

D.7 On motion by Trustee Del Rio-Barba, seconded by Trustee Duff and carried on a roll call vote of 4-0; the Board of Trustees approved the Notice of Completion and filing of such notice with the County Recorder's Office, for Bid #13-02, Driffill School Sewer Line Improvement Project with Sam Hill and Sons Inc.

APPROVAL OF
NOTICE OF
COMPLETION,
DRIFFILL SCHOOL
SEWER LINE
IMPROVEMENT
PROJECT, BID #13-02
(Motion #14-_____)

D.8 For the purpose of discussion Trustee O'Leary requested the item be moved from consent to action. Mrs. Catherine Kawaguchi, Assistant Superintendent, Educational Services provided a brief summary of the services provided and answered questions from the Board of Trustees. Following discussion, on motion by Trustee Del Rio-Barba, seconded by Trustee O'Leary and carried on a roll call vote of 4-0; the Board of Trustees approved Agreement #14-78 with Gold Coast K9, to provide a total of 120 K9 detective sniffs for various schools in the Oxnard School District for 2014-15; amount not to exceed \$24,000.00, to be paid with MAA Funds.

APPROVAL OF
AGREEMENT #14-78
GOLD COAST K9
(Motion #14-_____)

D.9 For the purpose of discussion Trustee O'Leary requested the item be moved from consent to action. Trustee O'Leary questioned the ability of the District to hold the providers accountable for services and their obligations to students. Trustee Del Rio-Barba provided background information on concerns the Board has had in the past on the ability to hold the providers accountable. Mrs. Ronit Driver, Director Curriculum, Instruction and Accountability provided the criteria that is set forth by the District for the services provided to the students but also explained that the contracts are approved by the State which the District does not have control. There was discussion on the monitoring of services and ways to inform the parents of the students in the district. Trustee O'Leary suggested that information slides be placed on the O.P.I.E. TV channel for parents to view regarding the providers and the parent's rights in the selection of the SES providers.

RATIFICATION OF
AGREEMENTS FOR
SUPPLEMENTAL
EDUCATIONAL
SERVICES (SES)
PROVIDERS FOR 2014-
2015

On motion by Trustee O'Leary, seconded by Trustee Del Rio-Barba and carried on a roll call vote of 4-0; the Board of Trustees ratified the Agreements listed to provide SES tutoring for the students in the Oxnard School District for 2014-2015 school year; amount not to exceed \$700,000.00, to be paid with Title I, Part A for School of Choice and Supplemental Educational Services:

(Motion #14-31)

- #14-51 !!!Apple iPad & Android Tablet Tutoring!!!
- #14-52 !!! A 1 Tutoria Tablet Computer!!
- #14-53 !#1 Touch-Screen Tablet Computer Tutoring
- #14-54 !#1 Tutoria, Maestros, Tabletas
- #14-55 !#1 WE CAN Querer es Poder with NOOK TABLETS!!
- #14-56 #1 Academia de Servicio de Tutoria
- #14-57 #1 in Learning Online
- #14-58 Innovation Through Education dba/!Alpha!
- #14-59 1,2,3 Success/VCOE
- #14-60 1 to 1 Study Buddy Tutoring Inc.
- #14-61 A Better Tomorrow Education
- #14-62 A Tree of Knowledge Educational Services Inc.
- #14-63 Academic Tutoring Services Inc.

- #14-64 Achievement Matters Inc.
- #14-65 ATS Project Success
- #14-66 Elevate Learning LLC
- #14-67 ICES Education LLC
- #14-68 Keep Hope Alive Project
- #14-69 MAJICOO Tutoring
- #14-70 Professional Tutors of America Inc.
- #14-71 studentnest.com
- #14-72 Total Education Solution
- #14-73 TUTORIFIC!
- #14-74 UROK Learning Institute
- #14-75 Club Z
- #14-76 Achieve Highpoints
- #14-77 !ACE Tutoring

(Continued)
 RATIFICATION OF
 AGREEMENTS FOR
 SUPPLEMENTAL
 EDUCATIONAL
 SERVICES (SES)
 PROVIDERS FOR 2014-
 2015

E.1 Mr. Dan Kubilos, Chief Information Officer reported on the results of the physical inventory audit of the 1:1 iPads performed between July 14, 2014 and August 4, 2014. He reported that the loss percentage was 1.67% which was very low considering there were 10,187 student iPads. Mr. Kubilos shared the 2014-2015 inventory control goals and answered questions from the Board.

REPORT ON THE
 INVENTORY AUDIT
 OF 1:1 iPads

F.1 The Board of Trustees reviewed the Board Policies, Regulations and Bylaws, listed below, for a first reading and directed administration to bring back for adoption at the next board meeting.

FIRST READING OF
 BOARD POLICIES,
 REGULATIONS AND
 BYLAWS

BP 0410 (Revised)	Philosophy, Goals, Objectives and Comprehensive Plans NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES	Vaca
AR 4117.7 thru 4317.7 (Revised)	Human Resources EMPLOYMENT STATUS REPORTS	Vaca
AR 4117.14 thru 4317.14 (New)	Human Resources POST RETIREMENT EMPLOYMENT	Vaca
BP 5145.3 (Revised)	Students NONDISCRIMINATION/ HARASSMENT	Vaca
AR 5145.3 (New)	Students NONDISCRIMINATION/ HARASSMENT	Vaca
AR 6145.2 (Revised)	Instruction ATHLETIC COMPETITION	Vaca

F.2 On motion by Trustee Del Rio-Barba, seconded by Trustee O’Leary and carried on a roll call vote of 4-0; the Board of Trustees reviewed and adopted the Board Policy and Administrative Regulation listed below, for a seconded reading as presented:

SECOND READING
 OF POLICIES,
 REGULATIONS AND
 BYLAWS
 (Motion #14-32)

BP/AR 3530 (Revised)	Business & Noninstructional Operations RISK MANAGEMENT/ INSURANCE	Cline
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Dr. Cesar Morales:

- Wished everyone a great first day of school.
- Reported he visited half of the district campuses today and would visit the other half tomorrow.
- Thanked Teachers, Office Managers, Attendance Technicians, Custodial and Facilities Staff and the Enrollment Center Staff who registered 350 new enrollees today.
- Provided a brief description highlighting Project 1 of the Facilities Implementation Plan and all it encompassed. He thanked the Board of Trustees for having the foresight of the Plan.
- Reminded all of the Harrington Elementary Groundbreaking Ceremony scheduled for Thursday, August 28, 2014 at 11:00 a.m. on campus.
- Reminded the Board of Trustees to sign up for the Ventura CABA Bilingual Conference.

SUPERINTENDENT'S
ANNOUNCEMENTS

Mrs. Ana Del Rio-Barba:

- Welcomed everyone back, reported there is huge excitement and it was lead off by the SIP Day on Monday, August 18, 2014 with everyone in one place.
- Thanked everyone for their patience, thanked the staff for all of their hard work and reported Oxnard School District is the talk of the town.
- Reported she would like to discuss the following in the future: Hydration Stations at the schools and the merit system and how it works.

TRUSTEES'
ANNOUNCEMENTS

Mr. Albert Duff Sr.:

- Reported he appreciated the SIP Day event, great to see a full house and the youngsters that participated in the dancing and music.
- He visited the following schools this morning: Fremont, McKinna and Haydock.

Mr. Denis O'Leary:

- Welcomed everyone to the new academic school year.
- Reported the district has great employees who got the work done, thanked everyone who assisted in preparing for the first and second day of school, wished everyone luck.
- Reported he would like to discuss the following in the future: discuss and vote on the direction the district will take for class size reduction, discuss and vote on Public Labor Agreements, review policy on living wages including an annual report, and discuss how administration at the schools handle student discipline, how do they support the teachers.

Mrs. Veronica Robles-Solis:

- Wished everyone a great first day of school, visited Soria School where her children are in the first and fourth grade.
- Reported she was looking forward to the Harrington School Groundbreaking.
- Thanked Vince McGarry for the Curren School tour this morning.
- Reported she is looking forward to visiting other schools and is proud of the vision the district had to make the Facilities Implementation Plan succeed. She stated parents are asking her how they can get into our district.

There being no further business, on motion by Trustee O'Leary, seconded by Trustee Del Rio-Barba, Presiding President Robles-Solis adjourned the meeting at 8:57 p.m.

ADJOURNMENT

Respectfully submitted,

DR. CESAR MORALES
District Superintendent and
Secretary to the Board of Trustees

By our signature below, given on this _____ day of _____, 20____, the
Governing Board of the Oxnard School District approves the Minutes of the Regular Board meeting of
August 20, 2014; on motion of Trustee _____, seconded by Trustee
_____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Special Board Meeting
August 23, 2014

The meeting was called to order at 10:04 a.m. by President Morrison. CALL TO ORDER

Superintendent Morales led the audience in the Pledge of Allegiance. PLEDGE OF ALLEGIANCE

Present were Trustees Ana Del Rio-Barba, Al Duff Sr., and Veronica Robles-Solis, and President Ernie "Mo" Morrison arrived at 10:08 a.m. Trustee Denis O'Leary was absent. Also present were Dr. Morales, Superintendent, Assistant Superintendents Dr. Catherine Kawaguchi, Lisa Cline, Dr. Jesus Vaca and Nitasha Sawhney, District Legal Counsel. ROLL CALL

On motion of Trustee Del Rio-Barba, seconded by Trustee Duff and carried on a roll call vote of 4-0, Trustees O'Leary was absent, as presented. ADOPTION OF AGENDA

No one addressed the Board during public comment. PUBLIC COMMENT

The Board of Trustees and Cabinet reviewed current goals and objectives and began to revise and/or develop for 2014-2015. BOARD GOVERNANCE PLANNING SESSION

There being no further business, on motion by Trustee Robles-Solis seconded by Trustee Del Rio-Barba and carried on a roll call vote of 4-0, President Morrison adjourned the meeting at 1:40 p.m. ADJOURNMENT

Respectfully submitted,

Dr. Cesar Morales
District Superintendent and
Secretary to the Board of Trustees

By our signatures below, given on this _____ day of _____, 20__, the Governing Board of the Oxnard School District approves the Minutes of its Special Board Meeting of August 23, 2014; on motion of Trustee _____, and seconded by Trustee _____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Regular Board Meeting
September 3, 2014

The Board of Trustees of the Oxnard School District met in regular session at 5:00 p.m. on Wednesday, September 3, 2014, at the Educational Service Center.

CALL TO ORDER

A roll call of the Board was conducted. Present were President Ernest “Mo” Morrison, and Trustees Ana Del Rio-Barba, Albert Duff Sr., Denis O’Leary and Veronica Robles-Solis. Staff members present were District Superintendent Dr. Cesar Morales, Assistant Superintendents Dr. Catherine Kawaguchi, Lisa Cline, Dr. Jesus Vaca; and Sylvia Carabajal, executive assistant.

ROLL CALL

Marisol Carbajal, 5th grader in Mrs. Muro’s class and Frankie Adams, 5th grader in Mrs. Mechling’s class, led the audience in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Frankie Adams, 5th grade student in Mrs. Mechling’s class read the District’s Vision and Mission Statements in English. Marisol Carbajal, 5th grader student in Mrs. Muro’s class read the District’s Vision and Mission Statements in Spanish.

DISTRICT’S MISSION & VISION STATEMENT

Principal Sugden thanked the Board for attending the Ground Breaking Ceremony on August 28, 2014. She provided a brief history on Harrington School and the successes of the students, staff, parents and the community. Mrs. Sugden introduced Mrs. Maria Bravo, parent, PTA and ELAC President at Harrington who thanked the Board of the opportunity to address them. She expressed desire to have more parent participation and was making that one of her goals for the school year. She also requested that the Board make good on their promises as defined on Measure “R” that their community would receive a new school with all new furnishings just like other schools within the District.

HARRINGTON SCHOOL PRESENTATION

A.5 Changes to the agenda were noted:

- Section C – Consent, C.8 Personnel, Certificated: added New Hire: Megan Young, Teacher, 3 SEI, Curren, Temporary Contract August 18, 2014 due to a typographical error which left the name off the list;

ADOPTION OF THE AGENDA

On motion by Trustee O’Leary, seconded by Trustee Duff and carried unanimously on a roll call vote of 5-0; the Board adopted the agenda, as amended.

ANNOUNCEMENT PRIOR TO CLOSED SESSION September 3, 2014:

After any public comments on the Closed Session agenda items, the Board will be recessing to Closed Session to consider the following:

No one addressed the Board on the closed session agenda.

PUBLIC COMMENT CLOSED SESSION

Firstly, for CONFERENCE WITH LEGAL COUNSEL under *Government Code*, Section 54956.9,

- ANTICIPATED LITIGATION: 1 case
 - Claim #VCBA06797A1

Secondly, for CONFERENCE WITH LABOR NEGOTIATORS under *Government Code Sections 54957.6 and 3549.1.*

The District negotiator is the Assistant Superintendent of Human Resources & Support Services and the employee organizations are OEA, OSSA, CSEA: and all unrepresented personnel – administrators, classified management, confidential.

Finally, under *Government Code 54957 and Education Code 44943 for:*

- PUBLIC EMPLOYEE(S) DISCIPLINE/DISMISSAL/RELEASE
- PUBLIC EMPLOYEE(S) REASSIGNMENT/APPOINTMENT:
 - Principal(s)

Trustees convened to closed session at 5:15 p.m. until approximately 6:44 p.m. to discuss items on the closed session agenda. CLOSED SESSION

President Morrison reported the Board took the following action in closed session: REPORT ON
CLOSED SESSION
(Motion #14-33)

- On motion by Trustee Del Rio-Barba, seconded by Trustee O’Leary and carried on a roll call vote of 5-0; the Board of Trustees appointed Dr. Andres Duran to the position of principal.

A.10 Dr. Morales presented the following new administrator to the Oxnard School District Board of Trustees: Dr. Marlene Breitenbach, Principal at Marshall School. INTRODUCTION OF
NEW
ADMINISTRATOR

B.1 President Morrison read the Rules for Individual Presentations in English and Trustee Robles-Solis read the Spanish version. RULES FOR
PRESENTATIONS

The following individual addressed the Board of Trustees: PUBLIC COMMENT

- Mr. Michael Doty, on behalf of OMAG, requesting support on the vision of OMAG and implement the pilot music program.

The following items on the consent agenda were approved on motion of Trustee O’Leary, seconded by Trustee Robles-Solis, and carried on a roll call vote of 5-0, as presented. CONSENT AGENDA
(Motion #14-34)

C.1 Approved the following agreements: (Agreements)

- #14-42 with LA AMAE to provide one day of professional development workshops for staff at McKinna Elementary School on October 31, 2014; amount not to exceed \$1,800.00, to be paid with Title I Funds;
- #14-116 with Child Development Resources of Ventura County Inc. – Ground Lease for Haydock Head Start, September 4, 2014 through June 30, 2015; at no cost to the District;
- #14-117 with Mixteco Indigena Community Organizing Project (MICOP), to provide Bebe Sano Workshops specifically to the Mixteco Community, September 4, 2014 through June 30, 2015; at no cost to the District;
- #14-118 with Community Action Partnership of San Luis Obispo County Inc. – Buena Ventura Migrant & Seasonal Head Start Program at Harrington School, September 4, 2014 through July 31, 2015; at no cost to the District;
- #14-119 with Sam Glikzman, to provide professional development training to the Oxnard Scholars after school program staff during the 2014-2015 school year; amount not to exceed \$30,000.00, to be paid with ASES Funds;

- #14-120 with Building Block Entertainment Inc., to provide one assembly at Harrington Elementary School on February 6, 2015; amount not to exceed \$470.25, to be paid with PTA Funds;
- #14-121 with Building Block Entertainment Inc., to provide two assemblies at Harrington Elementary School on April 22, 2015; amount not to exceed \$660.25, to be paid with PTA Funds;
- #14-122 with Building Block Entertainment Inc., to provide two assemblies at Harrington Elementary School on October 3, 2014; amount not to exceed \$660.25, to be paid with PTA Funds.

C.2	Approved setting the date of the first regular board meeting in October for a public hearing to determine sufficient textbooks or instructional materials for 2014-2015.	(Approval of Notice to Conduct Public Hearing to Determine Sufficient Textbooks or Instructional Materials for 2014-2015)
C.3	Approved the waiver of fees for the OSD Education Foundation to conduct fundraiser activities.	(Request to Waive Fee for Use of Facilities Permit – OSD Education Foundation)
C.4	Rejected Liability Claim VCBA06582A1 as recommended by York Insurance Services Group, Inc.	(Rejection of Liability Claim VCBA06582A1)
C.5	Approved new job description – Cover Bus Driver/Mechanic Assistant.	(Approve New Job Description – Cover Bus Driver/Mechanic Assistant)
C.6	Received the information on the district’s current November 2006 Bond Budget Report, as of Thursday, August 21, 2014.	(Report on 2006 Bond Construction Budget)
C.7	Approved the establishment, abolishment, reduction or increase in hours for classified positions:	(Established/Abolished/Reduced/Increased Hours of Positions)
	<u>Abolished:</u>	
	<ul style="list-style-type: none"> ▪ A five and a half hour, 183 day Instructional Assistant Severely Handicapped, position number 2270, to be abolished in the Pupil Services department. This position will be abolished due to lack of work. 	
	<u>Increased:</u>	
	<ul style="list-style-type: none"> ▪ A five hour, 183 day Paraeducator III, position number 1955, to be increased to five hours and forty five minutes in the Pupil Services department. This position will be increased to meet the needs of our students. ▪ A five and a half hour, 183 day Paraeducator III, position number 2711, to be increased to five hours and forty five minutes in the Pupil Services department. This position will be increased to meet the needs of our students. 	

- A five hour, 183 day Paraeducator III, position number 977, to be increased to five hours and forty five minutes in the Pupil Services department. This position will be increased to meet the needs of our students.
- A five hour, 183 day Paraeducator III, position number 1936, to be increased to five hours and forty five minutes in the Pupil Services department. This position will be increased to meet the needs of our students.
- A five and a half hour, 183 day Paraeducator III, position number 2798, to be increased to five hours and forty five minutes in the Pupil Services department. This position will be increased to meet the needs of our students.
- A five and a half hour, 183 day Paraeducator III, position number 1956, to be increased to five hours and forty five minutes in the Pupil Services department. This position will be increased to meet the needs of our students.
- A five and a half hour, 183 day Paraeducator III, position number 2552, to be increased to five hours and forty five minutes in the Pupil Services department. This position will be increased to meet the needs of our students.
- A five and a half hour, 183 day Paraeducator III, position number 1280, to be increased to five hours and forty five minutes in the Pupil Services department. This position will be increased to meet the needs of our students.
- A five and a half hour, 183 day Paraeducator II, position number 2113, to be increased to five hours and forty five minutes in the Pupil Services department. This position will be increased to meet the needs of our students.
- A five and a half hour, 183 day Paraeducator II, position number 1628, to be increased to five hours and forty five minutes in the Pupil Services department. This position will be increased to meet the needs of our students.
- A five and a half hour, 183 day Paraeducator II, position number 1706, to be increased to five hours and forty five minutes in the Pupil Services department. This position will be increased to meet the needs of our students.

FISCAL IMPACT:

Savings for IA SH-\$21,255 Special Ed
 Cost for Paraeducator III's-\$7,716 Special Ed
 Cost for Paraeducator II's-\$2,906 Special Ed

C.8 Personnel actions:

(Personnel Actions)

The following certificated individuals to be employed in the capacities and for the terms indicated, their salaries to be determined in accordance with salary regulations of the District:

CERTIFICATED

Name	Position	Effective Date
<u>NEW HIRES</u>		
Maureen Aryeetey	Teacher, Music, Haydock	August 18, 2014
Monica Cavazos	Teacher, Curren, Science	August 22, 2014
Laura Chua	Teacher, Science, Frank	August 18, 2014
Katie Crossett	Teacher, 2 SEI, Curren	August 19, 2014
Meggan Feeley	Teacher, Gr. 1/2, Ritchen	August 18, 2014
Michael Gereau	Teacher, ELA, Driffill	August 18, 2014
Frank Godinez III	Teacher, ELA, Kamala	August 18, 2014
Ricardo Gonzales	Teacher, Opportunity Class, Haydock	August 19, 2014
Stacey Hawk	Teacher, PE/Dance, Haydock	August 18, 2014

NEW HIRES (con't)

Louisa Jeworski	Teacher, ELA, Drifffill	August 22, 2014
Lauren Kaprielian	Speech/Language Specialist, Pupil Services	August 18, 2014
Samantha Lane	Teacher, 1 SEI, Chavez	August 18, 2014
Guillermo Lasso	Resource Specialist, Lemonwood	August 18, 2014
Reyna L. Lopez	Teacher, Math, Soria	August 18, 2014
Julie Mead	Teacher, Kamala, K Support	August 19, 2014
Jennifer Miadich-Freilich	Speech/Language Specialist, Pupil Services	August 18, 2014
Evelyn Padilla	Teacher, TK/K DLI	August 20, 2014
Kimberly Patton	Teacher, 6 SEI, Haydock	August 18, 2014
Veranica Piszczek	Teacher, 2 DLI (English) Curren	August 21, 2014
Sharon Rocha	Teacher, ELA, Frank	August 18, 2014
Carmen Rosenberg	Nurse Coordinator, Pupil Services	August 25, 2014
Tina Sandoval	Teacher, ELA, Frank	August 18, 2014
Terry Schur	Teacher, Science, Kamala	August 18, 2014
Bria Singer-Schwarz	Teacher, 6 SEI, Haydock	August 19, 2014
Lorna Shofner	Resource Specialist, Fremont	August 18, 2014
Kathryn Tunin	Teacher, Physical Education, Drifffill	August 18, 2014
Megan Young	Teacher, 3 SEI, Curren, Temporary	August 18, 2014

PROMOTION

Alison Raigoza	Coordinator, Behavior Specialist, Pupil Services	August 21, 2014
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RETURN FROM LEAVE OF ABSENCE

Michelle LaMonte	Teacher, SDC M/M, Fremont	August 18, 2014
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RESIGNATION

Jason Edgmond	Teacher, Physical Education, Frank	August 22, 2014
Robin G. Orr	School Nurse, Pupil Services	August 31, 2014
Minu Sebastian	Resource Specialist, Haydock	August 15, 2014

ANNUAL TEACHER ASSIGNMENT REPORT
PURSUANT TO EDUCATION CODES 44256 (b) AND 44258.2
2014/2015

Pursuant to Education codes 44256 (b) and 44258.2, the Board of Trustees each year must authorize/approve those teachers who are teaching outside their credential authorization. This Board authorization will be effective, if approved, until February 1, 2015 unless further action is taken by the Board of Trustees. Teachers are in the progress of meeting credential requirements. An explanation of the education code and list of teachers affected are as follows:

Education Code 44256 (b) allows the holder of a multiple subject or a standard elementary teaching credential to teach any subject in departmentalized classes with 12 semester units, or 6 upper division units, in the subject to be taught.

Name

Michael Castella
Cynthia Fimbres
Michael Hunt

Subject

Science / Frank
Math / Frank
Math / Frank

The following classified individuals to be employed in the capacities and for the terms indicated, their salaries to be determined in accordance with salary regulations of the district, it being understood that substitute classified personnel and regular classified personnel performing substitute duties will be assigned by the administration and paid in accordance with salary regulations governing the specific assignments:

CLASSIFIED

Name	Position	Effective Date
<u>New Hire</u>		
Delgado, Gabriela	Paraeducator III, Position #1942 Pupil Services 5.5 hrs./183 days	8/18/2014
<u>Limited Term</u>		
Brown, Dennis	Custodian	8/20/2014
Jijada Solano, Yadira	Paraeducator	8/19/2014
Ordaz, Bianca	Paraeducator	8/20/2014
Santana, Raul	Custodian	8/7/2014
Smith, Parvaneh	Paraeducator	8/21/2014
Suniga, Diana	Preschool Teacher & Paraeducator	8/19/2014
Torres, David	Paraeducator	8/21/2014
Villarreal, Saul	Paraeducator	8/18/2014
Villalobos-Mendez, Salvador	Custodian	8/21/2004
<u>Exempt</u>		
Alvarado, Noe	Campus Assistant	8/20/2014
Anguiano, Diana	Campus Assistant	8/20/2014
Faulk, Jessica	Campus Assistant	8/20/2014
Garcia, Luz M.	Campus Assistant	8/20/2014
Jimenez, Armida	Campus Assistant	8/20/2014
Lara, Alexis	Campus Assistant	8/20/2014
Lopez, Alejandra	Campus Assistant	8/22/2014
Ortega, Martha	Campus Assistant	8/20/2014
Rubio, Maria	Campus Assistant	8/20/2014
Ruiz Tapia, Teresa	Campus Assistant	8/20/2014
Yaya, Crystal	Campus Assistant	8/20/2014
<u>Promotion</u>		
Romero, Juan	Grounds Worker I, Position #5843 Facilities 8.0 hrs./246 days Custodian, Position #869 Facilities 8.0 hrs./246 days	8/19/2014
<u>Increase in Hours</u>		
Alcala, Hugo	Outreach Specialist (B), Position #2161 Harrington 8.0 hrs./180 days Outreach Specialist (B), Position #2161 Harrington 6.0 hrs./180 days	8/20/2014
Arias-Melgoza, Monica	Outreach Specialist (B), Position #962 Driffill 8.0 hrs./180 days Outreach Specialist (B), Position #962 Driffill 6.0 hrs./180 days	8/20/2014
Fraire Miranda, Edgar	Outreach Specialist (B), Position #2688 Marshall 8.0 hrs./180 days Outreach Specialist (B), Position #2688 Marshall 6.0 hrs./180 days	8/20/2014

Increase in Hours (continued)

Garcia, Veronica	Outreach Specialist (B), Position #1738 Elm 8.0 hrs./180 days	8/20/2014
	Outreach Specialist (B), Position #1738 Elm 6.0 hrs./180 days	
Jimenez, Claudia	Outreach Specialist (B), Position #2200 Kamala 8.0 hrs./180 days	8/20/2014
	Outreach Specialist (B), Position #2200 Kamala 6.0 hrs./180 days	
Lopez, Elva	Outreach Specialist (B), Position #2687 McAuliffe 8.0 hrs./180 days	8/20/2014
	Outreach Specialist (B), Position #2687 McAuliffe 6.0 hrs./180 days	
Mejia, Marissa	Outreach Specialist (B), Position #2561 Brekke 8.0 hrs./180 days	8/20/2014
	Outreach Specialist (B), Position #2561 Brekke 6.0 hrs./180 days	
Morehead, Marylou	Custodian, Position #840 Curren 8.0 hrs./246 days	8/21/2014
	Custodian, Position #840 Curren 4.0 hrs./246 days	
Perez-Gutierrez, Maritza	Outreach Specialist (B), Position #2686 Ritchen 8.0 hrs./180 days	8/20/2014
	Outreach Specialist (B), Position #2686 Ritchen 7.0 hrs./180 days	
Pina, Janet	Outreach Specialist (B), Position #2709 Haydock 8.0 hrs./180 days	8/20/2014
	Outreach Specialist (B), Position #2709 Haydock 6.0 hrs./180 days	
Ramirez, Otilia	Paraeducator II (B), Position #6433 Pupil Services 5.75 hrs./183 days	8/25/2014
	Paraeducator II (B), Position #1499 Pupil Services 5.5 hrs./183 days	
Rodriguez, Lizette	Outreach Specialist (B), Position #2566 Marina West 8.0 hrs./180 days	8/20/2014
	Outreach Specialist (B), Position #2566 Marina West 6.0 hrs./180 days	
Rojas Jr., Elias	Custodian, Position #2542 Haydock 8.0 hrs./246 days	8/22/2014
	Custodian, Position #2542 Haydock 4.0 hrs./246 days	
Smith, Aaron	Custodian, Position #2539 Chavez 8.0 hrs./246 days	8/22/2014
	Custodian, Position #2539 Chavez 4.0 hrs./246 days	
Vasquez, Teresa	Outreach Specialist (B), Position #2563 Lemonwood 8.0 hrs./180 days	8/20/2014
	Outreach Specialist (B), Position #2563 Lemonwood 6.0 hrs./180 days	
Washington, Amy	Outreach Specialist (B), Position #2859 Ed. Services 8.0 hrs./180 days	8/20/2014
	Outreach Specialist (B), Position #2859 Ed. Services 6.0 hrs./180 days	

Increase in Days

Hernandez, Maria D.	Office Assistant II (B), Position #1212 Fremont 6.0 hrs./203 days	8/13/2014
	Office Assistant II (B), Position #1212 Fremont 6.0 hrs./192 days	
Robite, Ma. Odezza	Office Assistant II (B), Position #26 Fremont 2.0 hrs./203 days	8/13/2014
	Office Assistant II (B), Position #26 Fremont 2.0 hrs./192 days	

Transfer

Avila, Kimberly	Child Nutrition Worker, Position #2616 Itinerant 5.5 hrs./185 days	8/18/2014
	Child Nutrition Worker, Position #2617 Itinerant 4.5 hrs./185 days	
Fuentes, Saira	Paraeducator III (B), Position #6373 Pupil Services 5.75 hrs./183 days	8/11/2014
	Paraeducator III, Position #2362 Pupil Services 5.5 hrs./183 days	
Hernandez, Maria R.	Child Nutrition Worker, Position #2840 McKinna 3.0 hrs./185 days	8/25/2014
	Child Nutrition Worker, Position #1369 McAuliffe 5.5 hrs./185 days	
Hernandez, Viviana	Child Nutrition Worker, Position #6407 Lemonwood 5.5 hrs./185 days	8/15/2014
	Child Nutrition Worker, Position #1175 Lemonwood 5.0 hrs./185 days	
Hurtado, Janet	Paraeducator III (B), Position #6374 Pupil Services 5.75 hrs./183 days	8/11/2014
	Instructional Assistant SH, Position #2391 Pupil Services 5.5 hrs./183 days	
Lucero, Deserie	Child Nutrition Worker, Position #6411 Chavez 5.0 hrs./185 days	8/15/2014
	Child Nutrition Worker, Position #1894 Chavez 4.5 hrs./185 days	
Lucero, Rachel	Child Nutrition Worker, Position #2394 Soria 5.5 hrs./185 days	9/2/2014
	Child Nutrition Worker, Position #2054 Itinerant 5.0 hrs./192 days	
Mendoza, Maribel	Paraeducator III (B), Position #6375 Pupil Services 5.75 hrs./183 days	8/25/2014
	Paraeducator III, Position #5608 Pupil Services 5.75 hrs./183 days	
Montufar, Veronica	Child Nutrition Worker, Position #1894 Chavez 5.5 hrs./185 days	8/15/2014
	Child Nutrition Worker, Position #1832 Chavez 5.0 hrs./185 days	
Peralta, Ramona	Preschool Assistant (B), Position #2666 San Miguel 3.0 hrs./183 days	8/11/2014
	Preschool Assistant (B), Position #2663 Rose Ave. 3.0 hrs./183 days	

Prado, Samantha	Child Nutrition Worker, Position #6412 Chavez 5.0 hrs./185 days	8/18/2014
	Child Nutrition Worker, Position #2133 Curren 5.0 hrs./185 days	
Villanueva, Griselda	Child Nutrition Worker, Position #2849 Ritchen 5.0 hrs./185 days	8/18/2014
	Child Nutrition Worker, Position #2057 Itinerant 5.0 hrs./185 days	
<u>In Lieu of Layoff</u>		
Avalos, Manuel	Child Nutrition Worker, Position #2139 Curren 4.5 hrs./185 days	8/18/2014
	Child Nutrition Worker, Position #2616 Chavez 4.5 hrs./185 days	
Brown, Yvonne	Child Nutrition Cafeteria Coordinator, Position #2137 Kamala 8.0 hrs./189 days	8/20/2014
	Child Nutrition Cafeteria Coordinator, Position #2158 McAuliffe 6.5 hrs./189 days	
<u>Unpaid Leave of Absence</u>		
Kossman, Maribeth	Site Technology Technician, Position #2508 Harrington 8.0 hrs./192 days	9/12/2014- 9/11/2015
<u>Reemployment</u>		
Flores, Rosio	Preschool Assistant (B), Position #2664 Rose Ave. 3.0 hrs./183 days	8/18/2014

D.1 On motion by Trustee Del Rio-Barba, seconded by Trustee Duff, and carried on a roll call vote of 5-0; the Board of Trustees nominated Trustee Denis O’Leary as a representative for Director-at-Large, Asian Pacific Islander and Hispanic. Trustee O’Leary accepted and will submit the required documents to CSBA before the deadline of October 3, 2014.

CSBA – ALL FOR
NOMINATION FOR
DIRECTORS-AT-LARGE,
ASIAN PACIFIC ISLANDER
AND HISPANIC
(Motion #14-35)

D.2 Mr. Jorge Gutierrez, Executive Director of Facilities Planning, Engineering and Operations provided background information on the project at Kamala School. Following discussion, on motion by Trustee O’Leary, seconded by Trustee Robles-Solis and carried on a roll call vote of 4-0-1; four Ayes from President Morrison, Trustees Duff, O’Leary and Robles-Solis; Trustee Del Rio-Barba abstained; the Board of Trustees ratified Change Order #1 in the amount of \$15,430.00 to the original contract price of \$312,729.25 with USA Shade which resulted in a net change of 4.9%, for additional work done at Kamala School.

RATIFICATION OF
CHANGE ORDER #1 –
USA SHADE
(Motion #14-36)

F.1 On motion by Trustee O’Leary, seconded by Trustee Duff and carried on a roll call vote of 5-0; the Board of Trustees reviewed and adopted the Board Policy and Administrative Regulation listed below, for a second reading as presented:

SECOND READING
OF BOARD POLICIES,
REGULATIONS AND
BYLAWS

BP 0410 (Revised)	Philosophy, Goals, Objectives and Comprehensive Plans NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES	Vaca
AR 4117.7 thru 4317.7 (Revised)	Human Resources EMPLOYMENT STATUS REPORTS	Vaca
AR 4117.14 thru 4317.14 (New)	Human Resources POST RETIREMENT EMPLOYMENT	Vaca

(Motion #14-37)

BP 5145.3 (Revised)	Students NONDISCRIMINATION/ HARASSMENT	Vaca
AR 5145.3 (New)	Students NONDISCRIMINATION/ HARASSMENT	Vaca
AR 6145.2 (Revised)	Instruction ATHLETIC COMPETITION	Vaca

Dr. Cesar Morales:

- Reported it was the third week of school and the first project of Measure R was the Harrington School Groundbreaking Ceremony held last week, a lot is happening in the Oxnard School District with summer projects being completed, parents and staff are excited about the new school.
- Provided information on a California Mathematics & Science Partnership Program (CMSPP) Federal Grant for classroom teachers in grades 4th and 5th which the district would like to pursue given the opportunity.
- Reported since the District has hired new teachers we are able to participate in applying for mini grants from the Ventura County Retired Teachers Association.
- Thanked the teachers and staff for a great start of the school year especially with the new construction and modifications of some rooms, staff was extremely flexible.
- Reported that the district has continued to balance classes and thanked the Human Resource Department for securing substitutes to assist with the growth in enrollment.

SUPERINTENDENT'S
ANNOUNCEMENTS

Mrs. Ana Del Rio-Barba:

- Reported Thursday's Groundbreaking Ceremony at Harrington School was exciting for the children, staff, parents, community and the Board, looking forward to January 2015 for the new school.
- She attended the Back-to-School Night at Sierra Linda School and there was standing room only, the Principal and staff did a wonderful job and it was great to see the parents and the children enjoying their school.
- Reported that she would be a presenter at the School Board Candidate Academy on Saturday, September 6th at the Ventura County Office of Education Center in Camarillo.
- Reported she would like to see the following in the future: receive CFW Policy monthly reports especially since the State Bond will not be on the ballot in November so what are the next steps and the timeline on how the projects are going to move forward; OMAG Grant would like to see this as an agenda item soon since the deadline is October 15, 2014.

TRUSTEES'
ANNOUNCEMENTS

Mr. Albert Duff Sr.:

- Reported the Harrington Groundbreaking Ceremony was exciting and he is looking forward to the new school.
- Reported he visited Kamala, Sierra Linda and Curren School to see the shade structures first hand and reported they did a good job.
- Reported he would like to see administration follow up on the OMAG Grant for the Oxnard School District stating music in schools is very effective.

Mr. Denis O’Leary:

- Reported he attended the Open House at Sierra Linda School, there was a lot of parent participation and he received good feedback from the parents and teachers. He stated that while walking the school grounds they noticed chalk residue on the blacktop, student’s work; and understood that there had been a request for the custodian to wash it off but that it was decided to let Mother Nature take care of it since we are conserving water, kudos to all on many levels.
- Reported he would like to see the following in the future: discuss and vote on the direction the district will take for class size reduction, review policy on living wages including an annual report, presentation from Mexican Consulate on Clases de Opportunity, Plaza Communication what the district can do to support the parents and students, receive an updated report on the California Voting Rights Act of 2001 redistricting for election.
- He reported that he spoke with Tony Skinner on Labor Day and was told that a study session on PLA was scheduled for mid-October.

Mrs. Veronica Robles-Solis:

- Reported she is looking forward to attending the Back to School Nights and visiting with the parents and students.
- Thanked the community for the passing of Measure R, reported we are starting to see the benefits of the bond with the Groundbreaking at Harrington School and the reconfiguration at the other schools.
- Reported she would like to see the following in the future: schedule a special board meeting to complete the Goals and Objectives for the District; requested a timeline of the milestones that have been accomplished with the passing of bond, “where we are and where are we going”.

Mr. Ernest “Mo” Morrison:

- Congratulated all of the staff for the hard work that has been done throughout the district to get the school year going.
- Reported he enjoyed the Harrington School Groundbreaking Ceremony, especially the students who were very proud of their school.

There being no further business, on motion by Trustee Del Rio-Barba, **ADJOURNMENT** seconded by Trustee Duff, President Morrison adjourned the meeting at 7:45 p.m.

Respectfully submitted,

DR. CESAR MORALES
District Superintendent and
Secretary to the Board of Trustees

By our signature below, given on this _____ day of _____, 20____, the
Governing Board of the Oxnard School District approves the Minutes of the Regular Board meeting of
September 3, 2014; on motion of Trustee _____, seconded by Trustee
_____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Regular Board Meeting
September 17, 2014

The Board of Trustees of the Oxnard School District met in regular session at 5:00 p.m. on Wednesday, September 17, 2014, at the Educational Service Center.

CALL TO ORDER

A roll call of the Board was conducted. Present were President Ernest “Mo” Morrison, and Trustees Ana Del Rio-Barba, Albert Duff Sr., Denis O’Leary and Veronica Robles-Solis. Staff members present were District Superintendent Dr. Cesar Morales, Assistant Superintendents Dr. Catherine Kawaguchi, Lisa Cline, Dr. Jesus Vaca; and Sylvia Carabajal, executive assistant.

ROLL CALL

Jazmin Rodriguez, 7th grade student at Haydock Middle School led the audience in the Pledge of Allegiance in English and Spanish.

PLEDGE OF ALLEGIANCE

Principal Dr. Bond, staff and students provided a presentation of what is happening at the Haydock Academy. Following the presentation several students and teachers from Haydock Middle School performed for the Board of Trustees and audience.

HAYDOCK MIDDLE SCHOOL PRESENTATION

Kelly Contreras, 8th grade student read the District’s Vision and Mission Statements in English. Jazmin Rodriguez, 7th grade student read the District’s Vision and Mission Statements in Spanish.

DISTRICT’S MISSION & VISION STATEMENT

A.5 Changes to the agenda were noted:

- Section C – Consent, C.13 Personnel, Certificated: PLEASE ADD: New Hire: Dr. Marlene Breitenbach, Principal, Marshall, August 27, 2014.
- Section C – Consent, C.1 Agreement #14-127 with 2 Teach, LLC was moved to Action Item D.4 for discussion at the request of Trustee Del Rio-Barba.

ADOPTION OF THE AGENDA

On motion by Trustee O’Leary, seconded by Trustee Duff and carried unanimously on a roll call vote of 5-0; the Board adopted the agenda, as amended.

Dr. Lishwara Ryar, Senior Engagement Manager with WestEd presented and provided a proposal for District Assistance and Intervention Team (DAIT) services to the Oxnard School District. Followed by a question and answer session.

STUDY SESSION: PRESENTATION ON DISTRICT ASSISTANCE INTERVENTION TEAM (DAIT) PROVIDERS

Dr. Jane Wagmeister, Executive Director Curriculum & Instruction and Dr. Carlos Dominguez, Director of Curriculum & Instruction with Ventura County Office of Education presented a proposal for District Assistance and Intervention Team (DAIT) services to the Oxnard School District. Followed by a question and answer session.

Jan Leight, Senior Executive with Focus on Results presented and provided a proposal for District Assistance and Intervention Team (DAIT) services to the Oxnard School District. Followed by a question and answer session.

ANNOUNCEMENT PRIOR TO CLOSED SESSION September 17, 2014:

After any public comments on the Closed Session agenda items, the Board will be recessing to Closed Session to consider the following:

No one addressed the Board on the closed session agenda.

PUBLIC COMMENT
CLOSED SESSION

Firstly, for CONFERENCE WITH LEGAL COUNSEL under *Government Code*, Section 54956.9,

- ANTICIPATED LITIGATION

Secondly, for CONFERENCE WITH LABOR NEGOTIATORS under *Government Code Sections 54957.6 and 3549.1*.

The District negotiator is the Assistant Superintendent of Human Resources & Support Services and the employee organizations are OEA, OSSA, CSEA: and all unrepresented personnel – administrators, classified management, confidential.

Finally, under *Government Code 54957 and Education Code 44943* for:

- PUBLIC EMPLOYEE(S) DISCIPLINE/DISMISSAL/RELEASE
- PUBLIC EMPLOYEE EVALUATION:
 - District Superintendent

Trustees convened to closed session at 6:50 p.m. until approximately 7:08 p.m. to discuss items on the closed session agenda.

CLOSED SESSION

President Morrison reported the Board took no reportable action during closed session and the Board would be returning to closed session following the regular meeting to complete the items on the closed session agenda.

REPORT ON
CLOSED SESSION

A.11 Dr. Morales presented the following new administrator to the Oxnard School District Board of Trustees: Dr. Andres Duran, Principal at McAuliffe School.

INTRODUCTION OF
NEW
ADMINISTRATOR

B.1 President Morrison read the Rules for Individual Presentations in English and Trustee Robles-Solis read the Spanish version.

RULES FOR
PRESENTATIONS

The following individuals addressed the Board of Trustees:

PUBLIC COMMENT

- Regarding lack of preschool teacher break coverage midpoint during work schedule: Maria Melendez, Mark Love, Ilene Poland and Jabbar Wofford
- Trustee Del Rio-Barba requested the Board discuss the concerns brought forward at some point.

The following items on the consent agenda were approved on motion of Trustee Del Rio-Barba, seconded by Trustee Duff, and carried on a roll call vote of 5-0, as amended.

CONSENT AGENDA
(Motion #14-38)

C.1 Approved the following agreements:

(Agreements)

- #14-124 with CSM Consulting Inc., to provide services relating to E-Rate funds for the 2015-2016 and 2016-2017 filing years; amount not to exceed \$67,000.00, to be paid with General Funds, payment will be from funds recovered from the E-Rate reimbursement;
- #14-125 with Buck Institute for Education, to provide training in Project Based Learning; amount not to exceed \$10,000.00, to be paid with MSAP Funds;

- #14-128 with CDR of Ventura County, Inc., for the purpose of supplying breakfast and lunches to the Head Start Program at Sierra Linda School for the 2014-2015 school year; CDR will reimburse the District for the cost of the meals provided.

C.2 Ratified Agreement #14-126 with Mixteco/Indigena Community Organizing Project (MICOP), to provide occasional necessary translation services between parents and teachers or office staff, be it Mixteco to Spanish or Mixteco to English; amount not to exceed \$50.00 per hour, to be paid with LCFF Funds.	(Ratification of Agreement #14-126 - MICOP)
C.3 Approved Resolution #14-10 to establish Special Reserve Fund 170 for premiums collected that can only be used to repair or replace lost or damaged technology equipment.	(Approval of Resolution #14-10 To Establish A Special Reserve Fund 170)
C.4 Adopted the Appropriations Limit Resolution #14-11 for 2013-2014 and 2014-2015, as required by law.	(Approval of Resolution #14-11: Adoption of Appropriation Limit (GANN) and Appropriations Subject to the Limit for 2013-2014 and 2014-2015)
C.5 Approved the Purchase Order/Draft Payment Report #14-02, as submitted.	(Purchase Order/Draft Payment Report #14-02)
C.6 Approved the destruction of records that have reached the end of their hard copy retention period.	(Approval of Destruction of Records)
C.7 Approved the Expenditure Transfer Report #13-11, as submitted)	(Expenditure Transfer Report #13-11)
C.8 Approved the Expenditure Transfer Report #14-01, as submitted)	(Expenditure Transfer Report #14-01)
C.9 Received the information on the district's current November 2006 Bond Budget Report, as of Friday, September 5, 2014.	(Report on 2006 Bond Construction Budget)
C.10 Approved the waiver of fees for the Mixteco Indigena Community Organizing Project (MICOP) for the use of Haydock School multipurpose room for food distribution.	(Request to Waive Fee for Use of Facilities Permit – MICOP)
C.11 Approved request for Mary Curtis, Director of Curriculum, Instruction & Accountability, Vicky Gonzales, Technology TOSA, Veronica Oros, English Learner Services TOSA and Teresa Guerra, English Learner Services TOSA; to attend the Leaderships and Learning Center Conference “Going Digital and Getting Results”, in Phoenix, AZ, from September 30, 2014 thru October 1, 2014; amount not to exceed \$5,000.00 for travel and lodging plus expenses, to be paid with Title II Funds.	(Request for Approval of Out-of-State Conference Attendance – LLC Digital Conference)

C.12 Approved the establishment, abolishment, reduction or increase in hours for classified positions:

(Established/Abolished/
Reduced/Increased
Hours of Positions)

Abolished:

- A five and a half hour, 183 day Instructional Assistant RSP, position number 2379, to be abolished in the Pupil Services department. This position will be abolished due to lack of work.

Increased:

- A five and a half hour, 183 day Paraeducator III, position number 2029, to be increased to five hours and forty five minutes in the Pupil Services department. This position will be increased to meet the needs of our students.
- A five and a half hour, 183 day Paraeducator III, position number 1962, to be increased to five hours and forty five minutes in the Pupil Services department. This position will be increased to meet the needs of our students.
- A five and a half hour, 183 day Paraeducator III, position number 2362, to be increased to five hours and forty five minutes in the Pupil Services department. This position will be increased to meet the needs of our students.

FISCAL IMPACT:

Savings for IA RSP-\$18,927 Special Ed
Cost for Paraeducator III's-\$7,716 Special Ed

C.8 Personnel actions:

(Personnel Actions)

The following certificated individuals to be employed in the capacities and for the terms indicated, their salaries to be determined in accordance with salary regulations of the District:

CERTIFICATED

Name	Position	Effective Date
<u>NEW HIRES</u>		
Randi Culver	Teacher, 4 SEI, Lemonwood	August 27, 2014
Joel Doswell	Teacher, 5 SEI, Marshall	August 28, 2014
Patricia Hamm	Teacher, SDC Pre-K, San Miguel	September 2, 2014
Reema Rana	Teacher, Mathematics, Chavez	August 28, 2014
Elena M. Garcia	Teacher on Special Assignment, Ramona	September 8, 2014
Kimberlee Ramirez	School Counselor, Haydock	September 9, 2014
Liliana Weichold	School Counselor, McKinna	September 9, 2014
Rochelle Rodriguez	School Counselor, McAuliffe	September 9, 2014
Stephanie V. Almstrom	School Counselor, Ritchen	September 9, 2014
Marisela L. Guillen	School Counselor, Drifill	September 9, 2014
Chari Farias	School Counselor, Marina West	September 9, 2014
Viridiana Rodriguez	School Counselor, Fremont	September 10, 2014
Teresa Silvas	School Counselor, Chavez	September 10, 2014
Mayra A. Perez	School Counselor, Rose Avenue	September 10, 2014
Nadia Gutierrez	School Counselor, Elm	September 11, 2014
KerryAnn Schuette	School Counselor, Marshall	September 12, 2014
Claudia Martinez	School Counselor, Ramona	September 15, 2014
Dr. Andres Duran	Principal, McAuliffe	September 22, 2014
Cindy Medrano	Teacher, ELA, Drifill	August 25, 2014
Donna Cowles	Teacher, K Support, Curren	August 18, 2014
Jana Devine	Teacher, 6 SEI/ELM, Kamala	September 15, 2014
Paul Martinez	Teacher, Opportunity, Haydock	September 15, 2014
Juan Navarro	Teacher, 6 SEI/ELM, Frank	September 18, 2014
Nicole Espinoza	Teacher, 5 SEI/ELM, Ramona	September 18, 2014

Intervention Services Provider (less than 20 hours per week not to exceed 75% or 135 days a year)

Teresa Lapata	Brekke School	August 21, 2014
Mary Lang	Brekke School	August 21, 2014
Erin Lynch	Brekke School	August 21, 2014

The following classified individuals to be employed in the capacities and for the terms indicated, their salaries to be determined in accordance with salary regulations of the district, it being understood that substitute classified personnel and regular classified personnel performing substitute duties will be assigned by the administration and paid in accordance with salary regulations governing the specific assignments: CLASSIFIED

Name	Position	Effective Date
<u>New Hire</u>		
Olivares, JoAnn	Intermediate School Secretary (B), Position #6339 Rose Ave. 8.0 hrs./192 days	9/4/2014
<u>Limited Term</u>		
Aguilera, Naomi	Clerical	8/28/2014
Amason, Scarlet	Clerical	8/20/2014
Avalos, Martha P	Clerical & Child Nutrition Worker	8/20/2014
Chinery, Roberta	Clerical	8/19/2014
Coronado, Maria J.	Child Nutrition Worker	8/21/2014
Gonzales, Paulina	Paraeducator	8/26/2014
Hernandez, Lorena	Clerical & Child Nutrition Worker	8/21/2014
Jauregui, Sonia	Paraeducator	8/25/2014
McKenzie, Terri	Clerical	8/11/2014
Olaso, Myrna	Paraeducator	9/3/2014
Pratt, Lynn	Clerical	8/25/2014
Ramirez, Lupe	Clerical	8/25/2014
Rosales, Arcelia	Paraeducator	8/25/2014
Rosene, Sandra	Clerical	8/14/2014
Sanchez, Jamie	Clerical	8/14/2014
Sanchez, Rocio	Clerical & Child Nutrition Worker	8/11/2014
Solorio, Jenifer	Clerical	8/25/2014
Soria, Violet	Clerical	8/13/2014
Trevino, Irene	Clerical	8/12/2014
Weiss, Leslie	Clerical	9/17/2014
<u>Promotion</u>		
Garibay, Luis	Help Desk Support Technician, Position #2899 Information Technology 8.0 hrs./246 days Site Technology Technician, Position #2510 McKinna 8.0 hrs./192 days	9/15/2014
Marin, Maribel	Intermediate School Secretary, Position #6338 Fremont 8.0 hrs./192 days Paraeducator III, Position #2117 Pupil Services 5.5 hrs./183 days	9/5/2014
<u>Increase in Hours</u>		
Barragan, Priscila	Paraeducator III, Position #2552 Pupil Services 5.75 hrs./183 days Paraeducator III, Position #2552 Pupil Services 5.5 hrs./183 days	9/2/2014

Cazares-Flores, Mariella	Paraeducator II (B), Position #1706 Pupil Services 5.75 hrs./183 days Paraeducator II (B), Position #1706 Pupil Services 5.5 hrs./183 days	8/20/2014
Furster, Soledad	Paraeducator III, Position #1955 Pupil Services 5.75 hrs./183 days Paraeducator III, Position #1955 Pupil Services 5.0 hrs./183 days	9/2/2014
Lopez, Jose	Paraeducator III, Position #977 Pupil Services 5.75 hrs./183 days Paraeducator III, Position #977 Pupil Services 5.0 hrs./183 days	9/2/2014
Miller, Linda	Paraeducator III, Position #2798 Pupil Services 5.75 hrs./183 days Paraeducator III, Position #2798 Pupil Services 5.5 hrs./183 days	9/2/2014
Rojas, Dulce	Paraeducator III, Position #2711 Pupil Services 5.75 hrs./183 days Paraeducator III, Position #2711 Pupil Services 5.5 hrs./183 days	9/2/2014
Serratos, Ruby	Paraeducator III, Position #1936 Pupil Services 5.75 hrs./183 days Paraeducator III, Position #1936 Pupil Services 5.0 hrs./183 days	9/2/2014
<u>Unpaid Leave of Absence</u>		
Magallanes, Cristina	Instructional Assistant Severely Handicapped, Position #2396 Pupil Services 5.5 hrs./183 days	8/19/2014-8/19/2015
<u>Resignation</u>		
Fuentes, Justina	Health Care Technician, Position #2693 Pupil Services 7.0 hrs./183 days	9/12/2014
Mojica, Sylvia	Intermediate School Secretary, Position #384 Haydock 8.0 hrs./192 days	9/5/2014
Ramos, Hilary	Child Nutrition Worker, Position #1704 McKinna 3.0 hrs./185 days	9/10/2014

D.1 Ms. Lisa Cline, Assistant Superintendent, Business & Fiscal Services presented the District's 2013-2014 Unaudited Actual Financial Information per Education Code Section 42100.

OXNARD SCHOOL DISTRICT 2013-2014 UNAUDITED ACTUAL FINANCIAL INFORMATION

Following discussion, on motion by Trustee Del Rio-Barba, seconded by Trustee O'Leary, and carried on a roll call vote of 5-0; the Board of Trustees accepted the Oxnard School District 2013-2014 Unaudited Actual Financial Information and authorized its filing with the Ventura County Office of Education.

(Motion #14-39)

D.2 On motion by Trustee Del Rio-Barba, seconded by Trustee Duff, and carried on a roll call vote of 5-0; the Board of Trustees approved Change Order #1 to #FC-P15-00121 in the amount of \$990.00 to the original contract price of \$34,985.00 with Mission Paving and Sealing, Inc., which resulted in a net change of 2.8% for additional work done.

APPROVAL OF CHANGE ORDER #1 TO #FC-P15-00121 – ASPHALT REPAIR PROJECT (Motion #14-40)

D.3 On motion by Trustee Del Rio-Barba, seconded by Trustee Robles-Solis, and carried on a roll call vote of 5-0; the Board of Trustees approved the Notice of Completion and filing of such notice with the County Recorder's Office, for Bid #13-INF-01, Driffill School Storm Water Prevention Project with J & H Engineering General Contractors, Inc.

APPROVAL OF NOTICE OF COMPLETION, DRIFFILL SCHOOL STORM WATER PREVENTION PROJECT, BID #13-INF-01 (Motion #14-41)

D.4 Trustee Del Rio-Barba requested Agreement #14-127 with 2 Teach, LLC, be moved from consent to action for discussion. She requested clarification on the amount that was being paid per day. Dr. Catherine Kawaguchi reported that the district had worked with this company for two years and Dr. Wendy Murawski is the national expert for professional development and coaching for Co-Teaching model which allows for a consistent and efficient system for teachers and administrators to assist in providing services to the district's Special Education students.

APPROVAL OF AGREEMENT #14-127 – 2 TEACH, LLC (Motion #14-42)

Following discussion, on motion by Trustee Del Rio-Barba, seconded by Trustee Robles-Solis and carried on a roll call vote of 5-0; the Board of Trustees approved Agreement #14-127 with 2 Teach, LLC, to provide professional development and coaching for the Co-Teaching model during the 2014-2015 school year; amount not to exceed \$31,500.00, to be paid with Title I Funds.

E.1 Mr. Yuri Calderon introduced Greg Norman and Greg Grant with CFW, Inc., he provided an update on the Facilities Implementation Program which included information on Phase I of the Basic Program included was the funding sources, schedules and plan to move forward without the Governor's Bond on the November 2014 ballot. Following discussion between the Board of Trustees, administration and Mr. Calderon, the Board thanked him for the report.

REPORT ON FACILITIES IMPLEMENTATION PROGRAM

Trustees O'Leary departed at 7:44 p.m.

(Trustee Departure)

Dr. Cesar Morales:

- Thanked all of the parents for their participation in attending Back To School Night, special kudos to teachers and staff for the welcoming environment. He reported half of the schools have held their BTSN and attendance was great, he is looking forward to attending the rest of the BTSN.
- Reported he participated in two September 11th Remembrances Celebrations at Frank Middle and Elm Street Schools.
- Thanked the OSD Finance Team for a solid budget and thanked Lisa Cline and Janet Penanhoat for the many years of hard work which is why the District is in good standing today.
- Reported he attended the LAFCO meeting this morning to present the district's position in site acquisition and enrollment growth needs. Also met with the Deputy City Manager and City Project Manager earlier in the week to share the district's needs in more land for school sites.
- Informed the Board that the first Superintendent In Your Corner recording was scheduled for Friday of this week and he would communicate the airing schedule by O.P.I.E. to them as soon as available. Also reported that there would be programs from the school sites highlighting the great things happening at the schools.

SUPERINTENDENT'S ANNOUNCEMENTS

TRUSTEES'
ANNOUNCEMENTS

Mrs. Ana Del Rio-Barba:

- Reported she had attended the Back-To-School Nights at Sierra Linda which had a great turn out and she is always impressed by the parents, students and the support teams. She also attended Curren and walked through the science lab with a very excited teacher about the environment. She also attended Marshall, McAuliffe, Brekke, Lemonwood, Ramona, Ritchen and McKinna Schools Back-To-School-Nights.
- She also attended the Las Fiestas Patrias on Friday sponsored by the Mexican Consulate.
- Reported she also attended the 9-11 Memorial Events at Frank and Elm Schools.
- Requested to discuss the PEG Funds, inform administration that the funds were going to be distributed and requested administration meet with the City Manager to inform them that the District was interested in obtaining those funds as well.

Mr. Albert Duff Sr.:

- Reported he stopped by Marshall School to meet the new principal Dr. Breitenbach; he also visited McAuliffe School.

Mrs. Veronica Robles-Solis:

- Welcomed Dr. Duran to McAuliffe School, stating that she had spoken to some parents and they were very excited to meeting Dr. Duran at the Back-To-School-Night event and were looking forward to his leadership.
- Shared how pleased she was to see the Haydock students perform this evening and was looking forward to the December event and see how the Academies were doing at the Middle Schools.
- Reported she attended the Back-To-School-Night events at Curren, Soria and McKinna Schools.
- Requested an update report on the Strands at K-5 and K-8 schools.

Mr. Ernest "Mo" Morrison:

- Reported he enjoyed visiting the schools inside and out at the Back-To-School-Night events, was most impressed by the leadership of the principals, the enthusiasm of the teachers and the parent involvement at all levels.
- Stated he attend an ACSA meeting and sat next to the Oxnard Union High School District Superintendent Dr. Soumakian and discussed many topics included the enrollment growth and the need for new schools.

Trustees reconvened to closed session at 8:32 p.m. until approximately 10:30 p.m. to discuss items on the closed session agenda.

CLOSED SESSION

President Morrison reported the Board took no reportable action during closed session.

REPORT ON CLOSED SESSION

President Morrison reported the Board had received a request from the Personnel Commissioners to schedule a joint meeting and after reviewing calendars it was suggested to try for Wednesday, October 8, 2014 at 5:00 p.m.

Request for Joint Meeting with Board & Personnel Commissioners

There being no further business, on motion by Trustee Duff, seconded by Trustee Robles-Solis, President Morrison adjourned the meeting at 10:36 p.m.

ADJOURNMENT

Respectfully submitted,

DR. CESAR MORALES

District Superintendent and
Secretary to the Board of Trustees

By our signature below, given on this _____ day of _____, 20____, the
Governing Board of the Oxnard School District approves the Minutes of the Regular Board meeting of
September 17, 2014; on motion of Trustee _____, seconded by Trustee
_____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Regular Board Meeting
October 1, 2014

The Board of Trustees of the Oxnard School District met in regular session at 5:02 p.m. on Wednesday, October 1, 2014, at the Educational Service Center.

CALL TO ORDER

A roll call of the Board was conducted. Present were President Ernest “Mo” Morrison, and Trustees Ana Del Rio-Barba, Albert Duff Sr., and Denis O’Leary; Trustee Veronica Robles-Solis had not arrived. Staff members present were District Superintendent Dr. Cesar Morales, Assistant Superintendents Dr. Catherine Kawaguchi, Lisa Cline, Dr. Jesus Vaca; and Sylvia Carabajal, executive assistant.

ROLL CALL

Aaron Garcia, 8th grade student and Isaac Hernandez, 8th grade student at Kamala School led the audience in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Aaron Garcia, 8th grade student read the District’s Vision and Mission Statements in English. Isaac Hernandez, 8th grade student read the District’s Vision and Mission Statements in Spanish.

DISTRICT’S MISSION & VISION STATEMENT

Trustee Robles-Solis arrived at 5:04 p.m.

(Arrival of Trustee)

Principal McDaniels reported there many positive changes at Kamala School and how better to see them than through the lenses of the 7th and 8th grade students. A presentation was shown to the audience. Following the presentation Mrs. McDaniels thanked Ms. Sims, advisor for the Photograph Club and Destiny Cobian, Esmeralda Renteria and Jisell Camarena for putting the presentation together. The students then distributed photographs the students had taken to each of the Board Members and Cabinet Members.

KAMALA SCHOOL PRESENTATION

A.5 Changes to the agenda were noted:

ADOPTION OF THE AGENDA

➤ Section C – Consent, C.3 Ratification of WAL #001 for DSA Inspector of Record Services at Project. No. 4 – Harrington Reconstruction was moved to Action Item D.5 for discussion at the request of Trustee Duff.

On motion by Trustee Del Rio-Barba, seconded by Trustee Duff and carried unanimously on a roll call vote of 5-0; the Board adopted the agenda, as amended.

ANNOUNCEMENT PRIOR TO CLOSED SESSION October 1, 2014:

After any public comments on the Closed Session agenda items, the Board will be recessing to Closed Session to consider the following:

No one addressed the Board on the closed session agenda.

PUBLIC COMMENT CLOSED SESSION

Firstly, for CONFERENCE WITH LEGAL COUNSEL under *Government Code*, Section 54956.9,

- ANTICIPATED LITIGATION
- EXISTING LITIGATION

Secondly, for EXPULSION OF STUDENT and readmit under *Education Code*, Section 48916.

Thirdly, for CONFERENCE WITH LABOR NEGOTIATORS under *Government Code Sections 54957.6 and 3549.1*.

The District negotiator is the Assistant Superintendent of Human Resources & Support Services and the employee organizations are OEA, OSSA, CSEA; and all unrepresented personnel – administrators, classified management, confidential.

Finally, under *Government Code 54957 and Education Code 44943* for:

➤ PUBLIC EMPLOYEE(S) DISCIPLINE/DISMISSAL/RELEASE

Trustees convened to closed session at 5:21 p.m. until approximately 7:07 p.m. to discuss items on the closed session agenda. CLOSED SESSION

President Morrison reported the Board took the following action in closed session: REPORT ON CLOSED SESSION

- On motion by Trustee Morrison, seconded by Trustee Robles-Solis and carried on a roll call vote of 5-0; the Board of Trustees approved a Stipulated Suspended Expulsion and transfer to Gateway School for the remainder of the year in Case No. 14-01. (Motion #14-43)

A.10 On motion by Trustee Del Rio-Barba, seconded by Trustee Duff and carried on a roll call vote of 5-0; the Board of Trustees approved the minutes of special board meeting July 9, 2014, and regular board meeting July 23, 2014, as submitted. APPROVAL OF MINUTES (Motion #14-44)

B.1 President Morrison read the Rules for Individual Presentations in English and Trustee Robles-Solis read the Spanish version. RULES FOR PRESENTATIONS

The following individuals addressed the Board of Trustees: PUBLIC COMMENT

- Dick Thomason, Ventura County Taxpayers, in opposition of PLA (Public Labor Agreements);
- Ismael Avalos, parent, concerns with the District's procedures of overflowing students, would like some assistance.

B.2 This being the time and date noticed President Morrison opened the public hearing to determine if the district is providing its students with sufficient textbooks or instructional materials that are consistent with the content and cycles of the curriculum frameworks adopted by the state board for the core subject areas, presented in the resolution. Being there were no written or oral comments or requests President Morrison declared the hearing closed. PUBLIC HEARING Approval of Hearing to Present Resolution #14-09 On Sufficiency of Textbooks or Instructional Materials for 2014-2015 (Motion #14-45)

On motion by Trustee Robles-Solis, seconded by Trustee O'Leary and carried on a roll call vote of 5-0, the Board of Trustees approved Resolution #14-09 on sufficiency of textbooks or instructional materials for 2014-2015 school year.

The following items on the consent agenda were approved on motion of Trustee Del Rio-Barba, seconded by Trustee Duff, and carried on a roll call vote of 5-0, as amended. CONSENT AGENDA (Motion #14-46)

C.1 Approved the following agreements:

(Agreements)

- #14-132 with Children’s Resource Program/Ventura County Medical Resources Foundation, to ensure that all children in Ventura County can obtain health care services through doctors/physicians that volunteer their time and services and are contracted with CRP; no fiscal impact to the District;
- #14-133 with Art Trek, Inc., to provide 12-14 district art lessons at Rose Avenue School; amount not to exceed \$11,000.00, to be paid with LCFF Funds;
- #14-134 with Dial Security, to provide District Wide Alarm Monitoring Services for the 2014-15 fiscal year; amount not to exceed \$78,503.14, to be paid with General Fund;
- #14-135 with Loyola Marymount University, to review District procedures and implementation of the English Language Services Department; effective October 2, 2014 through June 30, 2015; amount not to exceed \$90,095.00, to be paid with LCFF Funds.

C.2 Ratified the following agreements:

(Ratification of Agreements)

- Amendment #1 to Agreement #14-50 with Ventura County Office of Education, for exceptional services to special education students that consist of support from Special Circumstances Paraeducators (SCP’s) for the 2014-15 school year; Amendment #1 is for \$12,255.99 to provide services for one additional student JA031802; original contract was for \$380,894.23, total contract is \$393,150.22, to be paid with Special Education Funds;
- #14-123 with Casa Pacifica School, to provide nonpublic school services for student RR012703, for the 2014-15 school year, excluding Extended School Year; amount not to exceed \$32,760.00, to be paid with Special Education Funds;
- #14-129 with Ventura County Office of Education/SELPA, to provide Occupational Therapist (OT), and Certified Occupational Therapist Assistant (COTA) services for the 2014-15 school year; amount not to exceed \$69,120.00, to be paid with Special Education Funds;
- #14-130 with Ventura County Office of Education/SELPA, to provide Social/Emotional Services Specialist (SESS) services for the 2014-15 school year; amount not to exceed \$53,760.00, to be paid with Special Education Funds.

C.3 *Moved to D.5 for discussion by Trustee Duff.*

(Ratification of Work Authorization Letter (WAL) #001 for DSA Inspector Of Record (I.O.R.) Services at Project No 4 – Harrington Reconstruction per Master Agreement #13-129 with Knowland Construction Services)

C.4 Ratified WAL #002 to Master Agreement #13-122 with Earth Systems Southern California (Earth Systems) for materials testing and special inspection services for Project No. 4 – Harrington Reconstruction; for a lump sum fixed fee of: \$94,700.00, to be paid with Measure “R” Bond Funds.	(Ratification of Work Authorization Letter (WAL) #002 for Materials Testing & Special Inspection Services at Project No. 4 – Harrington Reconstruction per Master Agreement #13-122 with Earth Systems Southern California)
C.5 Declared the surplus property obsolete and approve its disposal, as permitted by California Education Code §17546.	(Disposal of Surplus Personal Property)
C.6 Received the information on the district’s current November 2006 Bond Budget Report, as of Friday, September 19, 2014.	(Report on 2006 Bond Construction Budget)
C.7 Approved the establishment, abolishment, reduction or increase in hours for classified positions:	(Established/Abolished/Reduced/Increased Hours of Positions)

Established:

- An eight hour, 246 day District Community Liaison, position number 6587, to be established in the Educational Services department. This position will be established as requested as part of the LCAP.
- An eight hour, 246 day Mixteco Translator, position number 2487, to be established in the Educational Services department. This position will be established to help support the District’s growing Mixteco population.
- A five hour and forty five minute, 183 day Paraeducator III, position number 6583, to be established in the Pupil Services department. This position will be established to meet the needs of our students.
- An five hour and forty five minute, 183 day Paraeducator II bilingual, position number 6580, to be established in the Pupil Services department. This position will be established to meet the needs of our students.
- An five hour and forty five minute, 183 day Paraeducator II bilingual, position number 6581, to be established in the Pupil Services department. This position will be established to meet the needs of our students.
- An five hour and forty five minute, 183 day Paraeducator II bilingual, position number 6583, to be established in the Pupil Services department. This position will be established to meet the needs of our students.
- A five hour, 185 day Child Nutrition Worker, position number 6547, to be established at Driffill school. This position will be established due to the increase in meal serving.

Increased:

- A five hour, 185 day Child Nutrition Worker, position number 2220, to be increased to five and a half hours at Fremont school. This position will be increased due to the increase in meal serving periods.
- A four hour, 185 day Child Nutrition Worker, position number 2425, to be increased to five hours at Fremont school. This position will be increased due to the increase in meal serving periods.

- A five and a half hour, 183 day Paraeducator II bilingual, position number 1499, to be increased to five hours and forty five minutes in the Pupil Services department. This position will be increased to meet the needs of our students.
- A five and a half hour, 183 day Paraeducator III, position number 2117, to be increased to five hours and forty five minutes in the Pupil Services department. This position will be increased to meet the needs of our students.

FISCAL IMPACT:

Cost for District Community Liaison-\$76,084 LCFF

Cost for Mixteco Translator-\$64,994

Cost for Paraeducator III-\$23,800 Special Ed

Cost for Paraeducator II-\$66,986 Special Ed

Cost for Child Nutrition Worker-\$17,548 Cafeteria

Cost for Child Nutrition Worker-\$3,503 Cafeteria

Cost for Child Nutrition Worker-\$1,751 Cafeteria

Cost for Child Nutrition Worker-\$3,503 Cafeteria

Cost for Paraeducator II-\$969 Special Ed

Cost for Paraeducator III-\$1,003 Special Ed

C.8 Personnel Actions:

(Personnel Actions)

The following certificated individuals to be employed in the capacities and for the terms indicated, their salaries to be determined in accordance with salary regulations of the District:

CERTIFICATED

Name	Position	Effective Date
<u>NEW HIRES</u>		
Marilu Lopez	Teacher, 1 TBE, Ramona	September 23, 2014
Erika Lozano-Gurrola	Teacher, 4/5 Newcomer, McKinna	September 23, 2014
Wendy Martinez	School Counselor, Kamala	September 23, 2014
Annette McComas	Teacher, .5 K Support, Soria	September 22, 2014
Emily Rendon	Teacher, RSP, Soria	September 23, 2014
Rogelio Solis	Teacher, 6 SE, Frank	September 23, 2014
Basilio Gonzales	Substitute Teacher	2014/15 School Year
Maritza Loya	Substitute Teacher	2014/15 School Year
Jeremy Meyer	Substitute Teacher	2014/15 School Year
Darcie Ouerbacker	Substitute Teacher	2014/15 School Year
Sheila Reilly	Substitute Teacher	2014/15 School Year
Emily Reynolds	Substitute Teacher	2014/15 School Year
Robert Shute	Substitute Teacher	2014/15 School Year
Rachel Valdivia-Ornelaz	Substitute Teacher	2014/15 School Year
Breana Varela	Substitute Teacher	2014/15 School Year
Charity Whitney	Substitute Teacher	2014/15 School Year
<u>RESIGNATION</u>		
Nicole Espinoza	Teacher, 5 SEI/EL, Ramona	September 18, 2014

The following classified individuals to be employed in the capacities and for the terms indicated, their salaries to be determined in accordance with salary regulations of the district, it being understood that substitute classified personnel and regular classified personnel performing substitute duties will be assigned by the administration and paid in accordance with salary regulations governing the specific assignments:

CLASSIFIED

Name	Position	Effective Date
<u>New Hire</u>		
Bollington, Mary	Secretary, Position #2976 Ed. Services 8.0 hrs./205 days	9/15/2014
Burkhart, Alma	Office Assistant II (B), Position #475 Haydock 8.0 hrs./203 days	9/22/2014
Estrada, Brenda	Outreach Specialist (B), Position #6076 Frank 8.0 hrs./180 days	9/8/2014
Guerrero, Theresa	Child Nutrition Worker, Position #2175 Ritchen 4.0 hrs./185 days	9/17/2014
Moreno, Elizabeth	Intermediate School Secretary (B), Position #6243 Kamala 8.0 hrs./192 days	9/15/2014
Pio, Henry	Green Schools/Energy Conservation Manager, Position #5841 Facilities 8.0 hrs./246 days	9/16/2014
Ruiz Navarette, Yesenia	Child Nutrition Worker, Position #6408 Lemonwood 5.0 hrs./185 days	9/17/2014
Sanchez, Lydia	Intermediate School Secretary (B), Position #8586 Driffill 8.0 hrs.192 days	9/16/2014
Topete, Oscar	Technology Services Technician, Position #2266 Information Technology 8.0 hrs./246 days	9/16/2014
<u>Limited Term</u>		
Barron, Imelda	Paraeducator	9/9/2014
De St Jean, Julie	Transportation Manager	8/28/2014
Dillon, Tiffany	Paraeducator	9/11/2014
Fernandez, Monica	Paraeducator	9/12/2014
Minjares, Kevin	Paraeducator	9/12/2014
Rivera, Georgina	Paraeducator	9/2/2014
Tellez, Teresa	Child Nutrition Worker	9/10/2014
<u>Promotion</u>		
Marin, Edith	School Office Manager (B), Position #1824 Ramona 8.0 hrs./210 days Human Resources Assistant (B), Position #535 Certificated Human Resources 8.0 hrs./215 days	8/27/2014
<u>Increase in Hours</u>		
Abramovitch, Floripes	Paraeducator II (B), Position #1487 Pupil Services 5.75 hrs./183 days Paraeducator II (B), Position #1487 Pupil Services 5.0 hrs./183 days	9/8/2014
Guapo, Sylvia	Paraeducator II (B), Position #2113 Pupil Services 5.75 hrs./183 days Paraeducator II (B), Position #2113 Pupil Services 5.5 hrs./183 days	8/20/2014

Mendez, Maria	Child Nutrition Worker, Position #2615 Itinerant 5.5 hrs./185 days Child Nutrition Worker, Position #2615 Itinerant 5.0 hrs./185 days	9/2/2014
Merida, Jennifer	Paraeducator II (B), Position #6434 Pupil Services 5.75 hrs./183 days Paraeducator II (B), Position #6434 Pupil Services 5.5 hrs./183 days	9/8/2014
<u>Transfer</u>		
Ortega, Alma	Office Assistant II (B), Position #6447 Fremont 8.0 hrs./203 days Office Assistant II (B), Position #475 Haydock 8.0 hrs./192 days	9/22/2014
Valerio, Marisa	Child Nutrition Worker, Position #6409 Curren 5.0 hrs./185 days Child Nutrition Worker, Position #2176 Ritchen 3.0 hrs./185 days	9/15/2014
<u>Unpaid Leave of Absence</u>		
Carmikle, Kyle	Paraeducator III, Position #2000 Pupil Services 5.5 hrs./183 days	9/8/2014-10/13/2014
<u>Retirement</u>		
Hansen, Deborah	Custodian, Position #39 District Office 8.0 hrs./246 days	11/19/2014
Quezada, Betty	Paraeducator II, Position #1199 Marina West 5.5 hrs./183 days	10/1/2014
<u>Termination</u>		
7982	Paraeducator I (B), Position #2557 NfL 3.0 hrs./55 days	9/16/2014

D.1 Mr. Scott Burkett with Caldwell Flores Winters, Inc. explained this resolution was to put the District in line to apply for pupil grants and eligibility for State Aid in order to keep moving forward in position for the project.

Following discussion, on motion by Trustee Del Rio-Barba, seconded by Trustee O’Leary, and carried on a roll call vote of 5-0; the Board of Trustees adopted Resolution #14-12, The Use of Grants Application For The Harrington Construction Project, by the Board of Trustees of The Oxnard School District; and authorized the Superintendent to submit the Use of Grant Project Funding Request Application for The Harrington Construction Project.

APPROVAL OF
RESOLUTION #14-12,
THE USE OF GRANTS
APPLICATION FOR THE
HARRINGTON
CONSTRUCTION
PROJECT, BY THE
BOARD OF TRUSTEES
OF THE OXNARD
SCHOOL DISTRICT
(Motion #14-47)

D.2 Mr. Jorge Gutierrez, Executive Director of Facilities Planning, Engineering & Operations provided background information that led to the need for the change order.

Following discussion, on motion by Trustee O’Leary, seconded by Trustee Duff, and carried on a roll call vote of 5-0; the Board of Trustees approved Change Order #1 for Bid #13-01 in the amount of \$9,997.13 to the original contract price of \$368,900.00 with Ardalán Construction Co., which resulted in a net change of 2.7%, for Ritchen/Sierra Linda Remodel Preschool Project.

APPROVAL OF CHANGE
ORDER #1 TO BID #13-01
ARDALAN
CONSTRUCTION CO.
(Motion #14-48)

D.3 Trustee O’Leary motioned to select Ventura County Office of Education to provide DAIT Services to the District, Trustee Duff seconded the motion, followed by discussion President Morrison called for the vote on the motion: Trustee Del Rio-Barba - Nay, Trustee Duff - Aye, Trustee O’Leary – Aye, Trustee Robles-Solis – Nay, President Morrison – Nay; the motion failed on a 2-3 vote.

APPROVAL OF DAIT PROVIDER
(Motion Failed #14-49)

Trustee Del Rio-Barba motioned to select West Ed to provide DAIT Services to the District, Trustee Robles-Solis seconded the motion, followed by discussion President Morrison called for the vote on the motion: Trustee Del Rio-Barba – Aye, Trustee Duff – Aye, Trustee O’Leary – Nay, Trustee Robles-Solis – Aye, President Morrison – Aye, on a roll call vote of 4-1; the Board of Trustees selected West Ed to provide DAIT Services to the district for the 2014-2015 school year.

(Motion #14-50)

D.4 The Board of Trustees requested administration review the Goals and Objectives for 2014-2015 and 2015-2016 school year. A PowerPoint presentation was reviewed and discussed as follows:

APPROVAL OF BOARD OF TRUSTEES/
SUPERINTENDENT GOALS & OBJECTIVES
(Motion #14-51)

- Goal 1 – Improve communication With Community and Staff by Dr. Cesar Morales, District Superintendent;
- Goal 2 – Create an Environment of Cultural Proficiency in our Classrooms, in the Workplace, and in the Community that Promotes a Healthy, Safe, Diverse and Inclusive Educational Environment by Dr. Catherine Kawaguchi, Assistant Superintendent, Educational Services;
- Goal 3 – Provide Friendly and Excellent Service to our Customers Throughout the District by Dr. Jesus Vaca, Assistant Superintendent, Human Resources & Support Services;
- Goal 4 – All Students Will Achieve High Academic Standards in a Nurturing, Creative and Innovative Learning Environment That Promotes Self-Discipline, Motivation and Excellence in Learning by Dr. Catherine Kawaguchi;
- Goal 5 – Adopt and Implement a Comprehensive Facilities Program That Improves Student Performance, Maximizes State Funding Opportunities and Reduces Overcrowding at Existing School Sites by Dr. Morales;
- Goal 6 – Develop the Annual Budget to Support the Educational Goals of the District by Ms. Lisa Cline, Assistant Superintendent, Business & Fiscal Services.

Followed with discussion which included adding a timeline to the goals for accountability and when the Goals & Objectives would be share with the school sites; on motion by Trustee O’Leary, seconded by Trustee Duff, and carried on a roll call vote of 5-0; the Board of Trustees approved the revised Board of Trustees/Superintendent Goals & Objectives, as presented.

D.5 Trustee Duff requested Item C.3 be moved from consent to action for discussion and requested information on the additional \$15,500.00 from the original cost where did that come from. Mr. Scott Burkett with Caldwell Flores Winters, Inc. explained the cost was for additional requirements made by the DSA at the last minute on the Preschool Project which included additional services for a DSA Inspector for inspection and approval of work on site.

Following discussion, on motion by Trustee Duff, seconded by Trustee Del Rio-Barba, and carried on a roll call vote of 5-0; the Board of Trustees ratified WAL #001 to Master Agreement #13-129 with Knowland Construction Services California (KCS) for DSA Inspector of Record (I.O.R.) services for Project No.4 – Harrington Construction; for a lump sum fixed fee of: \$235,584.00, to be paid with Measure “R” Bond Funds.

RATIFICATION OF
WORK
AUTHORIZATION
LETTER (WAL) #001 FOR
DSA INSPECTOR OF
RECORD (I.O.R.)
SERVICES AT PROJECT
NO 4 – HARRINGTON
RECONSTRUCTION PER
MASTER AGREEMENT
#13-129 WITH
KNOWLAND
CONSTRUCTION
SERVICES
(Motion #14-52)

E.1 Dr. Morales, District Superintendent, thanked the individuals who stayed for this part of the meeting and read into record the following: “For this evening’s E Report, we have the first of two information sessions for the School Board Trustees on the topic of Public Labor Agreements. The “E” Report session for tonight’s meeting will present one perspective opinion and information on Public Labor Agreements and on October 15th School Board meeting will have an “E” Report focusing on a different perspective, opinion and information on Public Labor Agreements.

PUBLIC LABOR
AGREEMENT (PLA)
INFORMATION
SESSION 1 OF 2

The information on content presented in tonight’s “E” Report and on October 15th “E” Report is for the Board to have an opportunity to be informed and exposed to varying positions on Public Labor Agreements. The School District is not responsible, recommending or endorsing any positions presented on these two board meeting “E” Reports at this time.

Tonight, I would like to introduce Mr. Eric Christen, representing the Ventura County Contractor’s Association and The Coalition for Fair Employment in Construction which will deliver Information Session 1 on Public Labor Agreements.”

The following individuals addressed the Board of Trustees:

PUBLIC COMMENT

- The following individuals spoke in opposition of Public Labor Agreements:
 - Randy Schram, Local Contractor;
 - David Atkin, Contractor
 - Lisa Erlund, General Contractor
 - Richard Atmore, Director of General Contractor
 - John Alamillo
 - David Grau, Ventura County Taxpayers Association

- The following individuals spoke in support of Public Labor Agreements:
 - David Valenzuela
 - Jess Gutierrez
 - Francine Castanon

- Jose Garcia, resident, requested that training be provided for those students that will not go into education but the work force, more apprentices programs, provide not only a job but a career path.

Mr. Eric Christen, representing the Ventura County Contractor’s Association and The Coalition for Fair Employment in Construction provided an in depth presentation on what is a PLA (Public Local Agreement), whom the provisions are for, the opposition of PLA and the negative effects of PLA.

Following the presentation, the Board of Trustees held a question/answer session with Mr. Christen regarding PLAs.

Dr. Cesar Morales:

- Stated that there is a lot of information on PLA and the District aims to have quality projects and best possible programs for the student; committed to delivering the Harrington, Elm and Lemonwood Projects and celebrating the accomplishments.
- Thanked the Board for their comments and approval of the Board/Superintendent Goals & Objectives.

SUPERINTENDENT’S
ANNOUNCEMENTS

Mrs. Ana Del Rio-Barba:

- Reported she attended the final Back-To-School-Nights at Drifill, Ramona and Lemonwood Schools, great turn out and good to see the parents interested on where their child attends school.
- Attended the CAFE Conference in Ventura on Friday, district was well represented 81 individuals attended; she appreciated that the parents were invited to participate in the learning opportunity/professional development.
- Attended the DELAC meeting which was well attended by the parents, there were good questions and parents are interested in getting more involved at their school sites.
- Requested to revisit discussion/action item regarding the English Learner Director, to see if there is a need to modify the job title.

TRUSTEES’
ANNOUNCEMENTS

Mr. Albert Duff Sr.:

- Reported he had visited Frank School Science labs and there are two classrooms that need assistance; also the chairs are not adjustable so they are either too high or too low.

Mr. Denis O’Leary:

- Announced the Governor signed SB 1174 Senator Lara’s Multilingual Education for A 21st Century Economy Act which nullifies Proposition 227 in 2016, he applauded the Governor, the Senator and the Oxnard School District for adopting a resolution in support of AB 1174.
- Requests to discuss and vote on class size reduction, seat down and actually start the process of working on a PLA, report on the Living Wage which should be done annually, and discussion on Plaza Communication.

Mrs. Veronica Robles-Solis:

- Attended the DELAC meeting and commended the parents for getting involved and communication to the other parents, she thanked the ELAC and DELAC parents.
- Questioned support on the redistribution of student iPads, where do they get their FYD if they do not have it and also the Apps are not on the new iPad how do they get them back.

Mr. Ernest "Mo" Morrison:

- Reported he attended the Back-To-School-Nights with Chavez, Rose Avenue and Driffill, very impressed with the organization at the schools and the number of parents that attended.
- Reported he and the Superintendent met with the City Mayor, City Manager and Deputy Manager and stated they discussed a joint meeting with the district which the City is agreeable to in the future but it would be all district in one night, still in the planning stages but looking forward to setting this up.
- He also reported that he had to apologize to the Mayor for not assigning a Board Member to their Educational Partnership Committee and only sending Trustee O'Leary as an observer. President Morrison would like to bring the item back for approval to appoint Trustee O'Leary to this committee and stated he would also be attending.

There being no further business, on motion by Trustee O'Leary, **ADJOURNMENT** seconded by Trustee Robles-Solis, President Morrison adjourned the meeting at 9:43 p.m.

Respectfully submitted,

DR. CESAR MORALES
District Superintendent and
Secretary to the Board of Trustees

By our signature below, given on this _____ day of _____, 20____, the Governing Board of the Oxnard School District approves the Minutes of the Regular Board meeting of October 1, 2014; on motion of Trustee _____, seconded by Trustee _____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Regular Board Meeting
August 21, 2013

The Board of Trustees of the Oxnard School District met in regular session at 5:00 p.m. on Wednesday, August 21, 2013, at the Educational Service Center.

CALL TO ORDER

A roll call of the Board was conducted. Present were President Ana Del Rio-Barba, Albert Duff Sr., Denis O’Leary, Ernie Morrison and Veronica Robles-Solis. Staff members present were District Superintendent Dr. Cesar Morales, Assistant Superintendents Cathy Kawaguchi and Lisa Cline; and Sylvia Carabajal, executive assistant.

ROLL CALL

Natalie Leon, 4th grader in Ms. Coleman’s class, read the District’s Mission & Vision in English and Spanish.

DISTRICT’S
MISSION & VISION
STATEMENT

Jared Carranza, 4th grader in Ms. Arroyo-Leon’s class, who led the audience in the Pledge of Allegiance.

PLEDGE OF
ALLEGIANCE

Mrs. Villavicencio provided the audience with a Power Point presentation highlighting Lemonwood Elementary School.

LEMONWOOD
ELEMENTARY
SCHOOL
PRESENTATION

A.5 Changes to the outline of the agenda were noted:

- Removed A.11 Introduction of New Administrators – no administrators to introduce per Dr. Morales;
- Moved C.16 Ratification of Agreements for Supplemental Education Services (SES) Providers for 2013-2014 to Action Item D.10, at the request of Trustee O’Leary.

ADOPTION OF THE
AGENDA

On motion by Trustee Duff, seconded by Trustee O’Leary and carried unanimously; the Board adopted the agenda, as amended.

A.5 Mrs. Catherine Kawaguchi, Assistant Superintendent, Educational Services introduced Dr. Linda Gonzalez with New Directions for Academic Advancement, Dr. Shannon Coletti, Principal at Rose Avenue School, Mrs. Carol Flores-Beck, Principal at Driffill School and Dr. Jairo Arellano, Principal at Chavez School. Mrs. Kawaguchi reviewed the requirements the District (LEA – Local Education Agency) must provide to support Program Improvement Schools.

STUDY SESSION
New Directions for
Academic
Advancement

Dr. Gonzalez congratulated all three principals for moving their API scores up to the 700 Club which took hard work and dedication from students, teachers, parents and staff. She reviewed the success was due to better utilization of data, increased parent involvement, Professional Development, Standard Alignment, improved Systematic Foundational Intervention and CST/Standards Review.

Dr. Coletti, Mrs. Flores-Beck and Dr. Arellano provided a brief description of their school site and what they implemented to assist the students and teachers to move forward and succeed.

Following discussion, the Board requested administration see what the Board could do to stabilize the movement of staff once the school year began; and possibly sending out a survey to the parents asking them how they felt or what they believe is contributing to the problem of the low grades and the movement of school staff.

ANNOUNCEMENT PRIOR TO CLOSED SESSION: August 21, 2013:

After any public comments on the Closed Session agenda items, the Board will be recessing to Closed Session to consider the following:

No one addressed the Board on the closed session agenda.

PUBLIC COMMENT
CLOSED SESSION

Firstly, for CONFERENCE WITH LEGAL COUNSEL under *Government Code*, Section 54956.9,

- ANTICIPATED LITIGATION(S): 1 case

Secondly, for CONFERENCE WITH LABOR NEGOTIATORS under *Government Code Sections 54957.6 and 3549.1*.

The District negotiator is the Assistant Superintendent of Human Resources & Support Services and the employee organizations are OEA, OSSA, CSEA: and all unrepresented personnel – administrators, classified management, confidential.

Thirdly, under *Government Code 54957 and Education Code 44943* for:

- PUBLIC EMPLOYEE(S) DISCIPLINE/DISMISSAL/RELEASE
- PUBLIC EMPLOYEE(S) REASSIGNMENT/APPOINTMENT:
 - Appointment of Interim Assistant Superintendent of Human Resources and Support Services
 - Appointment of Interim Principal
 - Appointment of Manager, Special Education
- PUBLIC EMPLOYEE(S) EVALUATIONS:
 - Administrator – Principal(s)
 - District Superintendent

Trustees convened to closed session at 6:15 p.m. until approximately 7:07 p.m. to discuss items on the closed session agenda.

CLOSED SESSION

President Del Rio-Barba reported the Board would be returning to closed session after the regular board meeting to complete items on the closed session agenda, she also reported the Board took the following action in closed session:

REPORT ON
CLOSED SESSION

- On motion by Trustee Duff, seconded by Trustee Robles-Solis and carried unanimously, the Board of Trustees appointed Dr. Nancy Carroll as the Interim Assistant Superintendent, Human Resources and Support Services;
- On motion by Trustee O’Leary, seconded by Trustee Duff and carried unanimously, the Board of Trustees appointed Peter Chapa as Interim Principal;
- On motion by Trustee Morrison, seconded by Trustee O’Leary and carried unanimously, the Board of Trustees appointed Danielle Reyes as Manager, Special Education.

(Motion #13-11)

(Motion #13-12)

Motion #13-13)

B.1 Trustee Duff read the Rules for Individual Presentations in English and President Del Rio-Barba read them in Spanish.

RULES FOR
PRESENTATIONS

No one addressed the Board at this time of the agenda.

PUBLIC
COMMENTS

The following items on the consent agenda were approved on motion of Trustee O’Leary, seconded by Trustee Duff, and carried on a roll call vote of 5-0; as presented.

CONSENT AGENDA
(Motion #13-14)

C.1 Approval/ratification of the following agreements:

(Agreements)

- #13-58 with AVID Center to provide a college readiness system that is designed to increase school wide learning and performance; amount not to exceed \$15,000.00, to be paid with Title I Funds;
- #13-59 with ENCORP to provide the three-year asbestos re-inspection of schools as required by AHERA; amount not to exceed \$3,400.00, to be paid with Safety Credits;
- #13-60 with Mixteco/Indigena Community Organizing Project (MICOP) to provide Case Management, Resource & Referrals, August 22, 2013 through June 30, 2014; amount not to exceed \$57,598.00, to be paid out of First 5/Oxnard Neighborhood for Learning Funds;
- #13-61 with Mixteco/Indigena Community Organizing Project (MICOP) to provide Aprendiendo con Mamá y Papá program, August 22, 2013 through June 30, 2014; amount not to exceed \$13,025.00, to be paid out of First 5/Oxnard Neighborhood for Learning Funds;
- #13-62 with Mixteco/Indigena Community Organizing Project (MICOP) to provide Bebé Sano Workshops, August 22, 2013 through June 30, 2014; at no cost to the District;
- #13-68 with American Fidelity Administrative Services, LLC, to assist in analyzing the District’s current health benefits structure and rules and the effects of Health Care Reform; amount not to exceed \$20,000.00, to be paid out of Unrestricted General Funds;
- #13-72 with Child Development Resources of Ventura County Inc. to provide Head Start/State Preschool services at Marina West NfL Preschool, August 22, 2013 through June 30, 2014; at no cost to the District;
- #13-73 with Child Development Resources of Ventura County Inc. to provide Head Start/State Preschool services at Sierra Linda NfL Preschool, August 22, 2013 through June 30, 2014; at no cost to the District;
- #13-74 with Continuing Development Inc. to provide Early Learning program at Harrington NfL Preschool, August 22, 2013 through June 30, 2014; amount not to exceed \$255,701.00, to be paid out of the First 5/ Oxnard Neighborhood for Learning Funds;
- #13-75 with Paula Lee Cornelius-Lopez, Ph.D. to provide assistance with the Special Education Self Review (SESR) 2013-2014; amount not to exceed \$2,400.00 – Fee \$60.00 per hour, minimum of 40 hours, to be paid with Special Education Funds;
- #13-76 with Children’s Resource Program/Ventura County Medical Resources Foundation to provide health care to all children in Ventura County regardless of access to health insurance or families’ ability to pay for health care; the District will not be charged for the services provided by Children’s Resource Program/Ventura County Medical Resources Foundation;
- #13-77 with Parent Institute for Quality Education (PIQE) to provide parent training course for the parents of children enrolled at Haydock Intermediate School; amount not to exceed \$1,500.00, to be paid 72% EIA/LEP Funds and 28% Title I Funds;

- #13-79 with Mixteco/Indigena Community Organizing Project (MICOP) to provide occasional necessary translation between parents and teachers or office staff; amount not to exceed \$40.00 per hour, to be paid with LEP Funds;
- #13-80 with Child Development Resources of Ventura County, Inc. (CDR), Oxnard School District will provide breakfast and lunches to students in the CDR Head Start Program at Sierra Linda School during the 2013-14 school year; CDR will reimburse the District for the cost of the meals provided;
- #13-83 with Oxnard Police Department to provide the services of two School Resource Officers to support OSD on issues surrounding safety, violence prevention and intervention; amount not to exceed \$99,424.00, to be paid with School Safety Funds;
- #13-87 with Dial Security to provide District Wide Alarm Monitoring Services for the 2013-14 school year; amount not to exceed \$75,916.56, to be paid with General Funds.

C.2 Ratified Agreement #13-63 with California Department of Education – Child Development Division Contract #CSPP-3642, July 1, 2013 through June 30, 2014; amount not to exceed \$929,160.00 funded to OSD to operate State Preschool Program.

(Ratification of Agreement #13-63 with California Department of Education – Child Development Division Contract #CSPP-3642)

C.3 Ratified Agreement #13-65 with Assistance League, Non-Public School to provide instruction program to thirteen (13) Special Education Students; amount not to exceed \$113,100.00, to be paid with Special Education Funds.

(Ratification of Agreement #13-65 with Assistance League, Non-Public School)

C.4 Ratified Agreement #13-66 with Assistance League, Non-Public School to provide instructional program to fifteen (15) Special Education Students; amount not to exceed \$139,500.00, to be paid with Special Education Funds.

(Ratification of Agreement #13-66 with Assistance League, Non-Public School)

C.5 Ratified Agreement #13-67 with Ventura County Office of Education (VCOE) for the 2013-2014 school year, to provide exceptional services to five (5) Special Education Students; amount not to exceed \$188,723.24, to be paid with Special Education Funds.

(Ratification of Agreement #13-67 with Ventura County Office of Education)

C.6 Ratified Agreement #13-78 with Action Preparedness Training to provide CPR training and First Aid training to teachers and support staff as needed for the 2013-2014 school year; amount not to exceed \$5,000.00, to be paid with Title I Funds.

(Ratification of Agreement #13-78 with Action Preparedness Training)

C.7 Ratified Agreement #13-81 with the Oxnard Performing Arts & Convention Center to allow usage of the PACC on Monday, August 19, 2013 for the Districts' 2013 SIP Day Orientation; amount not to exceed \$865.00, to be paid with Unrestricted General Funds.

(Ratification of Agreement #13-81 with Oxnard Performing Arts & Convention Center)

- C.8 Approved the employment contract between the Board of Trustees and Nancy J. Carroll, PH.D. for the position of Interim Assistant Superintendent, Human Resources & Support Services and execute said contract. (Approval of contract with Interim Assistant Superintendent, Human Resources & Support Services)
- C.9 Approved Resolution #13-08 with the California Department of Education Child Development Division. (Approval of Resolution #13-08 with California Department of Education – Child Development Division for contract CSPP-3642)
- C.10 Approved the State Preschool Handbook for 2013-2014. (Approval of State Preschool Handbook for 2013-2014)
- C.11 Declared the Certification of Signatures as that of the agent(s) authorized for signature for the Oxnard School District. (Certification of Signatures)
- C.12 Approved participation with the Ventura Unified School District Bid #FNS3-14 for the district wide purchase and delivery of produce from The Berry Man Inc., for the performance term of the Ventura Unified School District’s agreement. (Participation per Public Contract Code §20118 – OSD for The Purchase and Delivery of Produce Products)
- C.13 Received the information on the district’s current November 2006 Bond Budget Report, as of Thursday, August 8, 2013. (Report on 2006 Bond Construction Budget)
- C.14 Approved the Purchase Order/Draft Payment Report #12-10, as submitted. Purchase Order/Draft Payment Report #12-10)
- C.15 Re-appointed Norma Magaña, Risk Manager, as the Board Representative to the Ventura County Schools Self-Funding Authority, and Lisa Cline, Assistant Superintendent Business & Fiscal Services, as the Alternate via execution of the attached form. (Designation of Representative and Alternate to the Ventura County Schools Self-Funding Authority’s Board of Directors)
- C.16 *Moved to Action Item D.10 for discussion.* (*Ratification of Agreements for Supplemental Educational Services (SES) Providers for 2013-2014*)

C.17 Approved the establishment, abolishment, reduction or increase in hours for classified positions: (Established/Abolished/Reduced/Increased Hours of Positions)

Established:

- A four hour, 203 day Office Assistant II Bilingual, position number R02909, to be established in Educational Services. The position will be established to provide clerical support for the Oxnard NFL program.

FISCAL IMPACT:

Cost for Office Assistant II - \$18,320.58

C.18 Personnel actions: (Personnel Actions)

The following certificated individuals to be employed in the capacities and for the terms indicated, their salaries to be determined in accordance with salary regulations of the District: CERTIFICATED

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
<u>New Hire</u>		
Katherine Burns	Teacher, Art, Frank	August 19, 2013
Carolyn Carlson	Teacher, English Language Arts, Haydock	August 19, 2013
Jason Edgmond	Teacher, Physical Education, Haydock	August 19, 2013
Karen Kelem	Teacher, Life Sciences, Fremont	August 19, 2013
Anne Lucas	Teacher, SDC, Deaf/HH, Marshall	August 19, 2013
Ashley V. Oetken	Teacher, English Language Arts, Fremont	August 19, 2013
Anita Schermer	Speech/Language Specialist, Pupil Services	August 19, 2013
Michelle Styring	Teacher, 6 SEI/ELM, McAuliffe	August 19, 2013
Mary L. Fluke	Teacher, SDC Mod/Sev Kindergarten, Kamala	August 19, 2013
<u>Re-hire</u>		
Noel Felix	Teacher, 6 SEI/ELM, Ramona	August 19, 2013
Peter Chapa	Principal Substitute	August 1, 2013
<u>Retirement</u>		
Gary Bazzell	Teacher, Special Education, Frank	June 20, 2013
Gloria Rodriguez	Teacher, Physical Science, Frank	June 21, 2013
<u>Resignation</u>		
Trisha Hirth	Teacher, English Language Arts, Fremont	March 6, 2013
Sonia King	Teacher, 5/6 SEI/ELM, Elm	August 6, 2013
<u>Leave of Absence</u>		
Michelle LaMonte	Teacher, Special Education M/M, Fremont	August 1, 2013-August 1, 2014

The following classified individuals to be employed in the capacities and for the terms indicated, their salaries to be determined in accordance with salary regulations of the district, it being understood that substitute classified personnel and regular classified personnel performing substitute duties will be assigned by the administration and paid in accordance with salary regulations governing the specific assignments: CLASSIFIED

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
<u>New Hire</u>		
Avila, Kimberly	Child Nutrition Worker, Position #R02617 Itinerant 4.5 hrs./185 days	8/19/2013
Barajas, Jessica	Child Nutrition Worker, Position #R01287 Rose Ave. 5.0 hrs./185 days	8/19/2013
Bernal, Jessica	Child Nutrition Worker, Position #R02425 Fremont 3.0 hrs./185 days	8/19/2013
Kubilos, Teresita	Preschool Teacher, Position #R00767 San Miguel 4.0 hrs./183 days	8/19/2013
Muskevitch, Shane	Child Nutrition Worker, Position #R02139 Curren 4.0 hrs./185 days	8/19/2013
Prado, Maricela	Child Nutrition Worker, Position #R02838 Frank 3.0 hrs./185 days	8/19/2013
Trinidad, Jeanette	Child Nutrition Worker, Position #R02892 Driffill 3.0 hrs./185 days	8/19/2013
Villanueva, Griselda	Child Nutrition Worker, Position #R02057 Itinerant 5.0 hrs./185 days	8/19/2013
<u>Limited Term</u>		
Mungaray, Ernesto	Grounds Maintenance Worker	7/9/2013
<u>Exempt</u>		
Barajas, Jessica	Campus Assistant	5/4/2013
Briones, Iris	Campus Assistant	5/14/2013
De La Rosa, Leticia	Campus Assistant	5/1/2013
Fernandez, Maria	Campus Assistant	5/6/2013
Fuqua, John	Campus Assistant	5/13/2013
Lopez, Elena	Campus Assistant	5/10/2013
Maciel, Jillian	Campus Assistant	5/13/2013
Morales, Hunter	Campus Assistant	6/10/2013
<u>Promotion</u>		
Fraire Miranda, Edgar	Outreach Specialist (B), Position #R02688 Marshall 5.75 hrs./180 days	8/21/2013
	Paraeducator III, Position #R02682 Elm 5.5 hrs./183 days	
Freeman, Alicia	School Office Manager, Position #R00225 Marina West 8.0 hrs./210 days	
	Secretary, Position #R00922 Ed. Services 8.0 hrs./246 days	8/1/2013
<u>Transfer</u>		
Gutierrez, Martha	Secretary, Position #R00922 Enrollment Center 8 hrs./246 days	8/1/2013
	Office Assistant III, Position #R01808 NfL 8.0 hrs./246 days	
Hernandez, Lorena	Paraeducator III (B), Position #R02907 Chavez 5.75 hrs./183 days	8/19/2013
	Instructional Assistant SH (M), Position #R02105 Chavez 5.5 hrs./183 days Pupil Services	

Marquez, Juana	Attendance Accounting Technician (B)), Position #R0358 Lemonwood 8.0 hrs./210 days Intermediate School Secretary (B), Position #R01503 Fremont 8.0 hrs./192 days	8/1/2013
Ramirez, Jeannete	Office Assistant II (B), Position #R02136 Kamala 8.0 hrs./203 days Office Assistant II (B), Position #R00970 Brekke 7.0 hrs./203 days	8/1/2013
<u>Reduction in Hours</u>		
Manansala, Melanie	Paraeducator III, Position #R02857 Pupil Services 5.0 hrs./183 days Paraeducator III, Position #R02857 Pupil Services 6.0 hrs./183 days	8/26/2013
<u>Release During Probation</u>		
3579	Preschool Assistant (B), Position #R00443 McKinna 3.0 hrs./183 days Preschool Teacher, Position #R01496 Rose Ave. 4.0 hrs./183 days	8/19/2013
<u>Unpaid Leave of Absence</u>		
Carter, Taylor	Library Media Technician, Position #R02517 Curren 5.0 hrs./190 days	8/19/2013
Del Moral, Lucile	Child Nutrition Worker, Position #R01982 Elm 4.0 hrs./185 days	8/19/2013- 9/31/2013
<u>Resignation</u>		
Cervantes, Miguel Angel	Paraeducator III, Position #R01953	7/16/2013
Torres, Mario	School Office Manager, Position #R00734	8/19/2013
<u>Retirement</u>		
Vasquez, George	Bus Driver, Position #R01089 Transportation 8.0 hrs./183 days	10/3/1988- 9/22/2013

D.1 Ms. Lisa Cline, Assistant Superintendent, Business & Fiscal Services reported that the district is in the final stages of the site review process with the California Department of Education for approval of the Southwest (Seabridge) school site and this is one of the requirements.

Following discussion, on motion by Trustee O'Leary, seconded by Trustee Duff and carried on unanimously; the Board of Trustees approved of amendment to Emergency Operations Plan – Tsunami Update for Southwest (Seabridge) School Site.

REQUEST FOR
APPROVAL OF
AMENDMENT TO
EMERGENCY
OPERATIONS PLAN
– TSUNAMI UPDATE
FOR SOUTHWEST
(SEABRIDGE)
SCHOOL SITE
(Motion #13-15)

D.2 Following discussion, on motion by Trustee Robles-Solis, seconded by Trustee Morrison and carried unanimously; the Board of Trustees approved Agreement #13-85 with WM Surveys, Inc. for the performance of surveying services for Project No. 4 – Harrington Reconstruction.

CONSIDER APPROVAL OF CONSULTANT CONTRACT #13-85 WITH WM SURVEYS, INC., FOR SURVEYING SERVICES FOR PROJECT NO. 4 – HARRINGTON ELEMENTARY SCHOOL RECONSTRUCTION (Motion #13-16)

D.3 Following discussion, on motion by Trustee Duff, seconded by Trustee Robles-Solis and carried unanimously; the Board of Trustees approved Agreement #13-86 with Koury Engineering & Testing, Inc. for the performance of geotechnical engineering services of Project No. 4 – Harrington Reconstruction.

CONSIDER APPROVAL OF CONSULTANT CONTRACT #13-86 WITH KOURY ENGINEERING & TESTING, INC. FOR GEOTECHNICAL ENGINEERING SERVICES FOR PROJECT NO. 4 – HARRINGTON ELEMENTARY SCHOOL RECONSTRUCTION (Motion #13-17)

D.4 On motion by Trustee Duff, seconded by Trustee O’Leary and carried unanimously; the Board of Trustees approved Field Contract #FC-P14-00586 with Ardalan Construction Co. Inc. to install handicap accessible improvements in front of Educational Services Center/District Office; amount not to exceed \$5,750.00, to be paid with Measure L Funds.

APPROVAL OF FIELD CONTRACT #FC-P14-00586 WITH ARDALAN CONSTRUCTION COMPANY (Motion #13-18)

D.5 On motion by Trustee Robles-Solis, seconded by Trustee Morrison and carried unanimously; the Board of Trustees approved Agreement #13-84 with FCG Environmental Consulting Services to provide hazardous materials testing and consulting services for nine school sites; amount not to exceed \$13,165.00, to be paid with Measure R Funds.

APPROVAL OF AGREEMENT #13-84 WITH FCG ENVIRONMENTAL CONSULTING SERVICES (Motion #13-19)

D.6 On motion by Trustee Morrison, seconded by Trustee Duff and carried unanimously; the Board of Trustees approved Change Order #1 for Bid #12-02 for the Data Center alteration Project in the amount of \$13,126.18, to the original contract price of \$497,000.00, for a total sum of \$510,126.18; a net change of 2.7%, to be paid with Measure L Funds.

APPROVAL OF CHANGE ORDER #1 TO BID #12-02 WAISMAN CONSTRUCTION COMPANY INC., DATA CENTER (Motion #13-20)

D.7 On motion by Trustee Morrison, seconded by Trustee Duff and carried unanimously; the Board of Trustees ratified Purchase Order #P14-00277 with ZENCO Engineering Inc. for removal and disposal of asbestos contained in floor tile and mastic in the Administration building at Curren School; amount not to exceed \$995.00, to be paid with Deferred Maintenance Funds.

RATIFICATION OF
PURCHASE ORDER
#P14-00277 WITH
ZENCO
ENGINEERING INC.
– CURREN SCHOOL
(Motion #13-21)

D.8 On motion by Trustee O’Leary, seconded by Trustee Robles-Solis and carried unanimously; the Board of Trustees ratified Purchase Order #P14-00278 with EORM Environmental Services for PCM Clearance Sampling in the Administrative building at Curren School; amount not to exceed \$1,375.00, to be paid with Deferred Maintenance Funds.

RATIFICATION OF
PURCHASE ORDER
#P14-00278 WITH
EORM
ENVIRONMENTAL
SERVICES –
CURREN SCHOOL
(Motion #13-22)

D.9 On motion by Trustee O’Leary, seconded by Trustee Robles-Solis and carried unanimously; the Board of Trustees ratified Purchase Order #P14-00585 with Reliable Floor Covering Inc. for replacement of carpet in classroom #806 at Harrington School; amount not to exceed \$2,590.00, to be paid with Deferred Maintenance Funds.

RATIFICATION OF
PURCHASE ORDER
#P14-00585 WITH
RELIABLE FLOOR
COVERING INC., -
HARRINGTON
SCHOOL
(Motion #13-23)

D.10 Mrs. Catherine Kawaguchi, Assistant Superintendent, Educational Services reported the district is required to provide these services and each SES provider is state approved. Trustee O’Leary requested discussion on this item because he believed there had been board policy in place regarding SES providers. Ms. Kawaguchi informed the Board that there was no policy, this is state mandated and the district must provide services but it had been recommended to monitor providers with a student learning plan which specified the goals for each student by the provider which is reviewed by district staff annually. Trustee O’Leary questioned if it was possible to work with the State Department on making some changes and he volunteered to assist, Dr. Morales stated he would look into it.

RATIFICATION OF
AGREEMENTS FOR
SUPPLEMENTAL
EDUCATIONAL
SERVICES (SES)
PROVIDERS FOR
2013-2014

Francine Castanon, parent, concerns with the SES providers, and the possibilities of going with different programs like the high school for individual student needs.

Public Comment

On motion by Trustee O’Leary, seconded by Trustee Duff and carried on a 5-0 vote; the Board ratified Agreements #13-36, #13-37, #13-38, #13-39, #13-40, #13-41, #13-42, #13-43, #13-44, #13-45, #13-46, #13-47, #13-48, #13-49, #13-50, #13-51 and #13-52 to provide SES tutoring for the students in OSD for 2013-2014 school year; amount not to exceed \$700,000.00, to be paid with Title I, Part A for School of Choice and Supplemental Educational Services.

(Motion #13-24)

E.1 Mrs. Catherine Kawaguchi, Assistant Superintendent, Educational Services and Mr. Daniel Kubilos, Chief Information Officer provided a presentation on the Oxnard’s Programing For Instructional Excellence (O.P.I.E.) which included history, previous funding, the budget and sustainability for the future of the program. Following the presentation there was discussion on how O.P.I.E. could be utilized more efficiently to advertise to the parents, public etc., information on Back-To-School Nights dates, ELAC and DELAC meetings informing the community on what is happening in the district. There was a lengthy discussion on the need to upgrade the equipment and the need for more staffing for the success of the program.

O.P.I.E.
PRESENTATION

Trustee O’Leary reported that he attended the Community Relations Commission, City of Oxnard meeting where a report on the PEG funds which indicated that the City did not owe any money to our district or another district in the City because of the 2008 law and there was no connection between the City and the district. A few slides later it was indicated that O.P.I.E. TV was provided by the City. City acknowledged there were funds in an account but did not specify how much was in the account.

Ernest Stein, Vice Chair on the Community Relations Commission Committee, reported on a meeting that was held a few days before to take an in-depth view of the PEG Fees and Franchise Fees in the City budget. He requested collaboration of the Board to assist the Committee with the operation of the Oxnard Public Access Channel (OPAC). The Board requested Mr. Stein submit his request in writing. Mr. Stein thanked the Board for the opportunity to address them.

PUBLIC COMMENT

Following discussion, direction to the Superintendent was to contact the City Manager and obtain more information on this topic; and also request a joint meeting between the Oxnard School District and the City of Oxnard Council.

E.2 Ms. Lisa Cline, Assistant Superintendent, Business & Fiscal Services provided an overview of the 2013-2014 budget revisions which included information on the Local Control Funding Formula (LCFF), Local Control Accountability Plan (LCAP), timeline for planning and budgeting process, review of unrestricted and restricted General Fund Revenue, review of unrestricted and restricted General Fund Expenditures, the multi-year budget projection and budgeting challenges.

2013-2014 BUDGET
REVISION

E.3 Mr. Jorge Gutierrez, Executive Director of Facilities Planning, Engineering and Operations introduced the Construction Management Team Eloy U. Retamal, President of EUL Consulting & Development, Inc. and Tom Brown, Manager of Engineering. Mr. Gutierrez reported that the project was 75% complete and was scheduled to be completed by December 2013 for a move in date January 2014. Following questions, the Board thanked the presenters for a great report.

DRIFFILL
ELEMENTARY
SCHOOL P2P+
PROJECT UPDATE

F.1 The Board of Trustees reviewed the Board Policies, Regulations and Bylaws, listed below, for a first reading and directed administration to bring back for adoption at the next board meeting.

FIRST READING OF
POLICIES,
REGULATIONS AND
BYLAWS

Revision Ar 1312.3	Community Relations UNIFORM COMPLAINT PROCEDURES	Carroll
Revision AR 3541.1	Business and Noninstructional Operations TRANSPORTATION FOR SCHOOL – RELATED TRIPS	Carroll/ Magaña
Revision BP/AP 7211	Facilities DEVELOPER FEES	Cline

Dr. Cesar Morales:

SUPERINTENDENT’S
ANNOUNCEMENTS

- Reported today was the first day of school for 2013-14 for the student and for himself as Superintendent. He visited eight schools which included Rose Avenue, Driffill, Haydock, Harrington, Elm, Lemonwood, Brekke and Frank and he planned to visit the rest of the school sited during the week.
- Reported he met with Chief Williams of the Oxnard Police Department regarding the relationship between OSD and Oxnard PD, they shared a lot of information and will continue to work as allies. Chief Williams discussed the potential use of Chavez School. Dr. Morales addressed the Board with a request to form a sub-committee of two Board Members, himself and meeting with Oxnard PD to explore and discuss the request. Following brief discussion, President Del Rio-Barba and Trustee O’Leary and Dr. Morales would meet with Oxnard PD.
- Stated during a Rotary meeting he had the opportunity to meet Dr. Jamillah Moore, Ventura Community College Chancellor and reported she was excited about the District’s Academies and would like to pursue partnership.
- Thanked Trustee O’Leary for inviting him to the MIXTECO Backpack give away, where over 600 backpacks were distributed at Harrington School; he thanked all of the volunteers that helped benefit the community.
- Reported he was honored to be the Keynote Speaker at the Welcome Back Event on August 20, 2013, stated it was a great experience and thanked the Board of Trustees for attending and sharing the message to the OSD family; he felt it was a positive event and looked forward to more events and performances.
- Requested the Board consider a special board meeting in September specifically to review the construction and reconfiguration plan; following discussion the Board agreed to Wednesday, September 11, 2013 to begin at 5:00 p.m.

Mrs. Veronica Robles-Solis:

TRUSTEES’
ANNOUNCEMENTS

- Thanked Dr. Morales for a great event, she shared that she had spoken with teachers and they shared they felt refreshed, welcomed and ready to get back into the classroom to start the new school year and could not wait to meet Dr. Morales in person.
- Reported while dropping off her daughter for kindergarten at Soria, she realized that the concerns she had about being a K-8 school were not apparent this morning, they had grown together into one community. She stated it was nice to be at Soria this morning, everyone was excited to come back to school, and it was welcoming and more comforting to have the K-8 atmosphere.

TRUSTEES'
ANNOUNCEMENTS

Mr. Ernie Morrison:

- Reported he enjoyed the gathering of having everyone in one place, heard a lot of positive reactions; his daughter told him she was fired up and ready to get started. He believed some were really surprised and hoped that everyone could maintain the feelings felt today.
- Stated he would like to have a discussion on the K-8 program, to see how the district can make it a seamless, empowering transition of adding older students to the campus building responsibility for their school.

Mr. Denis O'Leary:

- Congratulated to all of the students and staff that started the first day of school today.
- Reported his district had their Welcome Back Event today and the teachers were talking about OSD's event and how there was even a video out there on the event.
- Thanked Dr. Morales for the presentation and for attending the MICOP Backpack give away which were actually 700 backpacks. He also presented an additional 150 backpacks to preschool children it was amazing and what a great community activity.

Mr. Albert Duff Sr.:

- Report that on August 5, 2013 he attended the Driffill Construction Oversight Committee there was no quorum, but they did view pictures and work that is being completed on the project.

Mrs. Ana Del Rio-Barba:

- Thanked Dr. Morales for bringing up the request from Oxnard Police Department regarding the use of Chavez School.
- Reported she attended the Ventura County School Board Association, Executive Board meeting where they plan the dinner meetings for the year and one of the topics that was discussed was "School Culture". There was discussion on Gateway School and how they had changed and she reported that OSD does not utilize the services because there is an alternative program within the school. She informed Catherine Kawaguchi that Mr. Greg Barker was going to contact her to obtain more information on the program in the district.
- Thanked Dr. Morales for the Welcome Back Event and reported she received many emails and telephone calls about the event. She stated she is very excited for a great year and cautioned Dr. Morales to find balance and take care of himself.

Trustees reconvened to closed session at 9:33 p.m. until approximately 10:15 p.m. to discuss items on the closed session agenda.

CLOSED SESSION

President Del Rio-Barba reported the Board took no reportable action during closed session.

REPORT ON CLOSED
SESSION

There being no further business, on motion by Trustee O'Leary seconded by Trustee Morrison, President Del Rio-Barba adjourned the meeting at 10:16 p.m.

ADJOURNMENT

Respectfully submitted,

DR. CESAR MORALES
District Superintendent and
Secretary to the Board of Trustees

By our signature below, given on this _____ day of _____, 20____, the
Governing Board of the Oxnard School District approves the Minutes of the Regular Board meeting of
August 21, 2013; on motion of Trustee _____, seconded by Trustee
_____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

BOARD AGENDA ITEM

Name of Contributor: Catherine Kawaguchi

Date of Meeting: 10/15/14

STUDY SESSION	_____
CLOSED SESSION	_____
SECTION B: HEARINGS	_____
SECTION C: CONSENT	<u> X </u>
SECTION D: ACTION	_____
SECTION E: REPORTS/DISCUSSION	_____
SECTION F: BOARD POLICIES	1 st Reading _____ 2 nd Reading _____

Approval of Amendment #1 to Agreement #14-07 - Diane Turini-Mize, LMFT, SEP (Kawaguchi/Phipps)

At the Board meeting of June 4, 2014, the Board of Trustees approved Agreement #14-07 with Diane Turini-Mize, Psychotherapy Consultant to provide individual and/or family psychotherapy for students in Kindergarten through 8th grade in the Oxnard School District, during the 2014-2015 school year. Ms. Mize will assess and treat students whose inappropriate school behavior affects his/her classroom learning. Her extensive training in complex trauma resolution addresses those classroom behaviors which impact the student's academic achievement and the learning of others. In addition, she will facilitate learning of anger management and decision making skills. Upon completion of assigned psychotherapy sessions, she will write a letter indicating the psychotherapy requirement has been met. She will also facilitate transition of students to their returning mainstreamed classroom in the Oxnard School District. Agreement #14-07 was originally approved in the amount not to exceed \$80,000.00.

The actual cost for services has exceeded the original amount and it is necessary to increase the amount of Agreement #14-07 by \$12,000.00 for 12 additional hours per month, for a total agreement amount of \$92,000.00 for 2014-2015. The increase is due to the need to provide support for School Counselors, School Counselor Cohorts, and Outreach Consultants in the Oxnard School District.

FISCAL IMPACT:

Not to exceed \$12,000.00 - Medi-Cal Funds

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Amendment #1 to Agreement #14-07 with Diane Turini-Mize.

ADDITIONAL MATERIAL:

Attached: Amendment #1, Diane Turini-Mize, LMFT, SEP #38366 (1 Page)
Proposal (1 Page)
Agreement #14-07, Diane Turini-Mize, LMFT, SEP #38366 (18 Pages)

**AMENDMENT #1 TO AGREEMENT #14-07 with
DIANE TURINI-MIZE, MFT CONSULTANT SERVICES
October 15, 2014**

At the Board meeting of June 4, 2014, the Board of Trustees approved Agreement #14-07 with Diane Turini-Mize, Psychotherapy Consultant to provide individual and/or family psychotherapy for students in Kindergarten through 8th grade in the Oxnard School District, during the 2014-2015 school year. Ms. Mize will assess and treat students whose inappropriate school behavior affects his/her classroom learning. Her extensive training in complex trauma resolution addresses those classroom behaviors which impact the student's academic achievement and the learning of others. In addition, she will facilitate learning of anger management and decision making skills. Upon completion of assigned psychotherapy sessions, she will write a letter indicating the psychotherapy requirement has been met. She will also facilitate transition of students to their returning mainstreamed classroom in the Oxnard School District. Agreement #14-07 was originally approved in the amount not to exceed \$80,000.00.

The actual cost for services has exceeded the original amount and it is necessary to increase the amount of Agreement #14-07 by \$12,000.00 for 12 additional hours per month, for a total agreement amount of \$92,000.00 for 2014-2015. The increase is due to the need to provide support for School Counselors, School Counselor Cohorts, and Outreach Consultants in the Oxnard School District.

DIANE TURINI-MIZE, LMFT, SEP, #38366:

By: _____
Diane Turini-Mize, LMFT, SEP, #38366

Date: _____

OXNARD SCHOOL DISTRICT:

By: _____
Lisa A. Franz, Director, Purchasing

Date: _____

Diane Turini Mize, LMFT, SEP
Licensed Marriage Family Therapist 38366
Somatic Experiencing® Practitioner
4309 Deepwell Lane
Moorpark, CA 93021
805-405-0718

To: Oxnard School District, 1051 South "A" Street, Oxnard, CA 93030

For: Diane Turini Mize, Licensed Marriage Family Therapist #38366

Date: September 23, 2014

RE: Proposal for support of School Counselors, School Counselor Cohorts, OutReach Consultants

SCOPE OF WORK:

Diane Turini Mize, Licensed Marriage Family Therapist #38366 will provide individual counselor and/or school counselor cohort support for counselors working in Kindergarten-8th grade in the Oxnard School District. Support will include on-site or phone conferencing for general or specific questions or concerns relating to individual and/or group counseling. She will provide training and support for counseling interventions such as Sandtray. She will lead or co-lead cohorts in case conferences. She will present information on relevant topics such as Self-Injury and Self-Care. She will provide training and support for educationally based trauma healing techniques. She will collaborate with counselors on difficult cases, triage and emergency cases based on individual need as requested by the Director of Pupil Services, Marikaye Phipps. These duties will be met by twelve (12) additional hours per month.

Additional areas of expertise: Trained in Sandtray - Worldplay; over ten years of weekly supervision of interns at the Free Clinic of Simi Valley, Simi Valley, CA;

Dates of Service: Academic School Year 2014-2015, 5 days a week.

Consultant Compensation: \$12,000.

OXNARD SCHOOL DISTRICT

Agreement #14-07

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services ("Agreement") is entered into as of this 4th day of June, 2014 by and between the Oxnard School District ("District") and Diane Turini-Mize, LMFT, SEP ("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:

- 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.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **August 20, 2014** through **June 30, 2015** (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- 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.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B "Compensation". The total compensation, including reimbursement for actual expenses, shall not exceed Eighty Thousand Dollars (\$80,000.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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


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

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


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

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

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

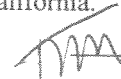
 (Initials)

- 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: Marikaye Phipps
 Phone: (805) 385.1501 x2161
 Fax: (805) 487.9648

To Consultant: Diane Turini-Mize, LMFT, SEP
 Marriage Family Therapist #38366
 4309 Deepwell Lane
 Moorpark, CA 93021
 Phone: (805) 405.0718
 Fax:

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

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

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

26. **Administration.** **MARIKAYE PHIPPS** 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:

Lisa A. Franz
Signature

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

6-10-14
Date

Tax Identification Number: 95-6002318

DIANE TURINI-MIZE, MA:

Diane Turini Mize
Signature

DIANE TURINI MIZE
Typed Name/Title

5/22/14
Date

Tax Identification Number: 80-0293367

Not Project Related

Project #14-07

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #14-07

SERVICES

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

***CONSULTANT WILL PROVIDE INDIVIDUAL AND/OR FAMILY PYSCHOTHERAPY FOR STUDENTS IN KINDERGARTEN THROUGH 8TH GRADE AS NEEDED IN THE OXNARD SCHOOL DISTRICT DURING THE 2014-15 SCHOOL YEAR.**

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

N/A

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 #14-07

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #14-07

COMPENSATION

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

**TOTAL FEE NOT TO EXCEED \$80,000.00

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 \$80,000.00, as provided in Section 4 of this Agreement.

Not Project Related

Project #14-07

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #14-07

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 #14-07

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 #14-07

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #14-07

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, **DIANE TURINI-MIZE, LMFT, SEP**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: 6-10-14

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

Diane Turini Mize, LMFT, SEP
Licensed Marriage Family Therapist 38366
Somatic Experiencing® Practitioner
4309 Deepwell Lane
Moorpark, CA 93021
805-405-0718

To: Oxnard School District, 1051 South "A" Street, Oxnard, CA 93030

For: Diane Turini Mize, Licensed Marriage Family Therapist #38366

Date: April 15, 2014

RE: Proposal for Individual and/or family Psychotherapy for students K-8th grade in the Oxnard School District.

SCOPE OF WORK:

Diane Turini Mize, Licensed Marriage Family Therapist #38366 will provide individual and/or family psychotherapy for students in Kindergarten-8th grade in the Oxnard School District. She will assess and treat students whose inappropriate school behavior affects his/her classroom learning. Her extensive training in complex trauma resolution addresses those classroom behaviors which impacts the student's academic achievement and the learning of others. In addition, she will facilitate learning of anger management and decision making skills. Upon completion of assigned psychotherapy sessions, she will write a letter indicating the psychotherapy requirement has been met. She will also facilitate transition of students to their returning mainstreamed classroom in the Oxnard School District.

Dates of Service: Academic School Year 2014-2015, 5 days a week.

Consultant Compensation: \$80,000

Certificate of Insurance (Proof of Coverage)

Date Issued: 2/11/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.
THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Insured Name and Mailing Address*	Program Administrator
<p>Diane Turini Mize, MFT c/o Diane Turini Mize 4309 Deepwell Lane Moorpark, CA 93021</p> <p><i>*Additional insured locations are often requested by individual business owners who have more than one office. Your coverage is portable, meaning that you are covered at any location for practice under the occupation(s) listed on your policy.</i></p>	<p>Administered By: CPH and Associates 711 S. Dearborn, Suite 205 Chicago, IL 60605 P. 312-987-9823 F. 312-987-0902 info@cphins.com</p> <p>Underwritten By: Philadelphia Indemnity Insurance Company</p>

Coverage

Policy #: PHCP019321	Effective Date: 02/21/2014	Expiration Date: 02/21/2015
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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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits of Liability		Coverage Part
EACH OCCURRENCE <i>(Per individual claim)</i>	AGGREGATE <i>(Total amount per policy year)</i>	
\$1 million	\$5 million	Professional Liability
1 million	3 million	Commercial General Liability <i>Includes: General Liability, Fire & Water Legal Liability, and Personal Liability</i>
\$15,000	\$15,000	Property Coverage
\$1 million	\$5 million	Supplemental Liability
Unlimited	Unlimited	Defense Expense Coverage
\$35,000	\$35,000	State Licensing Board Investigation Defense Coverage
\$15,000	\$15,000	Assault Coverage
\$10,000	\$35,000	Deposition Expense Benefit
\$5,000/person	\$50,000	Medical Expense Coverage
\$15,000	\$15,000	First Aid Coverage

Description/Special Provisions:

Certificate Holder	Cancellation
<p>PROOF OF COVERAGE</p> <p>Holder has also been added to the policy as an additional insured:** ___ Yes/XNo</p> <p>** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>	<p>Should any of the above described policy be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.</p>

<p>Holder has also been added to the policy as an additional insured:** ___ Yes/XNo</p> <p>** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>	<p style="text-align: center;">Authorized Representative</p> <p style="text-align: right;">C. Philip Hodson</p> <p style="text-align: center;"><i>C. Philip Hodson</i></p>
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DISCLAIMER: The Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend, or alter the coverage afforded by the policies listed thereon.

Philadelphia Indemnity Insurance Company

Locations Schedule

The following locations are covered under the Liability Coverage Enhancement PI-PHCP-11 (07/10)

Policy Number PHCP019321

Location No. Address

1 1633 Erringer Rd #207
 Simi Valley, CA 93065

2 1051 South A St
 Oxnard, CA 93030

ALLIED HEALTHCARE PROFESSIONAL AND SUPPLEMENTAL LIABILITY
INSURANCE POLICY DECLARATIONS
RENEWAL DECLARATIONS

ATTACH THIS RENEWAL DECLARATIONS TO YOUR EXPIRING POLICY

Policy Number: PHCP019321

Philadelphia Indemnity Insurance Company

Administered by: CPH & Associates
711 S. Dearborn St, Ste.205
Chicago, IL 60605

Diane Turini Mize, MFT
c/o Diane Turini Mize
4309 Deepwell Lane
Moorpark, CA 93021

Affiliation: AAMFT
Professional Occupation: Licensed Marriage and Family Therapist

Coverage Term From: 02/21/2014 To: 02/21/2015
at 12:01 a.m. Standard Time at the Insured's Mailing Address shown above.

COVERAGE A – PROFESSIONAL LIABILITY COVERAGE	LIMITS OF LIABILITY	PREMIUM
Individual-Each Incident:	\$N/A	\$289
Aggregate:	\$N/A	
Association, Partnership or Corporation-Each Incident:	\$1 million	
Aggregate:	\$5 million	
COVERAGE B – SUPPLEMENTAL LIABILITY COVERAGE		
Each Incident:	\$1 million	(Included)
Aggregate:	\$5 million	
STATE LICENSING BOARD INVESTIGATION DEFENSE COVERAGE		
	\$35,000	
COMMERCIAL GENERAL LIABILITY COVERAGE		
Each Incident:	1 million	\$ 243
Aggregate:	3 million	
PROPERTY COVERAGE		
	\$15,000	\$ 150

Premium (including taxes): \$ 682.00

Policy Forms & Endorsements: PI-PHCP-02 (07/10)

By:



Jamie Maguire, Authorized Representative

State Endorsement(s) made a part of this policy at the time of issue: refer to www.cphins.com

Call the Administrator to Verify Claims History at 1-800-875-1911

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

Additional Insured Endorsement

This endorsement modifies insurance provided under the following:

ALLIED HEALTHCARE PROVIDERS PROFESSIONAL
AND SUPPLEMENTAL LIABILITY POLICY

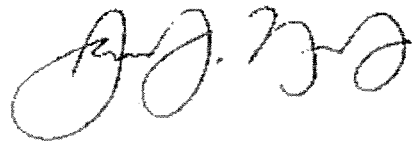
In consideration of the premium paid, this policy is amended as follows:

Oxnard School District is hereby added as an Additional Insured, solely for **Damages** arising out of a **Professional Incident** covered under this policy. The **Professional Incident** must arise out of services provided by the **Insured**, under contract with **Oxnard School District**.

Oxnard School District
1051 South A St
Oxnard, CA 93030

All other terms and conditions of this Policy remain unchanged. This endorsement is part of your Policy and takes effect on the effective date of your Policy, unless another effective date is shown below.

By:



Jamie Maguire, Authorized Representative

PI-PHCP-06 (3/01)

Policy #: PHCP019321
Effective on or after: 02/21/2014
Issued to: Diane Turini Mize, MFT
Expiration date: 02/21/2015

Endorsement #:PHCP-06

BOARD AGENDA ITEM

Name of Contributor(s): Catherine Kawaguchi

Date of Meeting: 10/15/14

STUDY SESSION _____
CLOSED SESSION _____
SECTION B: HEARINGS _____
SECTION C: CONSENT X
SECTION D: ACTION _____
SECTION E: REPORTS/DISCUSSION _____
SECTION F: BOARD POLICIES 1st Reading _____ 2nd Reading _____

Approval of Amendment #1 to Agreement/MOU #14-14, Ventura County Office of Education (Kawaguchi/Driver)

At the Board meeting of June 25, 2014, the Board of Trustees approved Agreement /MOU #14-14 with VCOE Department of Curriculum and Instruction to provide continued professional development and support for Teachers, Administrators, and Support Staff on the Common Core State Standards during the 2014-15 school year, in the amount not to exceed \$254,200.00.

The District has determined that additional support with the math pilot process and CCSS math implementation is needed. Therefore additional days, as outlined in the attached Amendment #1, were added to the original contract in the amount not to exceed \$51,590.00, for a total contract amount of \$305,790.00.

FISCAL IMPACT:

Not to exceed \$51,590.00 – Common Core

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Amendment #1 to Agreement/MOU #14-14 with the Ventura County Office of Education.

ADDITIONAL MATERIAL(S):

Attached: Amendment #1, Ventura County Office of Education (1 Page)
Agreement/MOU #14-14, Ventura County Office of Education (1 Page)

AMENDMENT #1 TO AGREEMENT/MOU #14-14

VENTURA COUNTY OFFICE OF EDUCATION AND OXNARD SCHOOL DISTRICT FOR PROFESSIONAL LEARNING

At the Board meeting of June 25, 2014, the Board of Trustees approved Agreement #14-14 with Ventura County Office of Education to provide professional development services on the Common Core State Standards to teachers and administrators.

The District has determined that additional support with the math pilot process and CCSS math implementation, is needed. Therefore additional days, as outlined below, were added to the original contract:

1. **Ventura County Office of Education agrees to:**
 - a. Provide CCSS/Mathematics to support teachers 8:00am-3:00pm with CI staff: presentation and prep time = \$2,800.00 per day. This includes room rental, beverages and continental breakfast for teachers. Not to exceed 12 days= \$33,600.00
 - b. Provide leadership facilitation to “Math Selection and Pilot Group” with CI staff: Fee includes preparation and facilitation. \$2,000.00 per facilitation, not to exceed 2 sessions, (\$4,000.00) and \$1,550.00 per facilitation not to exceed 6 half day sessions (\$9,300.00) = \$13,300.00
 - c. Maintain ownership of all documents and data produced in the training sessions.

2. **Oxnard School District agrees to:**
 - a. Ensure each participant has the appropriate set of CCSS standards for Mathematics and appendices.
 - b. Support trainings by expecting regular classroom visits by site principal to monitor implementation of new learning.
 - c. Pay for and provide substitute teachers, if they are needed.
 - d. Pay Ventura County Office of Education, Curriculum and Instruction Department Division, not to exceed \$46,900.00 and the additional materials and graphics charges for training not to exceed \$4,690.00.
 - e. If the District chooses to purchase the new standards document there will be an additional cost through the VCOE Graphics Department.

The Ventura County Office of Education shall monitor this Agreement to oversee implementation of project activity. This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented between October 16, 2014 and July 31, 2015.

For the Oxnard School District:

Lisa A. Franz, Director, Purchasing

Date

For the Ventura County Office of Education

Valerie Chrisman, Ed.D., Associate Superintendent

Date

**AGREEMENT #14-14 BETWEEN
VENTURA COUNTY OFFICE OF EDUCATION AND OXNARD SCHOOL DISTRICT
FOR PROFESSIONAL LEARNING**

The scope of this document is to define the roles and responsibilities of Ventura County Office of Education Department of Curriculum and Instruction Department staff in training administrators, coaches and teachers in the Oxnard School District, hereafter called "the District." The purpose is to support staff in the California Common Core State Standards (CCSS) which includes continued support for the implementation of the CCSS and the California ELD Standards.

This serves as a Memorandum of Understanding and Responsibility Agreement that "**the District**" and the **Ventura County Office of Education** will work together toward promoting the CCSS implementation support for up to 45 teachers, 25 coaches, and 45 administrators. Each agency, according to its defined role, agrees to participate in coordinating, providing and financing the following services for the purpose of this agreement.

1. **Ventura County Office of Education agrees to:**
 - a. Provide one day CCSS and ELD overview and up to two days CCSS/Mathematics to support teachers 8:00am-3:00pm with CI staff: presentation and prep time = \$2,800.00 per day. This includes room rental, beverages and continental breakfast for teachers. Not to exceed 55 days= \$154,000.00
 - b. Provide district office based CCSS leadership facilitation to K-8 administrative staff: Fee includes preparation and delivery, \$2,400.00 per presentation, not to exceed 4 sessions, \$9,600.00
 - c. Provide site and/or cohort based CCSS leadership facilitation to K-8 administrative staff: Fee includes preparation and delivery, \$875.00 per facilitation, not to exceed 20 sessions, \$17,500.00
 - d. Provide CCSS facilitation support to coaches with CI staff: Fee includes preparation, delivery and materials \$2,120.00 per presentation, not to exceed 5 sessions, \$10,600.00
 - e. Provide CCSS leadership support to ELA Middle School Teachers with CI staff: Fee includes preparation and facilitation \$1,400.00 per facilitation, not to exceed 3 sessions, \$4,200.00
 - f. Provide leadership facilitation to "Teacher ELA CCSS Committee Group" with CI staff: Fee includes preparation and facilitation. \$2,800.00 per facilitation, not to exceed 6 sessions, \$16,800.00
 - g. Provide leadership facilitation to "Math Advisory Group" with CI staff: Fee includes preparation and facilitation \$2,000.00 per facilitation, not to exceed 3 sessions, \$6,000.00
 - h. Provide educational leadership CCSS coaching to district administrators: fee includes, preparation and facilitation \$1,200.00 per session, not to exceed 5 sessions, \$6,000.00
 - i. Provide educational leadership mathematics CCSS coaching to district administrators: Fee includes preparation and facilitation \$850.00. per session, not to exceed 4 sessions= \$3,400.00
 - j. Provide one day ELA and Math updates to administrators and coaches with CI staff. Fee includes preparation and facilitation, not to exceed 1 session, \$2,500.00
 - k. Maintain ownership of all documents and data produced in the training sessions.
2. **Oxnard School District agrees to:**
 - a. Ensure each participant has the appropriate set of CCSS standards for ELA, ELD, Mathematics and appendices.
 - b. Support trainings by expecting regular classroom visits by site principal to monitor implementation of new learning.
 - c. Pay for and provide substitute teachers, if they are needed.
 - d. Pay Ventura County Office of Education, Curriculum and Instruction Department Division \$230,600.00 and the additional materials and graphics charges for training not to exceed \$23,600.00.
 - e. If the District chooses to purchase the new ELD standards document there will be an additional cost through the VCOE Graphics Department.

The Ventura County Office of Education shall monitor this Agreement to oversee implementation of project activity. This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented between July 1, 2014 and June 30, 2015.

For the Oxnard School District:



Lisa A. Franz, Director, Purchasing

7-1-14

Date

For the Ventura County Office of Education



Valerie Chrisman, Ed.D., Associate Superintendent

7-7-14

Date

BOARD AGENDA ITEM

NAME OF CONTRIBUTOR: Catherine Kawaguchi

DATE OF MEETING: 10/15/14

STUDY SESSION _____
CLOSED SESSION _____
SECTION B: HEARINGS _____
SECTION C: CONSENT **X**
SECTION D: ACTION _____
SECTION E: REPORTS/DISCUSSION _____
SECTION F: BOARD POLICIES 1st Reading _____ 2nd Reading _____

Approval of Agreement/MOU #14-131 – Oxnard School District Education Foundation (Kawaguchi)

Oxnard School District and Oxnard School District Education Foundation (OSDEF) will work together to implement a pilot program for music instruction in Grades TK – 5th grade in seven (7) district schools during the 2014-2015 school year according to a schedule worked out by District Administration. OSDEF, through their sub-committee Oxnard Music Advocacy Group (OMAG), applied for and received two grants; one grant from the Martin V. & Martha K. Smith Foundation in the amount of \$18,816.00, and another grant from Procter & Gamble in the amount of \$9,300.00. An additional \$2,500.00 was raised through the Quattro concert in March. All three funding sources will support music instruction in the classroom.

FISCAL IMPACT:

None

RECOMMENDATION:

It is recommended by the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #14-131 with the Oxnard School District Education Foundation, for the 2014-2015 school year.

ADDITIONAL MATERIALS:

Attached: Agreement/MOU #14-131, Oxnard School District Education Foundation
(2 Pages)

AGREEMENT/MEMORANDUM OF UNDERSTANDING #14-131

Oxnard School District
And
Oxnard School District Education Foundation

This Memorandum of Understanding (MOU) is entered into by and between Oxnard School District (District), and Oxnard School District Education Foundation (OSDEF).

PURPOSE: The purpose of the MOU is to establish and maintain a provision of service relationship between the two parties and to communicate responsibilities of the collaboration.

District and OSDEF will work together to implement a pilot program for music instruction in Grades TK – 5th grade in seven (7) district schools during the 2014-2015 school year according to a schedule worked out by District Administration. OSDEF, through their sub-committee Oxnard Music Advocacy Group (OMAG), applied for and received two grants; one grant from the Martin V. & Martha K. Smith Foundation in the amount of \$18,816.00, and another grant from Procter & Gamble in the amount of \$9,300.00. An additional \$2,500.00 was raised through the Quattro concert in March. All three funding sources will support music instruction in the classroom.

TERM: The term of this MOU shall commence October 16, 2014 through June 18, 2015.

DESCRIPTION OF SERVICES:

A. District agrees to:

1. Submit a monthly invoice to the OSDEF for reimbursement for relevant duties performed by the consultants.
2. Provide the classroom facilities for the music lessons.
3. Provide access to the students according to the schedule agreed upon.
4. Provide support and assistance in the classroom, including, but not limited to student conduct.
5. Classroom teacher will be present during the course of each music lesson taught by consultants.
6. Permit access to classrooms for OSDEF/OMAG members for the purpose of program oversight.
7. Space permitting, provide a space to store musical instruments & theatrical props at McKinna, Room TBD.

B. OSDEF agrees to:

1. Reimburse District upon receipt of an invoice on a monthly basis for contracted services with Elisa Rega, Consultant, for the period of this agreement in an amount not to exceed \$18,900.00.

2. Reimburse District upon receipt of an invoice on a monthly basis for contracted services with Janice Lindsay, Consultant, for the period of this agreement in the amount not to exceed \$7,560.00.
3. Be responsible for ensuring that consultants sent to the school sites have proper clearance to work with children as well as a cleared TB test.
4. Provide oversight and assessment of consultants.
5. Consultants will provide a curriculum of instruction.
6. Provide music equipment and the means of transporting the equipment.
7. Be responsible for lost or damaged musical instruments as a result of storage, transportation, or use of equipment.
8. Provide OSD with a certificate of Insurance (General Liability and Workman's Comp.) naming the Oxnard School District as "additional insured."

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

AUTHORIZED APPROVAL:

**OXNARD SCHOOL DISTRICT
EDUCATION FOUNDATION:**

OXNARD SCHOOL DISTRICT:

Signature

Signature

Susan (Sue) Odgers, President
Type Name/Title

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

Date

Date

BOARD AGENDA ITEM

Name of Contributor(s): Catherine Kawaguchi

Date of Meeting: 10/15/14

STUDY SESSION _____

CLOSED SESSION _____

SECTION B: HEARINGS _____

SECTION C: CONSENT X

SECTION D: ACTION _____

SECTION E: REPORTS/DISCUSSION _____

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

Approval of Agreement #14-136, Controltec Inc. (Kawaguchi/Driver)

Controltec Inc. will provide software and support to implement the CenterTrack childcare management system for the purposes of data collection and reporting monthly, quarterly, and yearly to the California Department of Education-Child Development Division. This system improves the District's data collection system.

The agreement is for Maintenance and Service fees of \$227.50 per month for 12 months. Funding will be provided by the State Preschool contract between the Oxnard School District and the California Department of Education.

FISCAL IMPACT:

Not to exceed \$2,730.00 – State Preschool Program

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #14-136 with Controltec Inc.

ADDITIONAL MATERIAL(S):

Attached: Agreement #14-136, Controltec Inc. (7 Pages)

CenterTrack® Software Support Agreement

16,

THIS AGREEMENT (the "Agreement"), dated October 16, 2014 (the "Effective Date"), is made and entered into by and between Controltec, Inc. ("Controltec"), having its principal place of business at 613 West Valley Parkway, Suite 345, Escondido, CA 92025, and Oxnard School District ("Client"), having its principal place of business at 1051 South A Street, Oxnard, California 93030. Herein, either of Controltec or Client is referred to as a "Party" and together are referred to as "Parties."

WHEREAS, Controltec has developed proprietary software known by the trade name of CenterTrack, and

WHEREAS, Client retains the capability administer CenterTrack, and

WHEREAS, Controltec has the expertise and knowledge to support CenterTrack, and

WHEREAS, Controltec has deployed for Client certain systems and Client wishes to have Controltec continue to perform services as specified herein,

WHEREAS, the Parties are each authorized and empowered to enter into this agreement,

NOW, THEREFORE, for consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Responsibilities of Controltec. Under the terms hereof, and in consideration of the payment of the amounts of the Service Usage Fee or Client-hosted Service Usage Fee, and Maintenance Fee (all as defined and set forth in paragraph 8, Payment). Controltec shall provide to Client for the Term (as hereinafter defined) a non-transferable and non-exclusive license to use, and have used, only for Client's own purposes, without any right to sell, rent, sub-license, provide to others (whether for a fee or not), reverse engineer or disassemble, or permit any third-party to so do, a proprietary software system of Controltec, incorporating functionality of CenterTrack, to track and maintain historical data regarding the pertinent attributes of, and relationships among, casework and eligibility staff, cases, eligibility periods, clients, parents, children, childcare centers, schedules, approved rates, attendance reports, parent fee invoices, relative to the regulations and processes associated with the State of California's childcare subsidy programs (the "Software"). Controltec shall provide Maintenance Services (as hereinafter defined). In general, the Software as competently used by the Client will:
 - A. Track pertinent child information as it pertains to the attendance at any of Client's childcare centers;
 - B. Facilitate (to the degree reasonably possible) the process of entering attendance data into system using bills/attendance sheets from all Client childcare centers;
 - C. Facilitate (to the degree reasonably possible) document tracking, correspondence issuance and report generation by automating these tasks.

2. Responsibilities of Client. During the Term Client shall cooperate with Controltec, so that Controltec can fulfill its responsibilities, in particular, and without limitation, and at its cost, by:
 - A. Timely providing to Controltec full, complete and accurate responses to inquiries of Controltec that arise during the Term;
 - B. Providing, at its own cost, Internet access at all its facilities that need to have access to the Software;
 - C. Providing, at its own cost, telephone service in the event Client would like to contact Controltec technical support for support, online training sessions one-on-one or in general training webinars conducted by Controltec;
 - D. Providing some method for Controltec to remotely access the computer system(s) of the Client upon which the Software may be installed. Controltec shall have the right of approval of the remote access method and, at its option, shall use such access method for fulfilling its responsibilities hereunder;
 - E. Timely providing staff in amounts and with personal competence necessary to operate the Software;
 - F. Ensuring that no copies of the Software, or other material in whatever form provided by Controltec, in its possession or access ability are made, other than as may be reasonably necessary for its own established back-up and security programs, nor selling, renting, sub-licensing, providing to others (whether for a fee or not), reverse engineering or disassembling the Software, nor permitting any third-party to so do.
3. Service Usage. During the Term, and in consideration for the timely payment by the Client of the amount of either the Service Usage Fee or the Client-hosted Service Usage Fee, Controltec shall enable Client use of an Internet-based system for childcare center management for childcare agencies, known as CenterTrack ("Service Usage").
 - A. If the Client pays a Client-hosted Service Usage Fee, then the Client shall in addition be responsible for all hardware, system and utility software, system security, and operating and Internet/Intranet connection costs of the computer system on which the Software is resident.
 - B. If the Client pays the Service Usage Fee, then Controltec shall be responsible for all hardware, system and utility software, and operating and Intranet connection costs of the computer system on which the Software is resident.
 - C. In either case, the Software shall be accessed by standard Internet connections by individuals or entities authorized by the Client logging into an Internet or Intranet web site. Controltec reserves the right to set reasonable implementation schedules for any new requirements that may become necessary, after the requirements are published. Among other constraints, such usage on behalf of the Client shall be:
 - D. Restricted to the sole and direct business purposes of the Client and not extend to any other person or entity.
 - E. Utilized only for lawful purposes and not in violation of any municipal, state or federal statute, code or regulation.
 - F. Subject to immediate discontinuance by Controltec at any time and without notice to Client in the event that Controltec at any time reasonably determines that the service is being utilized by the Client, or by persons or entities authorized by Client, in contravention of the terms and provisions of this Agreement. Such discontinuance shall be treated as a termination by Controltec for Cause on the part of the Client, as set forth in Paragraph 6 hereof.

4. Maintenance Services: Included Support. During the Term, and in consideration for the timely payment by the Client of the amount of the Maintenance Fee, Controltec shall provide maintenance service. "Included Support" shall consist of:
 - A. Be generally responsive to telephone, and e-mail requests from Client in providing Client with assistance in the use of the Software by any reasonably competent individual. Controltec will respond within one business day, or better, during its normal business hours at Controltec's business location, Monday through Friday from 8:00am to 5:00pm Pacific Time. The resolution of the issue responded to may require additional time, depending upon its complexity. Controltec will provide at no extra cost to Client up to eight (8) hours per month of time expended by Controltec on combined telephone, email, on-line support, and staff time involved in researching Client issues. Unused time does not carry forward to subsequent months.
 - B. Be reliant upon Client providing documentation, in a format prescribed by Controltec, indicating that a problem is believed by Client to be caused by a defect in the Software. Upon receipt of such completed documentation, Controltec will use commercially reasonable efforts to respond to a defect in the Software within three (3) business days by issuing defect correction information, such as correction documentation, corrected code, or notice of availability of corrected code, or a restriction or a bypass. If an error attributable to a defect in the Software does not allow the Software to perform necessary processing functions ("Critical Error"), Controltec agrees to begin correction of the Critical Error immediately upon Client's notice to Controltec thereof and to provide diligent and continuous support until the Critical Error is corrected. Corrected code provided by Controltec to Client shall be deemed to be a part of the Software.
 - C. Make available to the Client for purchase custom programming services to add to or modify the functionality of the Software ("Extra Services"), including the preparation of forms for which data is not then resident in the data records of the Software, correct operating problems of the Software caused by the Client (other than in following the specific written instructions of Controltec) and other technical support requested by the Client, including the conversion of data from or to the format of the Software. Extra Services can be purchased at anytime at the prevailing rates based upon the actual hours expended, including travel time, with the addition of any required travel and accommodation costs or expenses related thereto incurred by Controltec. Any software features resulting from Extra Services are the exclusive property of Controltec and shall be deemed to be Software. Emergency situations where the Client desires work to be started within 48 hours from initial contact regarding the incident shall be performed at a fifty percent (50%) premium to the normal hourly rate.
 - D. Make available to the Client for purchase additional training ("Additional Training") related to CenterTrack. Additional Training will be considered any training or transition support beyond that reflected in original CenterTrack System Deployment Agreement. Additional Training can be purchased at anytime at the prevailing rates, plus actual travel expenses.
 - E. Make available to the Client for purchase any optional modules ("Additional Software"). Additional Software will be considered any new program features not specifically included above. In the event Client purchases any Additional Software, then such shall be considered Software for the purposes hereof.
5. Maintenance Services: Not-Included Support. "Not-Included Support" shall consist of:
 - A. Time expended in a calendar month responding to client point of contact questions in excess of the included time and time expended in responding to questions communicated other than by the Client Point of Contact.

- B. Design and remote installation of modifications to provide additional or alternate functionality of the Software System (other than for those modifications specifically included in Included Support), specifically including any County-, State- or Federally-required changes or modifications of reports provided by the Software System, as installed at Client.
 - C. Design and remote installation of modifications to provide additional or alternate functionality of the Software System to be compliant with, or with alterations to, the computing environment of the Client, to the extent that the Software System can be made compliant.
 - D. Design and remote installation of other Client-requested modifications to the Software System.
 - E. Effort expended by Controltec that results in any way as an outcome of modifications or updates made to the Software System by the Client, without the prior written approval of Controltec, specifically including that resulting from the Client updating the Software System database through any method other than the user interface of the Software System.
 - F. Many of the services or potential needs described above as 'Not-Included' can be quoted on a time and materials basis at the written request of the Client.
6. Term. This Agreement shall commence upon the Effective Date and shall continue for a period of time of twelve (12) months and shall be automatically renewed for additional twelve-month periods unless either Party shall have given written notice to the other no later than sixty (60) calendar days prior to the end of the then current 12-month period (the "Term"). At the end of the Term in ordinary course or any earlier termination for Cause or Convenience (both as herein after defined), the Client shall immediately (i) make no further use of the Software, (ii) cause to be removed from all computers in its use or possession all machine readable copies of the Software, (iii) return to Controltec all materials previously supplied by Controltec and all copies made, or permitted to be made, thereof by Client, whether in machine readable form or not, and Controltec shall have no obligation to provide Maintenance Services nor provide Service Usage.
7. Early Termination. This Agreement may be terminated early by Client either for Cause or Convenience (both as defined below) and may only be early terminated by Controltec for Cause (as defined below).
- A. "Cause" shall mean the failure on the part of a Party to fulfill its obligations hereunder, without limitation including the failure by Client to timely pay any monies due hereunder to Controltec, provided that, other than as set forth in Paragraph 3 hereof, the Party providing Cause shall be given a period of thirty (30) calendar days to cure such breach after a notice from the Party alleging such breach.
 - B. "Convenience" shall mean a decision by Client, conveyed to Controltec by a notice, to terminate this Agreement for any reason other than Cause on the part of Controltec.
 - C. In the event of a termination hereof by Client for Cause on the part of Controltec, Client shall, in addition to its other obligations hereunder, have no obligation to pay any further monies otherwise due hereunder to Controltec and Controltec shall retain all monies then previously paid to it by Client.
 - D. In the event of a termination hereof by Client for Convenience and/or in the event of a termination hereof by Controltec for Cause on the part of the Client, Client shall, in addition to its other obligations hereunder, immediately pay to Controltec any due but unpaid amounts of the Service Usage Fee and Maintenance Fee and any unpaid balance of any previously authorized amount of Extra Services, Additional Training, and Additional Software.

8. Adjustments to Terms and Conditions. At any time after the expiration of the first one hundred and eighty (180) days of the first 12-month period of the Term, Controltec may change the Period Amount and its software support fees, terms and conditions upon a written notice to Client provided that Controltec may not change the software support fees, terms for any period of the Term for which Client has prepaid as of the date of serving of such notice. Such notice may be served by certified US mail or by a public overnight courier service.
9. Title to Software Systems and Confidentiality. Notwithstanding and in addition to any other obligations it may have to Controltec, Client hereby specifically agrees that:
 - A. Any changes, additions and enhancements in the form of new or partial programs or documentation as may be provided under this Agreement for the Software System, or otherwise, shall be owned by Controltec.
 - B. All applicable rights to patents, copyrights, trademarks, and trade secrets in the Software System and the improvements, modifications and changes thereto are and shall remain with Controltec. Client shall not sell, transfer, publish, disclose, display or otherwise make available the Software System or improvements, modifications or changes thereto or copies thereof to others. Client agrees to secure and protect each program, software product and copies thereof in a manner consistent with the maintenance of Controltec's rights therein to marketing and to take appropriate action by instruction or agreement with its employees who are permitted access to each program or software product to satisfy its obligations hereunder.
 - C. A violation of any provision of this Agreement by Client shall be the basis for immediate termination of this Software Support Agreement. Termination of this Agreement shall be in addition to and not in lieu of any equitable remedies available to Controltec. In event of such termination, no amounts of any Period Amount shall in any case be refundable to Client.
10. Confidential Information. Notwithstanding and in addition to any other obligations it may have to Controltec, Client hereby specifically:
 - A. Agrees for itself and on behalf of its employees, consultants and representatives (the "Representatives") that all information communicated to it or its Representatives with respect to software and business affairs of Controltec, Controltec's customer information, the identity of other customers and customer data bases (including, but not limited to, names, addresses and social security numbers, and any other information gained by Client or its Representatives by reason of association with Controltec or its associates, whether or not that information was directly, indirectly, intentionally or unintentionally communicated) is confidential (the "Confidential Information").
 - B. Shall, and hereby does, indemnify, hold harmless and immediately upon demand advance and pay for the costs of defense of Controltec, its employees, officers, directors, representatives, heirs and successors from and against any and all claims, demands, causes of action, damages, costs, losses, or liabilities, in law or in equity, arising out of or in any manner directly or indirectly connected with such unauthorized disclosure of Confidential Information by Client or Representatives, however caused.
11. Limitation of Liability. CONTROLTEC MAKES, AND CLIENT RECEIVES, NO WARRANTY EXPRESS OR IMPLIED AND THERE IS EXPRESSLY EXCLUDED ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE. CONTROLTEC SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT FOR CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES, HOWSOEVER CAUSED, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. General.

- A. This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State California, provided that a covenant of good faith and fair dealing shall apply, and any controversy or claim that is not within the jurisdiction of a Small Claims Court, or the like, of any territory of the State of California, arising out of or relating to this Agreement or the breach thereof shall be settled in accordance with the rules of the American Arbitration Association. Unless the Parties otherwise agree, the arbitration shall be held in Los Angeles, California. Judgment upon any award rendered by the arbitrator(s) may be confirmed in any court having jurisdiction thereof. The Parties shall have the right to reasonable discovery, at the least in accordance with California State Law on Civil Procedure.
- B. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
- C. Without the prior written consent of Controltec, Client may not assign its rights, duties or obligations under this Agreement, whether in whole or in part, to any person or entity.
- D. The waiver of, or failure of a Party to exercise in any respect, any right provided for herein shall not be deemed a waiver of any further or subsequent right hereunder.
- E. The provision of headings is for convenience only and shall not in any way alter the intent, construction or interpretation hereof.
- F. In any action, proceeding, or arbitration between the Parties arising out of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and costs from the non-prevailing Party.
- G. Each Party acknowledges and represents that it has read this Agreement, understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the Agreement between the Parties, which supersedes and merges all prior proposals, understandings and all other Agreements, oral and written, between the Parties relating to the subject matter of this Agreement. This Agreement may not be modified or altered except by a written instrument duly executed by the Parties.

13. Payment. Client agrees to pay Controltec the Service Usage Fee or Client-hosted Service Usage Fee, and Maintenance Fee ("Monthly Fees") in the aggregate amount of \$2,730.00 (being an amount of \$227.50 for each of 12 months) . Subsequent to the first twelve (12) months of the Term, Controltec may alter the amount of the Service Usage Fee, the Maintenance Fee by providing Client a written notice with a period of effect of not less than sixty (60) calendar days. Invoices for subsequent years of service will be issued in advance for twelve (12) months. All invoices will be sent at least thirty (30) days before start of services and are due on or before the start of services, as stated on the invoice.

14. Independent Contractor. During the Term hereof, Controltec shall be an independent contractor and not an employee, servant, or agent of the Client. Controltec shall have exclusive responsibility for the means, manner, and methods of performing its obligations under this Agreement. Nothing in this Agreement shall be construed to create an employer/employee relationship, nor a joint venture, between Controltec and the Client.

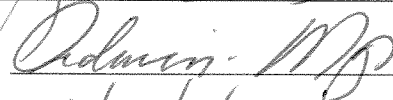
IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound hereby, and in consideration of the covenants and agreements contained herein, do hereby execute this Agreement effective as of the Effective Date, with each Party warranting their ability to enter into this agreement for the person or entity herein named as a Party hereto.

CONTROLTEC, INC.

OXNARD SCHOOL DISTRICT

By: 

By: _____

Title: 

Title: Director, Purchasing

Date: 8/26/14

Date: _____

Board Agenda Item

NAME OF CONTRIBUTOR: Catherine Kawaguchi

DATE OF MEETING: 10/15/14

STUDY SESSION _____

CLOSED SESSION _____

SECTION B: HEARINGS _____

SECTION C: CONSENT **X**

SECTION D: ACTION _____

SECTION E: REPORTS/DISCUSSION _____

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

Approval of Agreement/MOU #14-137 – Butte County Office of Education/California Mini-Corps (Kawaguchi/Arellano)

The California Migrant Mini-Corps Program provides tutors for Migrant students. These tutors are college students who participate in an extensive professional development program. Mini-Corps has committed to giving the Migrant Program two tutors to assist with our ELD Academy school program.

FISCAL IMPACT:

None

RECOMMENDATION:

It is recommended by the Director, English Learner Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #14-137 with Butte County Office of Education/California Mini-Corps.

ADDITIONAL MATERIALS:

Attached: Agreement/MOU #14-137, Butte County Office of Education/California Mini-Corps (2 Pages)

2014-2015 Fiscal Year

MEMORANDUM OF UNDERSTANDING FOR BUTTE COUNTY OFFICE OF EDUCATION/CALIFORNIA MINI-CORPS AND MIGRANT EDUCATION, REGION 12

THIS AGREEMENT is made and entered into, by and between California Mini-Corps, a component of the California Master Plan for Migrant Education, P.L. 98-211, who shall hereafter be referred to as CMC, and The Migrant Education Program, Region 12, hereafter referred to as Region. This agreement is for the purpose of providing California Mini-Corps program services for migrant students in Region 12. In order to implement and conduct the program during the 2014-2015 fiscal year, CMC and Region agree as follows:

UNDER THIS AGREEMENT REGION AGREES TO:

1. Identify the schools to be served by Mini-Corps Tutors where there is an academic need to provide tutorial and progress monitoring services to select migrant students.
2. Distribute recruitment forms to their area staff and high school seniors.
3. Inform the Mini-Corps Coordinator of regional parent meetings where their presence is required.
4. Provide a list of graduating migrant students.
5. Assist in recruiting prospective Mini-Corps Tutors and participate in the interview panel as needed.
6. Inform school districts, as needed, that Mini-Corps Tutors meet the NCLB paraprofessional requirement and Department of Justice (DOJ)/Federal Bureau of Investigation (FBI) clearances.
7. Submit a request for Mini-Corps tutors for college/university based and/or special projects with dates of program, work hours, site contact person, etc., if applicable.
8. Collaborate and coordinate with Mini-Corps Coordinator to ensure that tutors assist and participate in regional activities such as Student/Parent Conferences, Saturday Schools, or Leadership Conferences.
9. Ensure Mini-Corps Tutors are assigned to work under the direct supervision of a credentialed teacher and preferably in a classroom setting.
10. Confer with the Mini-Corps Coordinator on the placement, program schedule changes and reassignments of Mini-Corps Tutors during the fiscal year.
11. Notify the Mini-Corps Coordinator of local trainings in which Mini-Corps staff can attend.
12. Notify the Mini-Corps Coordinator of meetings where the Mini-Corps Coordinator's presence is required.
13. Contact the Mini-Corps program when there is a problem impacting the programs.
14. Provide Mini-Corps tutors with instructional material to work with migrant children during special projects or summer programs.
15. Procure office space and phone for summer staff as needed.
16. Reimburse the CMC for any additional tutor slots and/or hours beyond the allocation stipulated under number 1 and 2 below.

UNDER THIS AGREEMENT CMC AGREES TO:

1. Provide 4 tutors to work with migrant children at select schools within the region, during the 2014-15 fiscal year. Most tutors will use DIBELS assessment with select migrant students served.
2. Provide approximately 128 workdays and/or maximum of 645 work hours, during the 2014-2015 fiscal year, for Mini-Corps Tutors.

3. Provide the Migrant Region with a Coordinator that will directly supervise Mini-Corps Tutors assigned to the region.
4. Ensure the coordinator meets with the Migrant director or designee to review the placement list and provide program updates as needed.
5. Ensure Mini-Corps Tutors are assigned to work under the direct supervision of a credentialed teacher and preferably in a classroom setting.
6. Provide professional development for Mini-Corps Tutors that will include:
 - a. A minimum of 6 hours of training per month to Mini-Corps Tutors.
 - b. A three day Summer Institute Training in Sacramento in June.
7. Develop all necessary recruitment announcements, posters, brochures, applications, etc.
8. Provide presentation(s) by Mini-Corps College Coordinator and Mini-Corps Tutor(s) at the local sites of the migrant region on the Mini-Corps Program as needed.
9. Recruit former migrant high school students.
10. Recruit, select, and hire the Mini-Corps Tutors.
11. Ensure that all Mini-Corps staff obtains DOJ/FBI clearances before they are assigned at a school. If necessary, provide verification letters of fingerprint clearances to the district.
12. Ensure all Mini-Corps staff is covered under workmen's compensation.
13. Ensure that all Mini-Corps Tutors meet the No Child Left Behind (NCLB) requirements.
14. Work with Priority for Service (PFS) and other migrant students and be involved in traditional and non-traditional school activities.
15. Work cooperatively with migrant staff in making Mini-Corps Tutor placements during the fiscal year.
16. Communicate with the Regional Director and/or designated staff regarding any problems or issues with Mini-Corps Tutor placements.
17. Take immediate action to remedy any problems regarding Mini-Corps program at all placement sites.
18. Supervise, observe, and monitor Mini-Corps Tutors that are providing instructional services to migrant students.
19. Complete an annual evaluation of the Mini-Corps Tutor with input from the master teacher.
20. The Mini-Corps College Coordinator and Mini-Corps Tutors will attend the local in-service training conducted by the region as needed.
21. Provide information to the region regarding Mini-Corps activities.
22. Meet with Regional Director and staff as needed.
23. Schedule and provide presentations to Migrant Parent Advisory Councils.
24. Schedule state staff business meetings and training sessions for the Mini-Corps College Coordinators.
25. Invoice the region for any additional days requested by the region that exceed Mini-Corps Tutor contract.

California Mini-Corps

Migrant Education, Region 12

BY: Juana Zamora
 Juana Zamora, Assistant Superintendent

BY: _____
 Authorized Signature

Title: Director, Purchasing

Date: 8/20/19

Date: _____

BOARD AGENDA ITEM

Name of Contributor(s): Catherine Kawaguchi

Date of Meeting: 10/15/14

STUDY SESSION _____

CLOSED SESSION _____

SECTION B: HEARINGS _____

SECTION C: CONSENT **X**

SECTION D: ACTION _____

SECTION E: REPORTS/DISCUSSION _____

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

**Approval of Agreement/MOU #14-139, Channel Islands Maritime Museum
(Kawaguchi/Driver)**

The Channel Islands Maritime Museum has a limited amount of funding to pay for transportation costs for field trips to the museum. Their goal is to educate the community and provide outreach to children in Oxnard about the maritime history of Oxnard. This agreement outlines field trip lessons and cost to the district with transportation to the museum paid by Channel Islands Maritime Museum.

FISCAL IMPACT:

Not to exceed \$3.00 per student – Any fees incurred will be charged to end user’s budget

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #14-139 with the Channel Islands Maritime Museum.

ADDITIONAL MATERIAL(S):

Attached: Agreement/MOU #14-139, Channel Islands Maritime Museum (1 Page)

**AGREEMENT #14-139 BETWEEN
CHANNEL ISLANDS MARITIME MUSEUM AND OXNARD SCHOOL DISTRICT
FOR EDUCATION PROGRAMS, FIELD TRIPS AND OUTREACH
TO OXNARD SCHOOL DISTRICT STUDENTS**

The scope of this document is to define the roles and responsibilities of Channel Islands Maritime Museum. The purpose is to provide education programs, field trips and outreach to students in Oxnard School District.

This serves as a Memorandum of Understanding and Responsibility Agreement that the **Oxnard School District** and Channel Islands Maritime Museum will work together to educate students about Maritime history. Both the Channel Islands Maritime Museum and Oxnard School District, according to its defined role, agrees to participate in coordinating, providing and financing the following services for the purpose of this agreement.

1. **Channel Islands Maritime Museum agrees to:**
 - a. Provide an introduction and lessons regarding Maritime art and culture.
 - b. Reimburse Oxnard School District for transportation costs to the museum as funding is available.
 - c. Provide handouts for activities not to exceed \$3 per student.
 - d. Provide an insurance certificate that meets the requirements of Oxnard School District Risk Management department.
 - e. Provide follow up activities when funding and time allows.

2. **Oxnard School District agrees to:**
 - a. Arrange transportation.
 - b. Review pre-lessons for participating students.
 - c. Participate in post visit activity that will be shared with the museum.
 - d. Cover the cost of printed materials not to exceed \$3 per student.
 - e. Submit an invoice for the cost of transportation to the Channel Islands Maritime Museum.

This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented October 16, 2014 - June 30, 2015.

Oxnard School District:

Channel Islands Maritime Museum:

Signature

Signature

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

Julia Chambers
Typed Name/Title

Date

Date

BOARD AGENDA ITEM

Name of Contributor: Catherine Kawaguchi

Date of Meeting: 10/15/14

STUDY SESSION _____
CLOSED SESSION _____
SECTION B: HEARINGS _____
SECTION C: CONSENT **X**
SECTION D: ACTION _____
SECTION E: REPORTS/DISCUSSION _____
SECTION F: BOARD POLICIES 1st Reading _____ 2nd Reading _____

Approval of Agreement/MOU #14-140 - El Centrito Family Learning Centers (Kawaguchi/Driver)

El Centrito Family Learning Centers (ECFLC) is offering education information workshops and parent involvement services to parents with children attending Oxnard School District (OSD). ECFLC's Parent Education Promoters Project will provide information to parents on how to guide their children's path toward higher education. Services stipulated in the Agreement/MOU are provided for free to the Oxnard School District. Workshops are based on a parent involvement curriculum.

Term of the Agreement/MOU: October 16, 2014 through June 30, 2015

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services that the Board of Trustees approve Agreement/MOU #14-140 with El Centrito Family Learning Centers.

ADDITIONAL MATERIAL(S):

Attached: Agreement/MOU #14-140, El Centrito Family Learning Centers (1 Page)

Oxnard School District
Agreement/Memorandum of Understanding #14-140

El Centrito Family Learning Centers (ECFLC) is offering education information workshops and parent involvement services to parents with children attending Oxnard School District (OSD). ECFLC's Parent Education Promoters Project will provide information to parents on how to guide their children's path toward higher education. Services stipulated below are provided for free to the Oxnard School District. Workshops are based on a parent involvement curriculum and are presented under the supervision of ECFLC's Executive Director, Joseph Castañeda.

ECFLC's Padres Promotores de la Educación will:

- Present information to parents on education topics.
- Coordinate presentations with school Principals who are interested in receiving presentations.
- Provide Oxnard School District with a certificate of insurance naming the district as "Additional Insured".

The Oxnard School District will:

- Foster collaboration to achieve ECFLC's over-arching goal of increasing parent involvement.
- Support school personnel who are seeking parent involvement services to arrange logistics for parent involvement presentations.

Term of this agreement: October 16, 2014 to June 30, 2015

El Centrito Family Learning Centers and the Oxnard School District look forward to working together to achieve the mutual goal of greater parent involvement and access to higher education for all children by providing parents with information to support their children.

**EL CENTRITO FAMILY LEARNING
CENTERS:**

OXNARD SCHOOL DISTRICT:

Signature

Signature

Joseph Castañeda, Executive Director

Typed Name/Title

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Date

Date

Contingent upon approval by Oxnard School District Board of Trustees.

BOARD AGENDA ITEM

Name of Contributor: Catherine Kawaguchi

Date of Meeting: 10/15/14

STUDY SESSION _____
CLOSED SESSION _____
SECTION B: HEARINGS _____
SECTION C: CONSENT X
SECTION D: ACTION _____
SECTION E: REPORTS/DISCUSSION _____
SECTION F: BOARD POLICIES 1st Reading _____ 2nd Reading _____

Approval of Amendment #1 to Agreement #14-48 - Assistance League, Non-Public School, NPS (Kawaguchi/Phipps)

At the Board meeting of August 20, 2014, the Board of Trustees approved Agreement #14-48 with Assistance League, for Non-Public School services for 7 Preschool students for the 2014-2015 school year, in the amount not to exceed \$61,740.00.

The actual cost for services has exceeded the original amount and it is necessary to increase the amount of Agreement #14-48, by \$8,820.00 for a total agreement amount of \$70,560.00 for 2014-2015. The increase is due to the placement recommendation of one (1) more Preschool student at a cost of \$735 per month, August 2014 through July 2015, including Extended School Year.

Student: MC010711

FISCAL IMPACT:

Tuition Pre-K Grade : \$735 monthly rate x 1 student x 12 months = \$8,820.00
(including Extended School Year)

Grand Total: **\$8,820.00** - Services to be paid with Special Education Funds.

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Amendment #1 to Agreement #14-48 with Assistance League School, NPS.

ADDITIONAL MATERIAL(S):

Attached: Amendment #1, Assistance League (1 Page)
Agreement #14-48, Assistance League (4 pages)

**AMENDMENT #1 TO AGREEMENT #14-48 with
ASSISTANCE LEAGUE, NON-PUBLIC SCHOOL
October 15, 2014**

At the Board meeting of August 20, 2014, the Board of Trustees approved Agreement #14-48 with Assistance League, for Non-Public School services for 7 Preschool students for the 2014-2015 school year, in the amount not to exceed \$61,740.00.

The actual cost for services has exceeded the original amount and it is necessary to increase the amount of Agreement #14-48, by \$8,820.00 for a total agreement amount of \$70,560.00 for 2014-2015. The increase is due to the placement recommendation of one (1) more Preschool student at a cost of \$735 per month, August 2014 through July 2015, including Extended School Year.

Student: MC010711

ASSISTANCE LEAGUE, NON-PUBLIC SCHOOL, OXNARD, CA:

Victoria Elliott, Director

Date

OXNARD SCHOOL DISTRICT:

Lisa A. Franz, Director, Purchasing

Date



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

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

AGREEMENT #14-48

THIS AGREEMENT, made and entered into this 20th day of August 20, 2014 by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and the ASSISTANCE LEAGUE SCHOOL, hereinafter referred to as the nonpublic, nonsectarian school.

WITNESSETH:

WHEREAS, the District is authorized by the provisions of the California Education Code, Section 56155 et seq., to contract with a nonpublic, nonsectarian school to provide services for certain pupils who are unable to benefit from regular education; and

WHEREAS, the District has determined, through evaluation and individual educational plans, that the following pupils are in need of such services;

Grade: Pre-K (7)

RA062911	NH010910
TA120909	AV040310
IC030810	SW061110
AG100710	

NOW, THEREFORE, in consideration of their mutual promises contained herein, the parties hereto enter into a fixed price contract as follows:

1. The nonpublic school will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement attached hereto and made a part hereof, and that the nonpublic, nonsectarian schools basic educational program and designated instruction and services shall be described in a written statement to be provided to the school district prior to the execution of this agreement.
2. The services shall be provided for the **2014-2015** school year at a cost of \$735 per month for 12 months for each Preschool student (7 students), beginning August 2014, including Extended School Year (ESY) through July 2015; amount not to exceed **\$61,740**.



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

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AGREEMENT #14-48

3. The nonpublic school shall keep attendance of each pupil daily and shall report attendance monthly to the school district. Such attendance records shall be kept in a California State school register and copies of such register shall be filed with monthly invoices to the district within thirty (30) days after the close of the school month. Separate attendance registers shall be submitted for all designated instruction and services.

4. The nonpublic school will notify the school district of any change in a pupil's placement and/or address within three (3) days after the nonpublic school is informed of such changes.

5. The nonpublic school will report within three (3) days to the school district if a pupil is removed from the school by the placement agency, parent or legal guardian, or if a pupil absents himself/herself from school without permission for more than five (5) consecutive school days. For the purposes of the contract, a parent is the natural or adoptive parent, legal guardian or surrogate parent appointed by the district of residence when the courts have removed the parents educational rights.

6. The nonpublic school shall notify the school district when a pupil is absent for five (5) consecutive school days because of illness. Notification will be in writing.

7. *The nonpublic school will not be paid for excused absences due to changes in the ADA laws. These absences shall count as non-instructional days and not compensated at the daily rate.*

8. The nonpublic school shall prepare and submit to the school district trimester progress reports, incident reports within 24 hours, year-end reports and other data required for the annual review on or before April 15 of the current school year. Forms for year-end and other required

reports shall be provided by the school district via the computerized special education support program (SESP).

9. In consideration of the services to be rendered by the nonpublic, nonsectarian school, the district agrees to payment as follows:

All cost for this service, including intake, testing, tuition, and elective shall not exceed approximately \$61,740 for students listed on cover page one of this Agreement #14-48.



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

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AGREEMENT #14-48

10. While engaged in carrying out and complying with the terms of this agreement, the nonpublic, nonsectarian school is an independent contractor and not an officer, agent, or employee of the district. The independent contractor will obtain a criminal record summary from the Department of Justice or a Department of Justice approved agency on all employees or

contracted service providers who potentially have contact with students. This clearance will be completed prior to the person(s) first day of employment. No individual who has been convicted of a violent or serious felony as listed in subdivision C. of Section 1192.7 of the California Penal Code will be employed in any capacity that potentially involves contact with students. Nor will any person be employed who has been convicted of, or entered a plea of nolo contendere to charges of any sex offense as defined in Education Code 44011.

11. The school district may withhold payment to the nonpublic, nonsectarian school when, in the opinion of the district: (1) nonpublic school's performance in whole or in part, either has not been sufficient or is insufficiently documented, or: (2) nonpublic school has neglected, failed, or refused to provide information or to cooperate with the inspection, review or audit of the program conducted by nonpublic school or records relating thereto. The school district shall not withhold payments as specified in this paragraph unless the school district has notified the nonpublic, nonsectarian school, in writing, that nonpublic, nonsectarian school has not performed as specified herein. The notice shall specify that nonpublic, nonsectarian school has fourteen (14) days to make the required corrections. If, after the expiration of the fourteen (14) days, nonpublic, nonsectarian school has not corrected the situation as specified in the district's notice, the affected payments will be withheld and this agreement may be canceled for cause.

12. During the entire term of this agreement and any extension or modification thereof, the nonpublic school shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned automobiles operated by nonpublic school for the purposes of this agreement, of at least \$1,000,000 for each person and \$1,000,000 for each accident or

occurrence from all damages arising out of death, bodily injury, sickness, or disease from any one accident or occurrence, and \$3,000,000 for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. Not later than the effective date of this contract, the nonpublic school shall provide the District with satisfactory evidence of insurance, naming the District as additional insured, including a provision for a twenty (20) calendar day written notice to District before cancellation or material change, evidencing the above specified coverage. The Nonpublic school shall at its own cost and expense procure and maintain insurance under the Worker's Compensation Law of California. Said certificates shall specify that insurance shall not be canceled or changed in required limits unless the school district has been provided forty-five (45) days advance written notification of cancellation or



OXNARD SCHOOL DISTRICT

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AGREEMENT #14-48

change. The nonpublic, nonsectarian school shall also maintain Workers' Compensation Insurance coverage as required by law.

13. This Agreement, or any of its rights, obligations, provisions, or conditions, may not be assigned by either party without the written consent of the party.

14. This Agreement may be amended by mutual agreement of the parties and may be terminated by either party upon twenty (20) days advance notification.

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year first above written.

8-28-14
Date

Lisa A. Franz
Lisa A. Franz, Director, Purchasing
Oxnard School District

8/20/14
Date

Victoria Elliott
Victoria Elliott, Director
Assistance League School, Nonpublic, Nonsectarian School

BOARD AGENDA ITEM

Name of Contributor: Catherine Kawaguchi

Date of Meeting: 10/15/14

STUDY SESSION _____

CLOSED SESSION _____

SECTION B: HEARINGS _____

SECTION C: CONSENT X

SECTION D: ACTION _____

SECTION E: REPORTS/DISCUSSION _____

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

Ratification of Agreement #14-138 - Rio School District for Oxnard School District to provide SCP/1:1 Paraprofessional Services (Kawaguchi/Phipps)

Oxnard School District will provide SCP/1:1 Paraprofessional services for Rio School District student JT061404, that consist of support from Special Circumstances Paraeducators (SCP's) for the 2014-2015 school year, including Extended School Year

Student: JT061404

FISCAL IMPACT:

Oxnard School District will receive the following reimbursement:

1:1 Paraprofessional Services: 180 days = \$21,863.00

Extended School Year. (ESY): 20 days = \$21,863.00 divided by 197 = \$110.97 x 20 ESY days = \$2,219.59

Grand Total: **\$24,082.59**

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #14-138 with Rio School District.

ADDITIONAL MATERIAL(S):

Attached: Agreement #14-138, Rio School District (1 Page)



OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, CA 93030 • 805/385-1501 • Fax 805/487-9648

AGREEMENT TO PROVIDE EXCEPTIONAL SERVICE TO SPECIAL EDUCATION PUPIL

This Agreement, effective **10-15-14** is made by and between the Oxnard School District, hereinafter referred to as DISTRICT OF SERVICE, and the Rio School District, hereinafter referred to as DISTRICT OF RESIDENCE.

1. This agreement pertains to providing exceptional service(s) for **JT061404**, a Special Education pupil who is a resident of Rio School District and attends, Ritchen School, in a special education program operated by DISTRICT OF SERVICE.
2. DISTRICT OF SERVICE agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT OF RESIDENCE or its designee and agreed to by DISTRICT OF SERVICE.
3. DISTRICT OF RESIDENCE shall reimburse DISTRICT OF SERVICE the actual cost of providing the exceptional service plus the state approved indirect cost rate of DISTRICT OF SERVICE.

Authorized exceptional service(s) shall consist of a SCP (1:1) Paraeducator services throughout school day during 2014-2015, including ESY.

4. DISTRICT OF RESIDENCE acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT OF RESIDENCE further acknowledges that if the exceptional service(s) includes the service(s) of DISTRICT OF SERVICE's employee(s), 30-days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves DISTRICT OF SERVICE's program, DISTRICT OF SERVICE will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT OF RESIDENCE will reimburse DISTRICT OF SERVICE for expense incurred throughout the layoff notice period.
5. DISTRICT OF RESIDENCE does hereby agree to defend, indemnify and hold harmless the DISTRICT OF SERVICE, its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of DISTRICT OF SERVICE's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the DISTRICT OF SERVICE.
6. The term of this contract shall begin August 20, 2014, and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR:	CURRENT: <u>2014-2015</u>	UPCOMING: <u>2015-2016</u>
(including ESY, if applicable)	\$ <u>24,082.59</u>	+
		\$ _____

It shall be the responsibility of DISTRICT OF RESIDENCE to notify DISTRICT OF SERVICE of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

RIO SCHOOL DISTRICT:

OXNARD SCHOOL DISTRICT:

Signature

Signature

Typed Name/Title

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

Date

Date

Estimated Cost \$ 24,082.59

BOARD AGENDA ITEM

Name of Contributor(s): Cline/Gutierrez/CFW

Date of Meeting: 10/15/14

STUDY SESSION _____
CLOSED SESSION _____
SECTION B: HEARINGS _____
SECTION C: CONSENT AGENDA X
SECTION D: ACTION _____
SECTION E: REPORTS/DISCUSSION _____
SECTION F: BOARD POLICIES 1st Reading _____ 2nd Reading _____

Approval of Work Authorization Letter (WAL) #002 for Project 3 – Lemonwood ES Preconstruction Geotechnical per Master Agreement #13-124 with Construction Testing & Engineering Inc. (Cline/Gutierrez/CFW)

At the Board Meeting of November 13, 2013 the Board of Trustees approved Master Agreement #13-124 with Construction Testing & Engineering Inc. to perform Geotechnical Engineering services related to the design and construction of new school projects and modernizations.

At that time the Board also authorized the District, in consultation with CFW, to issue Work Authorization Letters (WALs) to the prequalified firms as the need for such services arose, with the understanding that all awards would be assigned on a rotational basis to ensure that the work is distributed fairly amongst prequalified firms, that the awards were within the approved program budget, and that all WALs issued would be submitted to the Board for approval.

This action item includes the approval of the WAL listed below:

Master Agreement #13-124
WAL #002
Consultant: Construction Testing & Engineering, Inc. (CTE)
Date Issued: 12/3/13

WAL #001 was approved by the Board at the January 15, 2014 meeting, authorizing the design fees required for the completion of the geotechnical engineering report and foundation design recommendations for the Lemonwood project. Following completion of the initial report, the project team determined a more cost effective foundation design could be achieved.

WAL #002 authorizes additional design fees for CTE to increase the PO amount approved under WAL #001, to accommodate additional geotechnical engineering design fees required to develop a more cost effective foundation system design.

FISCAL IMPACT:

The geotechnical engineering services will be completed for a lump sum fixed fee of:

Nine Thousand Five Hundred Dollars and No Cents [\$9,500.00] to be funded from Measure “R”.

The funding and expenditures for this WAL should be cost coded to Project 3, 6240 – Preliminary Tests.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Executive Director of Facilities Planning, Engineering, & Operations, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve WAL #002 for Project 3 – Lemonwood ES Preconstruction Geotechnical per Master Agreement #13-124 with Construction Testing & Engineering Inc.

ADDITIONAL MATERIAL(S):

- WAL #2, Construction Testing & Engineering Inc. (1pg)
- CTE Proposal for additional services fees (5pgs)
- Master Agreement #13-124, Construction Testing & Engineering, Inc. (29pgs)

GOALS:

GOAL FIVE:

Adopt and Implement a Comprehensive Facilities Program that Improves Student Performance, Maximizes State Funding Opportunities and Reduces Overcrowding at Existing School Sites



WORK AUTHORIZATION LETTER (WAL)

GENERAL INFORMATION

PROJECT #: 3	DATE: 9/22/2014
SITE NAME: Lemonwood Elementary School	DSA #:
MASTER AGREEMENT #: 13-124	OPSC #:
WAL #: 2	VENDOR ID:

PURSUANT TO MASTER AGREEMENT BETWEEN:

DISTRICT	CONSULTANT
OXNARD SCHOOL DISTRICT 1051 South A. St. Oxnard, CA 93030 (805) 385-1501	Firm Name: Construction Testing and Engineering, Inc. Street: 1645 Pacific Avenue, Suite 107 City, State, Zip: Oxnard, CA 93033 Phone: 805-486-6475

SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL

Preconstruction Geotechnical Engineering at Project 3 Lemonwood Elementary School, located at 2200 Carnegie St. Oxnard, CA 93033, per attached Exhibit "F". WAL #0002 issued for completion of foundation re-evaluation for more efficient foundation and structural systems.
(ATTACH ADD'L PAGES AS NECESSARY)

SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL

START DATE: 7/18/2014	COMPLETION DATE: 10/31/2014
-----------------------	-----------------------------

FIXED FEE AMOUNT: \$9,500.00

This fee amount is based upon Consultant's proposal dated 7/18/2014, and subsequent negotiations mutually agreed to by all parties.

This WAL is inherently a part of the Master Agreement indicated above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.

This WAL and associated Master Agreement hereby supersede any and all terms, conditions, and other provisions of the Consultant's proposal, and such terms, conditions, and other provisions are null and void and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superseded by this WAL and/or the associated Master Agreement.

IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:

DISTRICT	CONSULTANT
OXNARD SCHOOL DISTRICT (SIGNATURE)	CONSULTANT: (SIGNATURE)
9-30-14 (DATE)	Sep. 23, 2014 (DATE)

FOR DISTRICT USE ONLY

PROJECT MANAGER: CFW (T. MIDDLESTADT)	PREPARED BY: TM
PO #:	PO AMOUNT:
SOURCE OF FUNDS: <input checked="" type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input type="checkbox"/> OTHER:	
COST ID: 06240 - Preliminary Tests	
 (PM APPROVAL SIGNATURE)	9/29/2014 (DATE)

SPECIAL INSTRUCTIONS:

1. All field work to be approved in advance by CFW.
2. All field work to occur after school hours (3pm) or weekends/holidays.
3. Six wet signed copies of Final Report required.
4. Consultant shall work closely with District & Project Team to ensure geotechnical recommendations for design are achievable within the project budget.

8



July 18, 2014

CTE Proposal No. Ox-14073

Lisa Cline
Asst. Superintendent, Business and Financial Services
Oxnard Unified School District
1051 South A Street
Oxnard, CA 93030

Subject: Proposal and Cost Estimate for Geotechnical Services
Respond to Review Comments Dated June 20, 2014, by the
Dept. of Conservation, California Geological Survey, And Revise
Recommendations from our Report, dated January 31, 2014
Lemonwood Elementary School – School Reconstruction
2200 Carnegie Court, Oxnard, CA
CGS Application No. 03-CGS1673, California

Ms. Cline:

Our office recently received a copy of a review by the California Geological Survey (CGS), dated June 20, 2014, of our office's "Preliminary Geotechnical and Geologic Investigation for the Reconstruction of Lemonwood Elementary School, 2200 Carnegie Court, Oxnard, California," (CTE Cal, Inc. Job No. 30-1152G, dated January 31, 2014). The review provided by the CGS was based upon the "California Geological Survey – Note 48; Checklist for the Review of Engineering Geology and Seismology Reports for the California Public Schools, Hospitals and essential Services Buildings," Dept. of Conservation, California Geological Survey, dated October, 2013, (referred to herein as Note 48) and was itemized in reference to the items or topics described in Note 48.

The majority of the items listed in Note 48 were described in the review as "adequately addressed." However, more information was requested by the CGS on a total of four items. Additionally, the letter indicates that "if ground improvement for the mitigation of liquefaction effects is pursued at the site, the consultants should provide a supplemental report following the ground improvement program for review by CGS."

This proposal is to serve as a cost estimate for the response report addressing the items listed on the letter from the CGS, and revise portions of our recommendations in our report dated January 31, 2014, based on communications and discussions with the project design team.

PROPOSED AND REVISED SCOPE OF WORK

In addition to the tasks and work described in our proposal dated June 2, 2014, we propose to perform the following:

- Review and revise portions of our previously written report “Preliminary Geotechnical and Geologic Investigation for the Reconstruction of Lemonwood Elementary School, 2200 Carnegie Court, Oxnard, California,” (CTE Cal, Inc. Job No. 30-1152G, dated January 31, 2014).
- Calculate the Site Specific Ground Motion Analysis based on the suggested Seismic Design Category of “E.”
- Provide seismic settlement calculations and input data
- Provide recommendations for ground improvements per the Item 22 in the letter from the CGS, including recalculated settlements based on the proposed ground modifications, and an indication of where stone columns or compaction grouting are to be placed, if they are to be used.
- Project coordination with the design team
- The preparation of a response report that presents the requested information above.

THE ESTIMATED COST

The total cost for the work described in our initial proposal dated June 2, 2014, as well as the scope of work described in this document is not anticipated to exceed **\$9,500.00**.

While this proposal represents our best estimated expenses for an investigation, we would be happy to discuss any modifications you may see as desirable or necessary.

ADDITIONAL PARTICULARS

This proposal and fee estimate does not include the following items:

- Additional services requested by you that are not covered in the scope of work in this proposal.
- Permitting fees or other fees that may be required by governing agencies
- Costs that may arise from post-design consultations, construction services (such as observations and testing), or attendance at meetings during, or after, the work has been completed.
- Plan reviews, wet-stamping or signing plans

SCHEDULE OF FEES

The above estimated fees only include the services described herein. This estimated fee does not cover or include additional services performed after issuing our letter with our findings. These services include, but are not limited to, recommendations for remediation, plan reviews, additional addendums to our letter, etc. If necessary, additional consulting services will be provided on a time and expense basis according to the schedule presented below unless a revised proposal is requested. Additional materials and subcontractor's fees will be charged on a cost plus 20% basis. CTE considers this proposal and the rates provided below valid for the work described above that is to be included in the final geotechnical report; however, we reserve the right to periodically change rates. All non-professional services will be subject to four-hour minimums. The attached standard terms and conditions are also considered part of this proposal.

The following rates do not incorporate prevailing wage requirements, if applicable to the subject project.

Principal Engineer	\$120.00/hour
Senior Engineer/Geologist	\$100.00/hour
Project Engineer/Geologist	\$90.00/hour
Staff Engineer/Geologist	\$80.00/hour
Field Technician/Inspector	\$65.00/hour
Deputy Inspector	\$55.00/hour
Computer Drafter	\$50.00/hour
Secretarial Assistance	\$50.00/hour

AUTHORIZATION

Should this scope of work, as described, meet with your approval, you may authorize the work to start by signing a copy of this proposal and returning it to our office (no retainer necessary). Should you believe that a modified scope of work might better meet your current needs, please contact our office.

The opportunity to present this proposal is appreciated and we look forward to working with you.

Respectfully submitted,

CONSTRUCTION TESTING & ENGINEERING, INC.



Dharmesh Amin, MS, PE, GE
Principal Engineer



Josh Myers, PG, CEG
Project Geologist

AUTHORIZATION FOR WORK TO BE PERFORMED:

Authorized Signature

Printed Name & Telephone No.

Date

CONSTRUCTION TESTING & ENGINEERING, INC.
STANDARD TERMS & CONDITIONS

1. SCOPE OF AGREEMENT: CTE's written proposal along with these Terms and Conditions contain the entire agreement ("Agreement") between CTE and its client ("Client") relating to the project and the services provided by CTE for the project. Client may negotiate the modification or elimination of any of these Terms and Conditions with CTE prior to signing the Agreement. By signing the Agreement and/or agreeing to receive CTE's services as described in the proposal, Client agrees to be bound by these Standard Terms and Conditions. Client agrees that it has been provided a copy of, read, and agrees to these Standard Terms and Conditions. Any prior discussions, negotiations, or representations not expressly set forth in the written proposal and these Terms and Conditions are not part of the agreement. CTE requires that all modifications to the scope of the proposal and these Standard Terms and Conditions be in writing and signed by both CTE and Client. CTE's lack of enforcement of any term, condition, or covenant shall not constitute a waiver of any such unenforced term, condition, or covenant, or CTE's right to insist upon future strict compliance with these Standard Terms and Conditions. If any term, condition, or covenant of these Standard Terms and Conditions is held to be invalid, void, or unenforceable, the remaining provisions of these Standard Terms and Conditions shall be valid and binding.

2. PA YMENT TERMS: CTE shall submit monthly invoices for the work performed on the project to Client, and said invoices shall be due and payable upon receipt. No retention shall be held by Client. Client agrees that failure to timely pay these invoices is a material breach of the agreement. Client agrees that upon its failure to timely pay CTE invoices, CTE may suspend its work pending payment, and may elect to terminate without penalty the contract under which Client did not timely tender payment for services rendered. Client agrees that the periodic invoices are presumed to be correct, conclusive, and binding on Client unless Client notifies CTE in writing of alleged inaccuracies, discrepancies, or errors in the billing within ten (10) days after receipt of such invoices. Client agrees to pay a late charge of 1-1/2% per month on the unpaid balance commencing thirty (30) days after receipt of an invoice. In the event of any increase in the hourly rates charged for its testing, inspection, or engineering services specified by this agreement, CTE shall provide 30 days advance notice to Client of any such increase. Client shall have two (2) weeks in which to object to the increase, and any failure to timely object shall constitute an acceptance of the increase.

3. CHANGES IN SCOPE OF WORK: Client agrees that if it requests incidental or additional services not specified by the written proposal, it will pay CTE for such services based upon CTE's customary hourly or unit price rates for said testing, inspection, and engineering. In the event that changes are made to the plans and specifications for the project or Client modifies or alters the scope of its work, CTE shall be entitled to additional compensation to the extent that the change increases CTE's testing, inspection, or engineering services, or the duration of CTE's performance.

TIME: Client agrees that time is of the essence in connection with CTE's services, and that an extension or delay to CTE's performance duration shall result in increased costs to CTE. Client further agrees that any CTE extended performance duration or delay beyond that specified by the written proposal, and if none is specified by the proposal, by the initial approved construction schedule, shall justify additional compensation to CTE. Said additional compensation shall be based upon CTE's customary hourly, daily, or monthly rates or unit prices for its testing, inspection, and/or engineering services.

5. PROJECT DELAY : CTE is not responsible for project delay or damages resulting therefrom caused in whole or part by the activities of Client, contractor, or its subcontractors, or governmental agencies, or by factors beyond CTE's reasonable control, including but not limited to, delays caused by reason of strikes, accidents, acts of God, weather, or failure of Client to furnish timely information or approval of CTE's work. CTE shall not be responsible for any delays caused by the actions and/or omissions of governmental agencies including but not limited to the processing of building permits or Environmental Impact Reports. CTE shall only act as an advisor to its Client on any governmental relations or approvals.

OWNERSHIP OF WORK-PRODUCT: All documents, papers, drawings, testing data, or other work-product prepared by CTE, and copies thereof, shall remain the property of CTE and may not be used by Client or other third parties without CTE's express written consent. In the event that Client fails to pay CTE for the services rendered, Client agrees to return all documents, papers, drawings, testing data, or other work-product prepared by CTE and not to use, lend, or otherwise authorize the use of said documents without CTE's written consent.

7. MUTUAL COOPERATION: CTE and Client agree to cooperate with each other in every way necessary in order to effectuate the intent of this Agreement. Client shall make available to CTE all information regarding existing and proposed conditions at the site, including but not limited to plot plans, topographic surveys, hydrographic data, and soil data including borings, field and laboratory tests, and written reports. Client shall provide and/or ensure that free access is provided to the site for all necessary equipment and personnel.

WARRANT : CTE warrants that it and its professionals are properly licensed to perform the services rendered. Client understands and agrees that CTE does not guarantee the completion, quality of work performed by others on the project, or that the construction work complies with the specifications, plans or building codes. CTE makes no warranty, either express or implied, to its findings, recommendations, testing or engineering results, or professional advice except that its testing, inspection, and/or engineering work was performed pursuant to generally accepted engineering standards within the industry in effect at the time of performance and within the geographic location in which the work was performed. CTE makes no representations concerning the nature of any subsurface soil condition unless specifically provided in writing.

9. EXCLUSION OF IMPLIED WARRANTIES. There are NO IMPLIED WARRANTIES OF MERCHANTABILITY and NO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE included with any products or materials incorporated into and/or utilized in connection with work performed by CTE. CTE expressly disclaims all IMPLIED WARRANTIES OF MERCHANTABILITY and WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

10. USE OF FINAL ED/APPROVED DOCUMENTS: Client agrees not to use or permit the use by any other entity, any plans, drawings, or other construction documents prepared by CTE which are not signed by CTE or finalized. Client agrees to be liable and responsible for any such unauthorized use of unsigned plans, documents, or other construction documents not signed by CTE and waives all rights and claims against CTE for their unauthorized use.

11. NO FIELD DIRECTION: Client understands that CTE's field personnel provide technical assistance to Client at the project site, and that CTE will not perform construction supervision, construction management, or otherwise direct or oversee construction or the work. Client shall inform all contractors and subcontractors that CTE is providing technical assistance and is not directing the work.

12. CONSTRUCTION STAKING: In the event that any construction staking provided by CTE is destroyed, damaged, or disturbed by Client, the contractor, its subcontractors, an act of God or any other party other than CTE, the cost of re-staking shall be paid for by Client as extra work.

13. SAFET : Client agrees that in accordance with the generally accepted industry standards and practices, the construction contractor will assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property, that this responsibility shall apply continuously and not limited to normal work hours, and that Client agrees to defend, indemnify, and hold CTE harmless from any and all liability, loss, or damage, real or alleged, in connection with accidents or injury on this project except to the extent caused by the sole negligence or willful misconduct of CTE.

1 . PROFESSIONAL LIA ILIT : CTE agrees to perform its testing, inspection, and/or engineering services in accordance with the written proposal, these Standard Terms and Conditions, and the custom and practice in the industry in place at the time the services were rendered, and in the geographic local in which the work was performed. Client understands and agrees that CTE performs testing and inspection services upon request by Client, and that unless Client specifically notifies CTE that particular testing and inspection is required, CTE assumes no responsibility to insure that any particular testing or inspection services are needed or performed. Client agrees to limit CTE's liability to Client and to all contractors and subcontractors on the project, in total, due to alleged professional negligence, CTE's acts, errors, or omissions, and breaches of contract, to the sum of Ten Thousand Dollars (\$10,000) or CTE's total invoiced and paid fee on the project, whichever is greater.

15. CHOICE OF LAW/VENUE/DISPUTES: The Agreement between CTE and its Client shall be governed by and construed in accordance with the laws of the State of California. CTE and Client agree that any such action arising out of the services provided by CTE shall be brought in the Superior Court of the State of California, County of San Diego.

**OXNARD SCHOOL DISTRICT
AGREEMENT FOR CONSULTANT SERVICES
(MASTER AGREEMENT – GEOTECHNICAL ENGINEERING)**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 13th day of November, 2013 by and between the **Oxnard School District** (“District”), with offices located at 1051 South A Street, Oxnard, CA 93030, and **Construction Testing and Engineering, Inc.** (“Consultant”) with a business address at 1645 Pacific Avenue, Suite 107, Oxnard, CA 93033. District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

- A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Qualifications, the performance of certain services, with the precise scope of work to be specified at the time of assignment of work.
- B. Following submission of a Statement of Qualifications for the performance of services, Consultant was prequalified by District to perform services on behalf of District that may be assigned, or not assigned, at the District’s sole discretion.
- C. The Parties desire to formalize the prequalification of Consultant for performance of services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

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

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

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

5. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from November 13, 2013 through November 12, 2018 (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term. Such agreement for extension shall be based upon the showing of good and sufficient cause by Consultant that such extension(s) shall be granted. District shall not be obligated to compensate Consultant for any additional costs if such an extension has been granted to this Agreement. Any provision for additional compensation shall be accommodated via the WAL process as indicated in **Exhibit A**.
6. **Time for Performance.** The scope of the Services set forth in the WAL shall be completed during the Term pursuant to the schedule specified in the WAL. If Services indicated in the WAL cannot be completed within the schedule set forth in the WAL, or if the schedule exceeds the Term of this Agreement, it is the responsibility of Consultant to notify District at least ninety (90) days prior to the expiration of either, with a request for a time extension clearly identifying the cause(s) for the failure to complete the Services within the schedule and/or the Term. Should Consultant fail to provide such notice, and/or the Services not be completed pursuant to that schedule or within the Term, Consultant shall be deemed to be in Default as provided below. District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
7. **Additional Services.** Additional Services are services in addition to the Services set forth in the WAL that are provided by Consultant pursuant to a written request by District. Additional Services will require a written request or pre-authorization in writing by District following specific approval of such services by the District Board of Trustees. It is understood and agreed that Consultant shall not perform any Additional Services unless and until Consultant receives specific written approval for such Additional Services from the District Board of Trustees. Any modification of the compensation to be paid to Consultant as a result of Additional Services must be specifically approved in writing by the District Board of Trustees. In the event that the District Board of Trustees approves in writing a modification of the compensation, then Consultant shall be paid for such Additional Services pursuant to Section 8, below. However, it is understood and agreed that if the cause of the Additional Services is the sole or partial responsibility of Consultant, its agents, or any subconsultants or other parties under the charge of Consultant, no additional compensation shall be paid to Consultant. If such conditions exist so as to justify Additional Services as indicated above, which require additional compensation or time in order to be performed, it is the sole responsibility of Consultant to submit a request for Additional Services within ten (10) days of Consultant's discovery of such conditions which require Additional Services. It is understood and agreed that if Consultant performs any services that it claims are Additional Services without receiving prior written approval from the District Board of Trustees, Consultant shall not be paid for such claimed Additional Services.
8. **Compensation and Method of Payment.** This Agreement does not guarantee that District will issue a WAL to Consultant nor does this Agreement guarantee any compensation to Consultant. This Agreement does not create any obligation on the part of District to compensate Consultant absent a WAL indicating compensation due to Consultant once Services are performed. Specific compensation and payment amounts, including approved reimbursable expenses, shall be set forth in the WAL. However, it is understood and agreed that the compensation to be paid to Consultant shall not be in excess of or exceed the rates set forth in **Exhibit B** "Compensation".

a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month for Services performed pursuant to a WAL. The invoice shall clearly indicate the assigned project, the approved WAL, and shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement and the WAL. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.

b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.

c. Payment to Consultant for work performed pursuant to this Agreement and a WAL shall not be deemed to waive any defects in work performed by Consultant.

9. Responsibilities of Consultant:

a. Consultant shall perform all Services as indicated in this Agreement and the WAL to the satisfaction of District.

b. The specific Services of Consultant to be performed shall be indicated in the WAL.

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

d. Consultant shall follow accepted industry standards and practices and comply with all federal, state, and local laws and ordinances applicable to the Services required by this Agreement and the WAL.

10. Responsibilities of District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AB (Initials)

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

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

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

TD (Initials)

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

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

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

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

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

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

RB (Initials)

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

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Lisa Cline
Assistant Superintendent, Business & Fiscal Services
Re: [Insert Project Name]

With electronic copy to: Caldwell Flores Winters, Inc.
Oxnard School District Program Manager
6425 Christie Ave., Suite 270
Emeryville, California 94608
Attention: Yuri Calderon
T: 510-596-8170
Email: ycalderon@cfwinc.com

To Consultant: Construction Testing and Engineering, Inc.
1645 Pacific Avenue, Suite 107
Oxnard, CA 93033
Attention: Michael Molina
T: (805) 486-6475
Email: mmolina@cte-inc.net

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

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

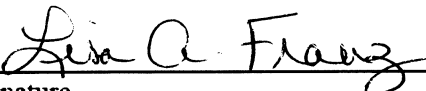
any rights under this Agreement or the WAL, and Consultant shall remain liable to District in accordance with this Agreement and the WAL for all damages to District caused by Consultant's failure to perform any of the Services to the Standard of Performance. This provision shall survive the termination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

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

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

OXNARD SCHOOL DISTRICT:

**CONSTRUCTION TESTING & ENGINEERING
INC.:**



Signature



Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Rodney Ballard, President

Typed Name/Title

11-20-13

Date

Oct. 30, 2013

Date

Tax Identification Number: 95-6002318

Tax Identification Number: 93-0997190

- Not Project Related
 Project #13-124


EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #13-124

WORK AUTHORIZATION PROCEDURES

1. Assignment of Work Authorization

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

- Not Project Related
 Project #13-124

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

Not Project Related

Project #13-124

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #13-124

COMPENSATION & RATE/FEE SCHEDULE

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

Schedule of Fees and Services	
PROFESSIONAL SERVICES	Rate per Hour
<u>PROFESSIONAL ENGINEERING STAFF</u>	
Principal Engineer / Geologist	\$110
Senior Engineer / Geologist / Architect	\$86
Project Engineer / Geologist / Architect	\$85
Environmental Consultant / Registered Environmental Assessor	\$95
Staff Engineer / Geologist / Architect	\$85
Environmental Specialist	\$85
Environmental Technician	\$85
Roofing / Waterproofing Inspector	\$85
Roofing / Waterproofing Consultant	QUOTE
<u>INSPECTION SERVICES & QUALITY CONTROL</u>	
Pile Driving Inspector / Deep Foundation Inspector	\$85
Senior Soil Technician includes nuclear gauge or mobile laboratory	\$75
Soil Technician II includes nuclear gauge or mobile laboratory	\$76
Mechanical / Electrical Inspector	\$85
Registered Special Inspector (Concrete, Masonry, Welding, Pre-Stress, Fireproofing)	\$72
Shop Fabrication Inspection (Within California)	QUOTE
Shop Fabrication Inspection (Outside California)	QUOTE
Field Technician I (ACI / Soil)	\$75
Concrete Technician (ACI)	\$72
Inspector of Record / DSA / OSH-PD Inspector	QUOTE
Quality Control Representative	QUOTE
Submittal Reviewer	QUOTE
Prevailing Wage Site Work	QUOTE
QC Plan Preparation	QUOTE
<u>NON-DESTRUCTIVE TESTING SERVICES</u>	
Non-Destructive Testing Inspector (ultrasonic, magnetic particle, dye penetrant)	\$85
Metallic Surface Coatings (Paint or Fluorescent Fireproofing)	QUOTE
Radiographic (low power portable and laboratory available)	QUOTE
<u>SPECIAL SERVICES:</u>	
Coring / Sawing Operator & Equipment (1-man crew)	\$150
Coring / Sawing Operator & Equipment (2-man crew)	\$225
Floor Flatness (includes reports and Registered Engineer Certification)	\$150
Mobilization / Demobilization - flat rate	N/A
Reinforcing Steel Location	\$85
Anchor Pull Tests - up to 30 tons	\$96
Glue Lamination Inspection	QUOTE
Batch Plant Inspector	\$75
Procedure Qualification per: AWS, ASME or Military Standards	QUOTE
<u>SUPPORT SERVICES:</u>	
Certificate of Completion	\$350
Draftsman	\$60
Express Mail (FEDEX/UPS) (minimum)	\$30
Facsimile (each page)	\$1
File Search, re-issue of report, copies (minimum)	\$50
Review of Files for processing Affidavits and Certifications	\$45
Word Processing/Secretarial (per hour)	\$45
Sample Pickup	\$50
<u>COURT APPEARANCE AND DEPOSITIONS:</u>	
Senior Professional Preparation, Deposition or Testimony	\$250
Travel & Expenses	Actual + 15%
Evidence Storage (per month)	\$50

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Schedule of Fees and Services			
MATERIALS TESTING	Price per Specimen	ASTM Designation	Other Method Used
SOILS:			
California Bearing Ratio (CBR), Includes Maximum Density Curve	\$360	D 1883	---
Cement Treated Base, Laboratory Design - Soil Cement, Each Set	\$435	D-558	---
Cement Treated Base, Sample Fabrication (Set of Three)	\$120	D-558	CTM 312
Cement Treated Base, Compression Test	\$25	---	---
Chloride Content of Soil	\$70	---	---
Conductivity	\$35	---	CAL-TM-424
Consolidations - Per Point	200.00 or \$65.00 per point	D 2435	---
Direct Shear Test	\$195 to \$245	D 3080	---
Expansion Index	\$140	D 4829	UBC 18-2
Hydrometer Analysis (Fine Grade)	\$100	D-422	---
Hydrometer Analysis with coarse & fine grade	\$230	---	---
Laboratory Compaction Test (Moisture Density-Each Curve)	\$190	D 1557	CTM 216
Laboratory Compaction Test Requiring Rock Correction	\$225	D 1557 / D 4718	---
Moisture Content	\$35	D 2216	---
Plasticity Index / Liquid Limit/Atterburg Limits	\$100	D 4318	---
Permeability Test - Constant Head			
Fine Grained Soil	\$210	D-5084	---
Granular Soil	\$350	D 2434	---
Other	QUOTE	D 4318	---
R - Value (Minimum 3 pts.)	\$225	D-2844	CTM 301
Resistivity and pH of Soil	\$150	D-4972	CTM 643
Sand Equivalent	\$100	D 2419	CTM 217
Shrinkage Limit	\$90	D 427	---
Sodium Sulfate Soundness (Per Size Fraction)	\$70	C 68	---
Soil Classification w/ Atterburg & Gradation	\$240	D 2467	---
Sulphate Content of Soil	\$80	---	---
AGGREGATES:			
Absorption Test, Coarse Aggregate	\$25	C 127	---
Absorption Test, Fine Aggregate	\$25	C 128	---
Aggregate Conformance Testing for State of California Projects (Includes: Sieve Analysis, Specific Gravity, No. 200 Wash, Organic Impurities, Unit Weight)	\$210	---	---
Clay Lumps and Friable Particles	\$85	C 142	---
Cleanliness Value	\$70	---	CTM 227
Crushed Particles, Percent	\$110	---	CTM 205
Durability Index, Coarse Aggregate	\$95	D 3744	CTM 229
Durability Index, Fine Aggregate	\$70	D 3744	CTM 229
LA Rattler	\$150	C 131 or C 535	CTM 211
Mortar making properties of fine aggregates	\$225	C 87	---
Organic Impurities in Sand	\$45	C 40	---
Sieve Analysis (Gradation), Coarse Aggregate	\$50	C 136	---
Sieve Analysis (Gradation), Fine Aggregate (Including Wash)	\$75	C 136	---
Soundness of Aggregates by Sulfates	\$45	---	---
Specific Gravity, Fine Aggregate	\$60	C 128	---
Specific Gravity, Coarse Aggregate	\$40	C 127	---
Unit Weight per Cubic Foot, Voids in Aggregate	\$50	C 29	---

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

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

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

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

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

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

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

A. Billing Cover Sheet/SOV with all appropriate progress percentages identified toward completion of the Services.

B. Acceptable back-up for billings shall include, but not be limited to:

- a. Records for all personnel describing the work performed, the number of hours worked, and the hourly rate, for all time charged to the Services.**
- b. Records for all supplies, materials and equipment properly charged to the Services.**
- c. Records for all travel pre-approved by District and properly charged to the Services.**
- d. Records for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.**

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

- Not Project Related
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V. The total compensation for the Services shall be provided for in the WAL(s) issued subsequent to this Agreement.

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

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EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #13-124

INSURANCE

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

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

- (1) Commercial General Liability coverage of not less than two million dollars (\$2,000,000) aggregate and one million dollars (\$1,000,000) per occurrence.
- (2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).
- (3) Insurance coverage should include:
 - 1. owned, non-owned and hired vehicles;
 - 2. blanket contractual;
 - 3. broad form property damage;
 - 4. products/completed operations; and
 - 5. personal injury.
- (4) Workers' Compensation insurance as required by the laws of the State of California.
- (5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) aggregate.
- (6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #13-124

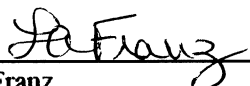
CONFLICT OF INTEREST CHECK

Bylaws of the Board 2030(C)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with District's Conflict of Interest Code (commencing with Bylaws of the Board 2030 BB).

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

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

Date: 11-20-13

By: 
Lisa A. Franz
Director, Purchasing

- Not Project Related
 Project #13-124

EXHIBIT "E"
TO AGREEMENT FOR CONSULTANT SERVICES #13-124
BACKGROUND CHECK AND FINGERPRINTING PROCEDURES
FOR CONTRACTORS

The successful Bidder will be required to assure that its employees, subcontractors of any tier, material suppliers, and consultants do not have direct contact with the District's students during the performance of the Contract in compliance with Education Code §§ 45125.1 and 45125.2. To assure these provisions, the successful Bidder's supervisor shall be fingerprinted, and proof of same shall be provided to the District prior to start of on-site work. The supervisor will monitor the workers' conduct while on school grounds. In addition, the successful Bidder shall barricade the Work area to separate its workers from the students. Costs associated with this process are the responsibility of the successful Bidder.

The Contractors' construction supervisors or their unsupervised employees who will be working outside of fenced areas during the school hours **must** have submitted a fingerprint identification card to the Department of Justice (DOJ) and have a proof of clearance in the form of an affidavit filed in the Oxnard School District's Purchasing Office **prior to** the start of the Work.

California Education Code §§45125.1 and 45125.2 require that criminal checks be completed for contractors (Contracting Firm) who provide architectural, construction, janitorial, administrative, landscape, transportation, food-related, or other similar services to school districts.

The undersigned does hereby certify to the Board of Trustees of the Oxnard School District as follows:

That I am a representative of the Contractor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken the following actions with respect to the construction Project that is the subject of the Contract:

1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor's employees and District pupils at all times (mandatory for all Projects); AND
2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor's employees and of all its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

Not Project Related

Project #13-124

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: Shawn Huffman

Title: Project Manager

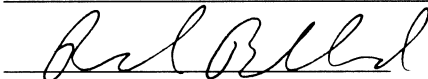
AND/OR

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: Oct. 30, 2013

Proper Name of Contractor: Construction Testing & Engineering, Inc.

Signature: 

By: Rodney Ballard

Its: President

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EXHIBIT "F"
TO AGREEMENT FOR CONSULTANT SERVICES #13-124

SCOPE OF SERVICES (PART 1 OF 2) – GEOTECHNICAL ENGINEERING

The Geotechnical's Scope of Work includes, but is not limited to, the following:

Consultant shall ensure that project design documents are representative of actual soils conditions, including bearing capacity and recommended slab and foundation designs. The geotechnical engineer will also be required to monitor certain construction activities, as determined by the architect of record, and to confirm that construction activities were performed satisfactorily and achieved required compaction.

1. Borings:

- a. The location and depth of the proposed borings proposed by the Consultant shall be submitted by the Consultant for District approval. Quantity and locations of proposed borings must be adequate to satisfy requirements of any and all state and federal agencies, laws and regulations governing K12 construction. If the Consultant finds it necessary to change the location or depth of any of these proposed borings, the Architect of Record shall be notified and a new location or depth shall be agreed upon between the Architect and the Consultant.
- b. If unusual conditions are encountered, including but not limited to unanticipated materials which cannot be penetrated by standard sampling equipment, the Consultant shall immediately consult with the Architect of Record for the Project.
- c. The Consultant shall advise the Architect of Record as to any further exploration and testing required to obtain information that the Consultant requires for a professional interpretation of subsoil conditions at the building site and shall perform such additional work as authorized by the Owner after consultation with the Architect of Record. The extent of exploration undertaken shall be consistent with the scope of the Project as indicated by the information given above and by any drawings attached hereto.
- d. Unless otherwise stipulated, drilling and sampling will be performed in accordance with current applicable ASTM (American Society of Testing and Materials) standards and other standards, including, but not limited to ASTM standards D1586, D1587 and D2113.
- e. The field logs and boring maps shall be prepared either by a Geotechnical Engineer or by an experienced soils technician acting under the supervision of a Geotechnical Engineer. All samples shall be preserved by the Consultant until all foundations are complete and accepted by DSA.

2. Drilling and sampling methods and protection of property:

- a. The Consultant shall contact the Owner and all utility companies for information regarding buried utilities and structures and shall take all reasonable precautions to prevent damage to property both visible and concealed. All drilling and digging locations shall be coordinated with verified underground utility locations to avoid damaging existing infrastructure and/or utilities. Consultant is responsible for any and all impacts, damages, and delays caused by boring operations that damage existing infrastructure and/or utilities. The Consultant shall reasonably restore the site to the condition existing prior to the Consultant's entry and work. Such restoration shall include, but not be limited to, backfilling of borings, patching of slabs and pavements, and repair of lawns and

Not Project Related

Project #13-124

plantings. Each boring should be temporarily plugged, pending additional groundwater readings. At the completion of the groundwater readings, the borings shall be permanently plugged, including patching of slabs and pavements.

- b. Again, field logs and boring maps shall be prepared either by a Geotechnical Engineer or by an experienced soils technician acting under the supervision of a Geotechnical Engineer. All samples shall be preserved by the Consultant until all foundations are complete and accepted by DSA.

3. Percolation Testing:

- a. The Consultant shall perform percolation testing at a minimum of three (3) locations agreed upon between the District, Architect of Record, and Consultant.

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

4. Reports

- a. The Consultant shall prepare both draft and final reports reflecting the results of all investigation, analysis, study and findings. The reports shall be prepared on white paper, 8 1/2 x 11 inches, suitable for photocopying, and shall be bound in booklet form.
- b. The Consultant shall prepare reports in accordance with the items listed below:
 - i. All data required to be recorded according to the ASTM standards or other standard test methods employed shall be obtained, recorded in the field and referenced to boring numbers; soil shall be classified in the field logs in accordance with applicable ASTM standards and other standards, including, but not limited to, ASTM standard D2488. Classification for final logs shall be based on field information, results of tests, and further inspection of samples in the laboratory by the Geotechnical Engineer preparing the reports. The Report shall:
 - Include a chart illustrating the soil classification criteria and the terminology and symbols used on the boring logs;
 - Identify the ASTM standards or other recognized standard sampling and test methods utilized; and,
 - Provide a plot plan giving dimensioned locations, size, & depths of test borings, and percolation testing locations.
 - Provide vertical sections for each boring plotted and graphically presented showing number of borings, sampling method used, date of start and finish, surface elevations, description of soil and thickness of each layer, depth to loss or gain of drilling fluid, hydraulic pressure required or number of blows per foot (N value for each sample) and, where applicable, depth to wet cave-in, depth to artesian head, groundwater elevation and time when water reading was made and presence of gases. Note the location of strata containing organic materials, wet materials or other inconsistencies that might affect engineering conclusions. The report shall also:
 - Describe the existing surface conditions and summarize the subsurface conditions, including percolation rates and related information;
 - Provide appropriate subsurface profiles of rock or other bearing stratum;
 - Estimate potential variations in elevation and movements of subsurface water due to seasonal influences; and,
 - Report all laboratory determinations of soil properties.

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- c. Disposition of Samples: After all laboratory tests have been completed, dispose of samples after foundation installation is complete and accepted by DSA
- d. Foundation Engineering Evaluation and Recommendations: The Consultant shall analyze the information developed by investigation or otherwise available to the Consultant, including those aspects of the subsurface conditions which may affect design and construction of proposed structures, and shall consult with the Architect of Record on the design and engineering requirements of the Project. Based on such analysis and consultation, the Consultant shall submit a professional evaluation and recommendations for the necessary areas of consideration including, but not limited to, the items listed below:
 - i. Foundation support of the structure and slabs, including bearing pressures, bearing elevations, foundation design recommendations and anticipated settlement.
 - ii. Anticipation of, and management of, groundwater for design of structures and pavements.
 - iii. Lateral earth pressures for design of walls below grade, including backfill, compaction and subdrainage, and their requirements.
 - iv. Soil material and compaction requirements for site fill, construction backfill, and for the support of structures and pavements.
 - v. Subgrade modules for design of pavements or slabs.
 - vi. Temporary excavation and temporary protection, such as excavation sheeting, underpinning and temporary dewatering systems.
 - vii. Stability of slopes.
 - viii. Seismic activity.
 - ix. Frost penetration depth and effect.
 - x. Analysis of the effect of weather or construction equipment or both on soil during construction.
 - xi. Analysis of soils to ascertain presence of potentially expansive, deleterious, chemically active or corrosive materials or conditions, or presence of gas.
 - xii. Evaluation of depth of material requiring rock excavation and methods of removal.
- e. Report Submittal and Approval: A draft report shall be submitted to the District and Architect of Record for review and comment prior to the preparation of a final report for submittal to the District. Thereafter, the final report shall be prepared by the Consultant and shall comply with all requirements of those State and Federal authorities having jurisdiction over K-12 construction. The Consultant shall evaluate and respond to all comments in a prompt and satisfactory manner. The Geotechnical Engineering report will be submitted by the Architect of Record to the State as part of the DSA approval process for this project.

5. Construction Phase Services

- a. Respond to all RFI's generated related to the Consultant's report prepared pursuant to this RFP and perform field observation duties as required by T-24 Part1, Sections 4-211, 4-214, 4-215, 4-216 and 4-217.
- b. During performance of the Services, Consultant will keep District apprised of the status of performance by delivering the following status reports under the indicated schedule:

STATUS REPORT FOR ACTIVITY:

- A.** Work plan and schedule for completion of services
- B.** Confirmation of completion of boring, drilling, sampling & testing activities

DUE DATE

- NTP + 3 days**
- NTP + 15 days**

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C. Draft geotechnical engineering report for District review & comments **NTP + 25 days**

D. Final geotechnical engineering report for District approval **NTP + 30 days**

6. Time

The final geotechnical engineering report shall be completed and hard copies with electronic files transmitted within 30 calendar days of the notice to proceed.

7. Accuracy Standards

Precision of the geotechnical engineering report and recommendations shall be in accordance with the professional standard of care to be expected of professional engineers and geologists licensed to practice within the State of California.

- Not Project Related
 Project #13-124

Consultant/Vendor Billing Instructions

Invoice Cover Sheet Set-Up.

- 1 See "billing tab" below for spreadsheet, these are the instructions
 - 2 Enter Project Site name, DSA project number, Project Type, Invoice #, Date, Your Company Name, fax, phone, etc...
 - 3 Enter PO # (Purchase Order #) provided to you when contract issued.
 - 4 Feel free to include your company logo if you wish
 - 5 Enter approved contract agreements, amendments, re-imbursables, 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 re-imbursables 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 (tmiddlestadt@cfvinc.com), or mail to the CFV Oxnard office at 1901 Victoria Ave, Suite 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 & 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/4/2013

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

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

PRODUCER Crest Insurance Group, LLC 5285 East Williams Circle Suite 4500 CA# 0G31993 Tucson AZ 85711	CONTACT NAME: Kathy Taylor PHONE (A/C, No, Ext): 520-881-5760 E-MAIL ADDRESS: ktaylor@crestins.com	FAX (A/C, No): 520-325-3757
	INSURER(S) AFFORDING COVERAGE	
INSURED 70CONSTES CTE, CAL, Inc. 14538 Meridian Parkway, Suite A Riverside CA 92518-3018	INSURER A : Travelers Property Casualty Co. of	NAIC # 25674
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 675832320 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	6308298X967	4/17/2013	4/17/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	Y	Y	8108298X967	4/17/2013	4/17/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0			CUP8298X967	4/17/2013	4/17/2014	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	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/A	UB8298X967	4/17/2013	4/17/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: Project #13-124. Certificate Holder is additional insured under general and auto liability if required by written contract per the attached policy forms. Waiver of Subrogation & Primary & Non Contributory applies if required by written contract per attached forms. Coverage is subject to policy forms, terms, conditions, definitions & exclusions.

CERTIFICATE HOLDER Oxnard School District Caldwell Flores Winters, Inc. 1901 S. Victoria Ave., Suite 106 Oxnard CA 93035	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Cody Ritchie</i>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:
- "Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:
- a. After the signing and execution of the contract or agreement by you;
 - b. While that part of the contract or agreement is in effect; and
 - c. Before the end of the policy period.

COMMERCIAL GENERAL LIABILITY

Suit of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

Notice of an "occurrence" or of an offense which may result in a claim must be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

Knowledge by any other "employee" of an "occurrence" or offense does not imply that you also have such knowledge.

Notice of an "occurrence" or of an offense which may result in a claim will be deemed to be given as soon as practicable to us if it is given in good faith as soon as practicable to your workers' compensation, accident, or health insurer. This applies only if you subsequently give notice of the "occurrence" or offense to us as soon as practicable after you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence" or offense may involve this policy.

Q. OTHER INSURANCE CONDITION

1. The following replaces Paragraph 4., Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

4. Other Insurance

If valid and collectible "other insurance" is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the "other insurance" is also primary. Then, we will share with all that "other insur-

ance" by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the "other insurance", whether primary, excess, contingent or on any other basis:

- (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk, or similar coverage for "your work";
- (2) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
- (3) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
- (4) If the loss arises out of the maintenance or use of aircraft, "autos", or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability; or
- (5) That is available to the insured when the insured is an additional insured under any other policy, including any umbrella or excess policy.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any provider of "other insurance" has a duty to defend the insured against that "suit". If no provider of "other insurance" defends, we will undertake to do so, but we will be entitled to the insured's rights against all those providers of "other insurance".

When this insurance is excess over "other insurance", we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such "other insurance" would pay for the loss in the absence of this insurance; and

COMMERCIAL GENERAL LIABILITY

- (2) The total of all deductible and self-insured amounts under that "other insurance".

We will share the remaining loss, if any, with any "other insurance" that is not described in this Excess Insurance provision.

c. Method Of Sharing

If all of the "other insurance" permits contribution by equal shares, we will follow this method also. Under this approach each provider of insurance contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the "other insurance" does not permit contribution by equal shares, we will contribute by limits. Under this method, the share of each provider of insurance is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all providers of insurance.

2. The following definition is added to SECTION V – DEFINITIONS:

"Other insurance":

- a. Means insurance, or the funding of losses, that is provided by, through or on behalf of:
- (1) Another insurance company;
 - (2) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit section of Paragraph 5. of LIMITS OF INSURANCE (Section III) or the Non cumulation of Personal and Advertising Injury limit sections of Paragraph 4. of LIMITS OF INSURANCE (Section III) applies;
 - (3) Any risk retention group;
 - (4) Any self-insurance method or program, other than any funded by you and over which this Coverage Part applies; or
 - (5) Any similar risk transfer or risk management method.
- b. Does not include umbrella insurance, or excess insurance, that you bought specifically to apply in excess of the Limits of

Insurance shown on the Declarations of this Coverage Part.

R. UNINTENTIONAL OMISSION

1. The following is added to Paragraph 6. Representations of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy shall not prejudice your rights under this insurance.

2. This Provision R. does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

S. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US WHEN REQUIRED BY CONTRACT

The following is added to Paragraph 8. Transfer of Rights of Recovery Against Others to Us of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of:

1. Premises owned by you, temporarily occupied by you with permission of the owner, or leased or rented to you;
2. Ongoing operations performed by you, or on your behalf, under a contract or agreement with that person or organization;
3. "Your work"; or
4. "Your products".

We waive these rights only where you have agreed to do so as part of a "written contract requiring insurance" entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense or "advertising injury" offense is committed.

T. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the DEFINITIONS Section:

"Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a per-



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 03 13 (00) -**

POLICY NUMBER: UB8298X967

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

Blanket Waiver of Subrogation

DESIGNATED ORGANIZATION:

Blanket Waiver of Subrogation

DATE OF ISSUE: - -

ST ASSIGN:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED → B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL EFFECTS K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION ← N. UNINTENTIONAL ERRORS OR OMISSIONS |
|--|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

→ **B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph c. in A.1., Who Is An Insured, of SECTION II – LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and

executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

COMMERCIAL AUTO

- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

→ **M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the ex-

tent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

POLICY NUMBER: 8108298X967

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

SCHEDULED PERSONS OR ORGANIZATIONS

Blanket Additional Insured

PROVISIONS

- A. The following is added to Paragraph c. in A. 1., Who Is An Insured, of SECTION II-LIABILITY COVERAGE:**

Any person or organization shown above who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

- B. The following is added to Paragraph 5., Other Insurance, in B. General Conditions of SECTION IV – BUSINESS AUTO CONDITIONS:**

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, if the scheduled person or organization shown above has other insurance under which it is the first named insured and that insurance also applies, then this insurance is primary to and non-contributory with that other insurance when the written contract or agreement between you and that scheduled person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

BOARD AGENDA ITEM

Name of Contributor(s): Cline/Gutierrez/CFW

Date of Meeting: 10/15/14

STUDY SESSION _____
CLOSED SESSION _____
SECTION B: HEARINGS _____
SECTION C: CONSENT AGENDA **X**
SECTION D: ACTION _____
SECTION E: REPORTS/DISCUSSION _____
SECTION F: BOARD POLICIES 1st Reading _____ 2nd Reading _____

Approval of Work Authorization Letter (WAL) #003 for Asbestos, Lead, and Hazardous Materials Survey, Testing, and Monitoring at Project 1 – Kindergarten & Science Reconfiguration per Master Agreement #13-136 with ENCORP (Cline/Gutierrez/CFW)

At the Board meeting of November 13, 2013, the Board of Trustees approved the prequalification and Master Agreement #13-136 with ENCORP to perform Asbestos, Lead, and Hazardous Materials Survey, Testing, and Monitoring services for the Measure “R” Program.

At that time, the Board also authorized the District, in consultation with CFW, to issue Work Authorization Letters (WALs) to the Master Agreements with prequalified firms as needed to support the work, with the understanding that all awards would be assigned on a rotational basis to ensure that the work is distributed fairly amongst prequalified firms, that the awards were within the approved program budget and that all WALs issued would be submitted to the Board for approval at the next available meeting.

This agenda item includes the approval of the WAL listed below:

Master Agreement #13-136
WAL #003
Consultant: ENCORP
Date Issued: 9/30/14

WAL #002 to Encorp was approved by the Board at the June 25, 2014 meeting, authorizing Encorp to complete environmental monitoring and testing services for Project 1 as needed. WAL #002 was established as a ‘not to exceed’ allowance to accommodate environmental survey and testing fees required to address unforeseen environmental issues discovered during Project 1 construction activities.

Due to the number of unforeseen environmental issues and hazardous materials discoveries, the fees required to complete the environmental survey and testing services exceeded the allowance approved in WAL #002. WAL #003 authorizes additional services fees to increase the PO amount established by WAL #002, to accommodate the anticipated environmental consulting fees required to complete Project 1.

FISCAL IMPACT:

The asbestos, lead, and hazardous materials survey, testing, and monitoring services will be completed for a lump sum fixed fee not to exceed:

Seven Thousand Five Hundred Twenty Dollars No Cents [\$7,520.00] to be funded from Measure "R".

The funding and expenditures for this WAL should be cost coded to Project 1, 6271 – Environmental Clean-Up.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Executive Director of Facilities Planning, Engineering, and Operations, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve WAL #003 to Master Agreement #13-136 with ENCORN for asbestos, lead, and hazardous materials testing, survey, and monitoring services for Project 1 – Kindergarten & Science Grade Reconfiguration Modernization.

ADDITIONAL MATERIAL(S):

- WAL #003, ENCORN (6 Pages)
- ENCORN Fee Proposal (4 Pages)
- Master Agreement #13-136, ENCORN (33 Pages)

GOALS:**GOAL FIVE:**

- *Adopt and Implement a Comprehensive Facilities Program that Improves Student Performance, Maximizes State Funding Opportunities and Reduces Overcrowding at Existing School Sites*



WORK AUTHORIZATION LETTER (WAL)

GENERAL INFORMATION

PROJECT #: 1 - KG & Science Reconfiguration	DATE: 09/26/2014
SITE NAME: Brekke/Chavez/Curren/Fremont/Haydock/Kamala/McAuliffe/Ritchen	DSA #: Varies, See Attachment "A"
MASTER AGREEMENT #: 13-136	OPSC #: Varies, See Attachment "A"
WAL #: 3	VENDOR ID:

PURSUANT TO MASTER AGREEMENT BETWEEN:

DISTRICT	CONSULTANT
OXNARD SCHOOL DISTRICT 1051 South A. St. Oxnard, CA 93030 (805) 385-1501	Firm Name: ENCORP Street: 16700 Valley View Avenue, Suite 100 City, State, Zip: La Mirada, CA 90638 Phone: 714-523-9811

SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL

Asbestos, Lead, and Hazardous Materials Survey & Testing construction and close-out services for the eight (8) projects included within the Project 1 - KG and Science Reconfig. package, including Brekke, Chavez, Curren, Fremont, Haydock, Kamala, McAuliffe, and Ritchen schools. All terms and conditions of Master Agreement #13-136 shall apply, including all Exhibits to the Agreement. Scope of services is described in Exhibit "F" of the Master Agreement.
 (ATTACH ADD'L PAGES AS NECESSARY)

SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL

START DATE: May 19, 2014	COMPLETION DATE: December 31, 2014
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FIXED FEE AMOUNT: \$7,520.00

This fee amount is based upon Consultant's proposal dated 9/23/2014, and subsequent negotiations mutually agreed to by all parties.

This WAL is inherently a part of the Master Agreement indicated above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.

This WAL and associated Master Agreement hereby supersede any and all terms, conditions, and other provisions of the Consultant's proposal, and such terms, conditions, and other provisions are null and void and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superseded by this WAL and/or the associated Master Agreement.

IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:

DISTRICT	CONSULTANT
OXNARD SCHOOL DISTRICT (SIGNATURE)	CONSULTANT: (SIGNATURE)
9-30-14 (DATE)	9/26/14 (DATE)

FOR DISTRICT USE ONLY

PROJECT MANAGER: Tylor Middlestadt (CFW)	PREPARED BY: Suzanne Kuric (CFW)
PO #:	PO AMOUNT:
SOURCE OF FUNDS: <input checked="" type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input type="checkbox"/> OTHER:	
COST ID: 6280 - Construction Testing 0271 - Env. Clean Up	
(PM APPROVAL SIGNATURE)	9/30/2014 (DATE)

SPECIAL INSTRUCTIONS: 1. Consultant shall work closely with District and Project Team to ensure that all required information is included in the necessary reports; including the Closeout Abatement Report.

Attachment "A"
MA #13-154, WAL #003

Project Site Names, DSA #s, and OPSC PTN #s:

Norman R. Brekke Elementary School

1400 Martin Luther King Jr. Dr., Oxnard, CA 93030

DSA #: 03-115300

OPSC PTN #: 72538-67

Haydock Intermediate School

647 West Hill St., Oxnard, CA 93033

DSA #: 03-115303

OPSC PTN #: 72538-71

Cesar Chavez Elementary School

301 N. Marquita St., Oxnard, CA 93030

DSA #: 03-115301

OPSC PTN #: 72538-68

Kamala Elementary School

634 West Kamala St., Oxnard, CA 93033

DSA #: 03-115299

OPSC PTN #: 72538-72

Bernice Curren Elementary School

1101 North F St., Oxnard, CA 93030

DSA #: 03-115298

OPSC PTN #: 72538-69

Christa McAuliffe Elementary School

3300 West Via Marina Ave., Oxnard, CA 93035

DSA #: 03-115302

OPSC PTN #: 72538-73

Fremont Intermediate School

1130 North M St., Oxnard, CA 93030

DSA #: 03-115297

OPSC PTN #: 72538-70

Emilie Ritchen Elementary School

2200 Cabrillo Way, Oxnard, CA 93030

DSA #: 03-115304

OPSC PTN #: 72538-74

Scope of Services to be Performed Under This WAL #001 (cont.):

General Overview of Scope of Work

The HazMat Survey, Testing, and Monitoring Consultant ("Consultant") for Project 1: Kindergarten and Science Reconfiguration shall provide on-call services in response to the discovery of suspect hazardous materials to confirm the presence thereof, assist the Contractor in developing a suitable removal and clearing plan, and to monitor and confirm that the removal and clearing activities have been completely in accordance with applicable laws, regulations, and safety precautions. The work includes Hazmat survey, testing, and monitoring services at all eight project sites listed above, as needed throughout the duration of construction activities.

Service Call Response Times

The Consultant must report to the requested project site within 24hrs of receipt of notification of discovery of suspect materials. Consultant shall immediately survey, test, and/or confirm the presence of existing hazardous materials upon review of the site conditions. Consultant shall confirm removal and clearing requirements, including notifications to appropriate agencies, within 48hrs of confirmation of the existing of hazardous materials and substances.

Attachment "A"

MA #13-154, WAL #003

Work Week

Contractor is planning a six-day work week beginning June 20, 2014, through project completion on August 8, 2014. Sundays may be required at times to keep the project schedule. The Consultant must be available to work Saturdays and Sundays as required to monitor work activities. Contractor will make their best effort to consolidate removal/clearing activities within the typical five day work week to minimize Consultant's on-site requirements during weekends.

Communication

Consultant shall maintain active communication with the project team, including at minimum cell phone with email capabilities, active email address, fax machine, and 24/7 phone dispatch availability for urgent issues during the execution of the work. Consultant must respond to all project emails and phone messages within 24hrs of receipt.

Consultant shall utilize District's project controls and document management online systems for review, approval, filing, and archiving of project documents including RFIs, Submittals, Change Orders, Daily Reports, and other documents that require Consultant's review and/or approval.

Reports

Consultant shall provide a copy to the District of all reports required by DSA, including dailies, monitoring reports, etc...

Project Specific Scope of Work Summaries:

Kindergarten Reconfigurations

Brekke Elementary School

The construction consists of interior demolition and construction activities in existing classroom and work rooms totaling +/-1,052 sq. ft. of work area. Work includes interior demo to create new door openings in existing shear wall including addition of second side shear, remove marker boards, tack boards, casework, flooring, devices, acoustical ceiling, etc. to accommodate modernization work. Construction activities include new interior partitions, finishes, fixtures, and casework to enclose and equip new restroom and work room, interior improvements to classroom including soffit and track for full height sliding marker boards over existing built-in casework, conduit, wiring, and receptacles/devices for reconfigured power/data systems including HDMI over CAT6 distribution to new display, full height fixed marker boards, new casework in teacher's work room, floor and wall tile (full ht.) in restroom.

Construction budget is approximately +/- \$126,000.

McAuliffe Elementary School

The construction consists of interior demolition and construction activities in existing classroom and adjacent janitor closet/RR and work room totaling +/-974 sq. ft. of work area. Work includes interior demo to create new door opening in existing shear wall including addition of second side shear, remove marker boards, tack boards, casework, flooring, devices, acoustical ceiling, etc. to accommodate modernization work. Tile in existing janitors closet contains lead and must be removed according to environmental consultant's recommendations, see report. Construction activities include new interior partitions, finishes and fixtures to enclose and equip new restroom and janitor's closet, interior

Attachment "A"
MA #13-154, WAL #003

improvements to classroom including soffit and track for full height sliding marker boards over existing built-in casework, conduit, wiring, and receptacles/devices for reconfigured power/data systems including HDMI over CAT6 distribution to new display, full height fixed marker boards, new casework and sinks in classroom, floor and wall tile (full ht.) in restroom. Includes relocation of existing electrical panels, and CMU infill at existing door opening.

Construction budget is approximately +/- \$174,000.

Ritchen Elementary School

The construction consists of interior demolition and construction activities in existing classroom, work room, restroom and adjacent classroom totaling +/- 1,000 sq. ft. of work area. Work includes interior demo to create new door opening in existing shear wall including addition of second side shear, demo of existing CMU wall sections to accommodate new door locations, demo of interior partitions, casework, finishes and fixtures to remove an existing teacher's work room, restroom with shower, washroom, and kitchenette area, remove section of existing slab for tile installation, remove marker boards, tack boards, casework, flooring, devices, acoustical ceiling, etc. to accommodate modernization work. Construction activities include new CMU wall, infill, and door opening in new CMU, interior partitions, finishes, fixtures, and casework to enclose and equip new restroom, washroom, and teacher's work room, interior improvements to classroom including soffit and track for full height sliding marker boards over existing built-in casework, conduit, wiring, and receptacles/devices for reconfigured power/data systems including HDMI over CAT6 distribution to new display, full height fixed marker boards, new casework and sinks in classroom, floor and wall tile (full ht.) in restroom.

Construction budget is approximately +/- \$203,730.

K-8 Science Reconfigurations

Chavez Elementary School

The construction consists of interior demolition and construction activities in three existing classrooms and work rooms totaling +/- 2,873 sq. ft. of work area. Work includes interior demo to remove all interior partitions, casework, devices, and other improvements within the three existing classroom areas and associated work rooms. Construction activities include fire sprinkler system upgrades are required including additional head locations and increased line size, new rooftop HVAC unit and associated structural supports and ductwork, new wall partitions and door openings, finishes, fixtures, and casework to enclose and equip new labs and prep rooms, interior improvements to classroom including soffit and track for full height sliding marker boards, conduit, wiring, and receptacles/ devices for reconfigured power/data systems including HDMI over CAT6 distribution to new display, full height fixed marker boards, new sink in classroom, in addition to patching a repairs to flooring, ceiling, paint, etc. where demolition activities or new construction damaged or interrupted finished surfaces.

Construction budget is approximately +/- \$390,001.

Curren Elementary School

The construction consists of interior demolition and construction activities in three existing classrooms and work rooms totaling +/- 2,888 sq. ft. of work area. Work includes interior demo to remove all interior partitions, casework, devices, and other improvements within the three existing classroom areas and associated work rooms. Construction activities include fire sprinkler system upgrades are required including additional head locations and increased line size, new rooftop HVAC unit and associated structural supports and ductwork, new wall partitions and door openings, finishes, fixtures, and

Attachment "A"
MA #13-154, WAL #003

casework to enclose and equip new labs and prep rooms, interior improvements to classroom including soffit and track for full height sliding marker boards, conduit, wiring, and receptacles/ devices for reconfigured power/data systems including HDMI over CAT6 distribution to new display, full height fixed marker boards, new sink in classroom, in addition to patching a repairs to flooring, ceiling, paint, etc. where demolition activities or new construction damaged or interrupted finished surfaces.

Construction budget is approximately +/- \$372,285.

Kamala Elementary School

The construction consists of interior demolition and construction activities in two existing classrooms, work rooms, and resource room totaling +/- 2,451 sq. ft. of work area. Work includes interior demo to remove all interior partitions, casework, devices, and other improvements within the three existing classroom areas and associated work rooms. Construction activities include fire sprinkler system upgrades are required including additional head locations and increased line size, new rooftop HVAC unit and associated structural supports and ductwork, new wall partitions and door openings, finishes, fixtures, and casework to enclose and equip new labs and prep rooms, interior improvements to classroom including soffit and track for full height sliding marker boards, conduit, wiring, and receptacles/ devices for reconfigured power/data systems including HDMI over CAT6 distribution to new display, full height fixed marker boards, new sink in classroom, in addition to patching a repairs to flooring, ceiling, paint, etc. where demolition activities or new construction damaged or interrupted finished surfaces.

Construction budget is approximately +/- \$330,565.

Middle School Academy Science Reconfigurations

Fremont Intermediate School

The construction consists of interior demolition and construction activities in ten existing classrooms, utility closets, and prep/storage rooms totaling +/- 11,700 sq. ft. of work area. Work includes interior demo to remove non-structural interior partitions, casework, devices, and other improvements within the work area. Construction activities include installation of new fire sprinkler system, including site work to bring water to site, new wall partitions and door openings, new interior storefront glazing/door systems, digital arts computer lab, finishes, fixtures, and casework to enclose and equip new labs and prep rooms, interior improvements to classroom including soffit and track for full height sliding marker boards, conduit, wiring, and receptacles/ devices for reconfigured power/data systems including HDMI over CAT6 distribution to new display, full height fixed marker boards, new sinks in all labs, in addition to patching a repairs to flooring, ceiling, paint, etc. where demolition activities or new construction damaged or interrupted finished surfaces.

Construction budget is approximately +/- \$1,034,565.

Haydock Intermediate School

The construction consists of interior demolition and construction activities in four existing labs/classrooms, work room/lounge, and prep/storage rooms totaling +/- 7,132 sq. ft. of work area. Work includes interior demo to remove non-structural interior partitions, fixed science demonstration tables, demo wall sections for new doors, a restroom, casework, devices, and other improvements within the work area. Construction activities include installation of new fire sprinkler system, including site work to bring water to site, new wall partitions and door openings, finishes, fixtures, and casework to enclose and equip new labs and prep rooms, piano lab, SDC classroom, corridor/breezeway, interior

Attachment "A"
MA #13-154, WAL #003

improvements to classroom/labs including soffit and track for full height sliding marker boards, conduit, wiring, and receptacles/ devices for reconfigured power/data systems including HDMI over CAT6 distribution to new display, full height fixed marker boards, in addition to patching a repairs to flooring, ceiling, paint, etc. where demolition activities or new construction damaged or interrupted finished surfaces.

Construction budget is approximately +/- \$426,183.

September 23, 2014

OXNARD SCHOOL DISTRICT

1051 South A Street

Oxnard, California 93030

Care of:

Tylor Middlestadt

Caldwell Flores Winters, Inc.

1901 S. Victoria Ave, Suite 106

Oxnard, California 93035

RE: PROPOSAL FOR PO INCREASE FOR AIR MONITORING & PROJECT MANAGEMENT SERVICES FOR THE OXNARD SCHOOL DISTRICT - OSD - PROJECT 1 - KINDERGARTEN & SCIENCE RECONFIGURATION PROJECTS.

ENCORP is pleased to submit the following proposal for the PO increase for the Project 1 - Kindergarten & Science Reconfiguration Projects to the **OXNARD SCHOOL DISTRICT** to provide environmental services - Monitoring for asbestos, lead abatement, and Miscellaneous Hazardous materials to include Monitoring of abatement for asbestos and lead, final air and wipe clearances. This proposal increase request includes services performed at Ritche ES and Haydock intermediate.

Air Monitoring and Project Management:

ENCORP will provide a California Certified Asbestos Consultant/Site Surveillance Technician and CDPH lead professional to perform the following:

- Task performed by a Certified Asbestos Consultant . Project Manager: Attend Contractors Pre-construction meeting as warranted prior to commencement of work. Attend Project meetings as necessary and requested by District personnel. Review Hazmat abatement submittals, notifications, and permits prior to abatement activities. ENCORP notes that no asbestos containing materials are identified in this scope of work as provided in the FCG Environmental Reports.
- Task performed by Project management and air monitoring, and testing. Air monitoring and inspection services before, during and immediately following removal of asbestos and lead containing materials.
- Air Clearance Monitoring/ Site Surveillance Technician: Sampling (PCM daily monitoring with PCM Clearances where applicable), read onsite PCM clearances were applicable, TEM sampling and analytical analysis within 24 hrs as applicable, and lead wipes clearances as warranted for area and air clearances in accordance to federal and state regulations.
- A Final Report will be submitted following the completion of the abatement/remediation procedures for each phase. Including close-out documentation, air sampling logs, abatement clearances, and project documentation.

FEE SCHEDULE:

Project Oversight Management/Air Monitoring & Inspection Services:

ADDITIONAL PO INCREASE REQUEST

Site Surveillance/Field Technician: Daily Rate (\$65.00 x 8 hr shift)	\$520.00
Anticipated field time for monitoring, air sampling, samples collections, clearances With PCM analysis onsite: Performed shifts . 6 Shifts (Ritchen ES and Haydock intermediate) Anticipate additional Shifts . 4 Shifts: Additional Shifts: (\$520.00 x 10 shifts).....	\$5,200.00
Project Management/Certified Asbestos Consultant hourly rate:	\$75.00
Pre-construction meetings, Meetings, Review, Close-out report: Anticipate Hours . hours: (\$75 x 18 hours).....	\$1,350.00
PCM Air Sample Analysis/PCM AHERA Clearances:.....	\$0.00
PCM Anticipated (included in monitoring fees).....	\$0.00
NO TEM Anticipated based on limited ACM impact	
Non-Viable Air samples: 8 X \$65.00	\$520.00
Non-Viable bulk samples: 6 x \$65.00.....	\$390.00
PLM Analysis per sample:.....	\$8.50
7 Samples Anticipated (7 analyses x \$8.50)	\$59.50

ADDITIONAL PROJECT ESTIMATED COST	\$7,519.50
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UNIT RATES

i. ASBESTOS/LEAD/HAZARDOUS MATERIALS SERVICES (HOURLY RATES)

The following is a schedule/table of hourly rates, description, a percentage fee for each construction project related service, and a fixed fee for inspections services with a detailed breakdown for itemized services listed and requested in the RFP.

Classification – Description of Services	Hourly Rates	Overtime/ Holiday Rates
Asbestos Building Inspector: (CAC/CSST)	\$65.00	\$90.00
Lead Based Paint Inspector: (CDPH Lead Inspector/Assessor/Sampling Tech)	\$65.00	\$90.00
Asbestos Monitoring: (CAC/CSST)	\$65.00	\$90.00
Lead Based Paint Monitor: (CDPH Lead Inspector/Assessor/Sampling Tech)	\$65.00	\$90.00
Industrial Hygienist, Mold Inspector, Hazardous Materials Technician ó Inspections, Monitoring	\$65.00	\$90.00
Project Manager (Report Drafts, meeting, specifications, Asbestos/Lead close out reports, project management ó CAC/CSST/CDPH Professional)	\$75.00	\$95.00
CIH/CAIH ó Expert Witness, Indoor Air Quality, Inspections, Remediation Plans, Mold surveys, Report Draft	\$95.00	\$125.00

ii. ASBESTOS/LEAD/MOLD SAMPLE ANALYSIS/UNIT FEES

Sample Analysis (fees per sample)	72-Hours	48-Hrs	24-Hrs	8-Hr Rush
Bulk Sample Analysis (PLM)	\$6.50	\$7.50	\$8.50	\$10.00
PCM Analysis Air Sample/Clearance/Onsite (Included in daily monitoring rate)	\$0.00	\$0.00	\$0.00	\$0.00
TEM AHERA Analysis Air Sample/EPA Level II	\$60.00	\$70.00	\$75.00	\$100.00
Paint Chip Analysis (SW-846-3050 B)	\$15.00	\$18.00	\$20.00	\$50.00
Lead Air Samples (NIOSH 7082)	\$15.00	\$18.00	\$20.00	\$50.00
Lead Dust Wipe/Area Clearance Wipe (SW-846-7420)	\$15.00	\$18.00	\$20.00	\$50.00
Lead Soil/Water/Waste Water Analysis	\$15.00	\$18.00	\$20.00	\$50.00
XRF Testing Equipment (Lead)	N/A	N/A	N/A	\$100.00/Day
T TLC (waste characterization)	\$25.00	\$30.00	\$35.00	\$60.00
STLC (waste characterization)	\$105.00	N/A	N/A	N/A
TCLP (waste characterization)	\$105.00	N/A	N/A	N/A
Microbiology ó Air-O-Cell, Spore trap	\$50.00	\$60.00	\$65.00	\$75.00
Microbiology ó Tape Lift, Swab, bulk	\$50.00	\$60.00	\$65.00	\$75.00

If you need any additional information, or have any questions regarding the above proposal, please contact me at (714) 523-9811. If the above terms are acceptable, please sign and date below. Thank you.

Respectfully,



Alexander E. Blankevoort
Operations Manager

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. Payment for Services is due within 30 days of receipt of invoice. Client agrees to pay all reasonable legal and court fees necessary to affect payment of this agreement.

ENCORP	OXNARD SCHOOL DISTRICT
William F. Bohning	
NAME (TYPE/PRINT)	NAME (TYPE/PRINT)
DATE	DATE
SIGNATURE	SIGNATURE

**OXNARD SCHOOL DISTRICT
AGREEMENT FOR CONSULTANT SERVICES
(MASTER AGREEMENT – HAZARDOUS MATERIALS SURVEY & TESTING)**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 13th day of November, 2013 by and between the **Oxnard School District** (“District”), with offices located at 1051 South A Street, Oxnard, CA 93030, and **ENCORP** (“Consultant”) with a business address at 16700 Valley View Avenue, Suite 100, La Mirada, CA 90638. District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

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

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

OPERATIVE PROVISIONS

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

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

received
10/31/13

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

5. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from November 13, 2013 through November 12, 2018 (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term. Such agreement for extension shall be based upon the showing of good and sufficient cause by Consultant that such extension(s) shall be granted. District shall not be obligated to compensate Consultant for any additional costs if such an extension has been granted to this Agreement. Any provision for additional compensation shall be accommodated via the WAL process as indicated in **Exhibit A**.
6. **Time for Performance.** The scope of the Services set forth in the WAL shall be completed during the Term pursuant to the schedule specified in the WAL. If Services indicated in the WAL cannot be completed within the schedule set forth in the WAL, or if the schedule exceeds the Term of this Agreement, it is the responsibility of Consultant to notify District at least ninety (90) days prior to the expiration of either, with a request for a time extension clearly identifying the cause(s) for the failure to complete the Services within the schedule and/or the Term. Should Consultant fail to provide such notice, and/or the Services not be completed pursuant to that schedule or within the Term, Consultant shall be deemed to be in Default as provided below. District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
7. **Additional Services.** Additional Services are services in addition to the Services set forth in the WAL that are provided by Consultant pursuant to a written request by District. Additional Services will require a written request or pre-authorization in writing by District following specific approval of such services by the District Board of Trustees. It is understood and agreed that Consultant shall not perform any Additional Services unless and until Consultant receives specific written approval for such Additional Services from the District Board of Trustees. Any modification of the compensation to be paid to Consultant as a result of Additional Services must be specifically approved in writing by the District Board of Trustees. In the event that the District Board of Trustees approves in writing a modification of the compensation, then Consultant shall be paid for such Additional Services pursuant to Section 8, below. However, it is understood and agreed that if the cause of the Additional Services is the sole or partial responsibility of Consultant, its agents, or any subconsultants or other parties under the charge of Consultant, no additional compensation shall be paid to Consultant. If such conditions exist so as to justify Additional Services as indicated above, which require additional compensation or time in order to be performed, it is the sole responsibility of Consultant to submit a request for Additional Services within ten (10) days of Consultant's discovery of such conditions which require Additional Services. It is understood and agreed that if Consultant performs any services that it claims are Additional Services without receiving prior written approval from the District Board of Trustees, Consultant shall not be paid for such claimed Additional Services.
8. **Compensation and Method of Payment.** This Agreement does not guarantee that District will issue a WAL to Consultant nor does this Agreement guarantee any compensation to Consultant. This Agreement does not create any obligation on the part of District to compensate Consultant absent a WAL indicating compensation due to Consultant once Services are performed. Specific compensation and payment amounts, including approved reimbursable expenses, shall be set forth in the WAL. However, it is understood and agreed that the compensation to be paid to Consultant shall not be in excess of or exceed the rates set forth in **Exhibit B** "Compensation".

a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month for Services performed pursuant to a WAL. The invoice shall clearly indicate the assigned project, the approved WAL, and shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement and the WAL. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.

b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.

c. Payment to Consultant for work performed pursuant to this Agreement and a WAL shall not be deemed to waive any defects in work performed by Consultant.

9. Responsibilities of Consultant:

a. Consultant shall perform all Services as indicated in this Agreement and the WAL to the satisfaction of District.

b. The specific Services of Consultant to be performed shall be indicated in the WAL.

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

d. Consultant shall follow accepted industry standards and practices and comply with all federal, state, and local laws and ordinances applicable to the Services required by this Agreement and the WAL.

10. Responsibilities of District.

a. District will prepare and furnish to Consultant upon Consultant's request, such information as is reasonably necessary to the performance of the Services required under this Agreement and the WAL. Consultant understands that all information provided to Consultant remains the property of District and shall only be removed from District's possession/premises and/or be photocopied, reproduced, distributed, or otherwise made available to others if such activities are expressly approved in writing by District and/or the Program Manager. Failure to comply with the above requirements shall be reasonable cause for termination of this Agreement, and may subject Consultant to liability for damages to District.

b. If needed by Consultant, District shall provide information as to the requirements and educational program for each project assigned by a WAL, including approved budget and schedule limitations.

c. District shall facilitate and coordinate cooperation amongst and between District consultants, including but not limited to architects, construction managers, surveyors, geotechnical engineers, inspectors, testing laboratories, hazardous materials specialists, CEQA/DTSC compliance specialists, technology experts, and any other professional consultants District deems necessary to execute the Facilities Implementation Program. Such coordination shall include the distribution of documentation prepared by individual consultants which may be of service to Consultant in the course of completing the Services.

d. District shall facilitate and coordinate cooperation amongst and between District staff and Consultant, as required to complete the Services.

e. District shall provide for the timely approval and execution of the WALs, Additional Services requests, invoices, and any other documentation that requires District action in order for Consultant to complete the Services.

11. **Suspension.** District may, for any reason or no reason, in District's sole discretion, suspend all or a portion of this Agreement, the WAL, or the Services by giving ten (10) calendar days written notice of suspension to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress. If District suspends the Services for a period of ninety (90) consecutive calendar days or more and, in addition, if such suspension is not caused by Consultant or the acts or omissions of Consultant, then if the Services are resumed, Consultant's compensation shall be subject to adjustment to provide for actual direct costs and expenses incurred by Consultant as a direct result of the suspension and resumption by District of the Services.

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

a. District may terminate all or a portion of this Agreement, the WAL, or the Services without cause at any time by giving ten (10) calendar days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or

b. District may terminate all or a portion of this Agreement, the WAL, or the Services for cause in the event of a Default by giving written notice pursuant to Section 15, below; or

c. Consultant may terminate this Agreement or the WAL at any time upon thirty (30) calendar days written notice if District fails to make any undisputed payment to Consultant when due and such failure remains uncured for forty-five (45) calendar days after written notice to District.

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

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

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

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

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

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

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


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

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

21. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement and the WAL shall be considered confidential ("confidential information"). Consultant shall not release or disclose any such confidential information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of District and/or Program Manager, except as may be required by law. Confidential information does not include information that: (i) Consultant had in its possession prior to considering entering into this Agreement; (ii) becomes public knowledge through no fault of Consultant; (iii) Consultant lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; or (iv) is independently developed by Consultant without benefit of the information provided by District. In connection with confidential information:
- a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the WAL or the Services performed hereunder or the WAL.
 - b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.
22. **Conflict of Interest; Disclosure of Interest.** Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Consultant's performance of the Services under this Agreement or the WAL. Consultant further covenants that in the performance of this Agreement and the WAL, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of District. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement and the WAL.
- a. Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E, as hereinafter amended or renumbered, require that a consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant (i) represents that it has received and reviewed a copy of the Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E and that it does does not qualify as a "designated employee"; and (ii) agrees to notify District, in writing, if Consultant believes that it is a "designate employee" and should be filing financial interest disclosures, but has not been previously required to do so by District.
- MS (Initials)
23. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any

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

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

 (Initials)

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


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

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

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

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

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

 (Initials)

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

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Lisa Cline
Assistant Superintendent, Business & Fiscal Services
Re: [Insert Project Name]

With electronic copy to: Caldwell Flores Winters, Inc.
Oxnard School District Program Manager
6425 Christie Ave., Suite 270
Emeryville, California 94608
Attention: Yuri Calderon
T: 510-596-8170
Email: ycalderon@cfwinc.com

To Consultant: ENCORP
16700 Valley View Ave., Suite 100
La Mirada, CA 90638
Attention: Bill Bohning
T: (714) 523-9811
Email: bbohning@encorp.net

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


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

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

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

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

OXNARD SCHOOL DISTRICT:


Signature

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

11-20-13
Date

Tax Identification Number: 95-6002318

ENCORP:


Signature

William F Bohning Vice President
Typed Name/Title

October 29, 2013
Date

Tax Identification Number: 95-4741876

- Not Project Related
 Project #13-136


EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #13-136

WORK AUTHORIZATION PROCEDURES

1. Assignment of Work Authorization

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

- Not Project Related
 Project #13-136

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

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EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #13-136

COMPENSATION & RATE/FEE SCHEDULE

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

Classification – Description of Services	Hourly Rates
Asbestos Building Inspector: (CAC/CSST)	\$65.00
Lead Based Paint Inspector: (CDPH Lead Inspector/Assessor/Sampling Tech)	\$65.00
Asbestos Monitoring: (CAC/CSST)	\$65.00
Lead Based Paint Monitor: (CDPH Lead Inspector/Assessor/Sampling Tech)	\$65.00
Industrial Hygienist, Mold Inspector, Hazardous Materials Technician – Inspections, Monitoring	\$65.00
Project Manager (Report Drafts, meeting, specifications, Asbestos/Lead close out reports, project management – CAC/CSST/CDPH Professional)	\$75.00
CIH/CAIH – Expert Witness, Indoor Air Quality, Inspections, Remediation Plans, Mold surveys, Report Draft	\$95.00

ASBESTOS/LEAD/MOLD SAMPLE ANALYSIS

Sample Analysis (fees per sample)	72-Hours	48-Hrs	24-Hrs	8-Hr Rush
Bulk Sample Analysis (PLM)	\$6.50	\$7.50	\$8.50	\$10.00
PCM Analysis Air Sample/Clearance/Onsite (Included in daily monitoring rate)	\$0.00	\$0.00	\$0.00	\$0.00
TEM AHERA Analysis Air Sample/EPA Level II	\$60.00	\$70.00	\$75.00	\$100.00
Paint Chip Analysis (SW-846-3050 B)	\$15.00	\$18.00	\$20.00	\$50.00
Lead Air Samples (NIOSH 7082)	\$15.00	\$18.00	\$20.00	\$50.00
Lead Dust Wipe/Area Clearance Wipe (SW-846-7420)	\$15.00	\$18.00	\$20.00	\$50.00
Lead Soil/Water/Waste Water Analysis	\$15.00	\$18.00	\$20.00	\$50.00
XRF Testing Equipment (Lead)	N/A	N/A	N/A	\$100.00/Day
TILC (waste characterization)	\$25.00	\$30.00	\$35.00	\$60.00
STLC (waste characterization)	\$105.00	N/A	N/A	N/A
TCLP (waste characterization)	\$105.00	N/A	N/A	N/A
Microbiology – Air-O-Cell, Spore trap	\$50.00	\$60.00	\$65.00	\$75.00
Microbiology – Tape Lift, Swab, bulk	\$50.00	\$60.00	\$65.00	\$75.00

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

III. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. Consultant may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by Consultant beyond the typical obligations under this Agreement and the WAL, but only to the extent that such expenses are directly related to Services satisfactorily completed, are

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approved by District in writing and do not cause the amounts paid to Consultant to exceed the amounts allowed under this Agreement and the WAL. No mark-up of any expense is permitted. The following is the EXCLUSIVE list of reimbursable expenses:

- A. **Travel and Mileage.** Consultant must request the travel in writing and justify why the travel should be reimbursed. Travel expenses must be approved in writing by District, in its sole discretion. Trips from any Consultant's office to District's office or to the subject project site will not be approved for reimbursement.
- B. **Reimbursable Reprographic Services.** Print sets or copies requested in writing by District beyond the quantities required under the WAL.
- C. **Fees for Subcontractors.** Fees for subcontractors hired and paid by Consultant at the written request of District and are permitted in the Agreement and the WAL.
- D. **Fees advanced for securing approval of public agencies having jurisdiction over any project hereunder.**

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

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

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

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

VI. **Compensation Upon Termination.** In the event that District suspends or terminates this Agreement, the WAL or any of the Services pursuant to Section 11 or Section 12a of the Agreement, District will pay Consultant as provided herein and the WAL for all Services and authorized Additional Work actually

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

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EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #13-136

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #13-136

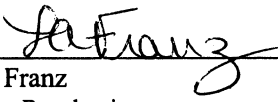
CONFLICT OF INTEREST CHECK

Bylaws of the Board 2030(C)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with District's Conflict of Interest Code (commencing with Bylaws of the Board 2030 BB).

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

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

Date: 11-20-13

By: 
Lisa A. Franz
Director, Purchasing

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**EXHIBIT “E”
TO AGREEMENT FOR CONSULTANT SERVICES #13-136**

**BACKGROUND CHECK AND FINGERPRINTING PROCEDURES
FOR CONTRACTORS**

The successful Bidder will be required to assure that its employees, subcontractors of any tier, material suppliers, and consultants do not have direct contact with the District’s students during the performance of the Contract in compliance with Education Code §§ 45125.1 and 45125.2. To assure these provisions, the successful Bidder’s supervisor shall be fingerprinted, and proof of same shall be provided to the District prior to start of on-site work. The supervisor will monitor the workers’ conduct while on school grounds. In addition, the successful Bidder shall barricade the Work area to separate its workers from the students. Costs associated with this process are the responsibility of the successful Bidder.

The Contractors’ construction supervisors or their unsupervised employees who will be working outside of fenced areas during the school hours **must** have submitted a fingerprint identification card to the Department of Justice (DOJ) and have a proof of clearance in the form of an affidavit filed in the Oxnard School District’s Purchasing Office **prior to** the start of the Work.

California Education Code §§45125.1 and 45125.2 require that criminal checks be completed for contractors (Contracting Firm) who provide architectural, construction, janitorial, administrative, landscape, transportation, food-related, or other similar services to school districts.

The undersigned does hereby certify to the Board of Trustees of the Oxnard School District as follows:

That I am a representative of the Contractor currently under contract (“Contract”) with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken the following actions with respect to the construction Project that is the subject of the Contract:

1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor’s employees and District pupils at all times (mandatory for all Projects); AND
2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor’s employees and all of its subcontractors’ employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor’s employees and of all its subcontractors’ employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

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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: William F Bohning

Title: Vice President

AND/OR

4. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of 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: 10/29/2013

Proper Name of Contractor: Environmental Network Corporation DBA ENCORP

Signature: 

By: William F Bohning

Its: Vice President

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**EXHIBIT “F”
TO AGREEMENT FOR CONSULTANT SERVICES #13-136**

SCOPE OF SERVICES – Lead, Asbestos, & Hazardous Materials Survey & Testing

The Lead, Asbestos, & Hazardous Materials Survey & Testing Lab’s Scope of Work includes, but is not limited to, the following:

Consultant shall ensure that the project sites and existing improvements are free from hazardous materials, and/or to verify the presence of hazardous materials and develop a work plan to remove, contain, or otherwise mitigate the effects of hazardous materials to the school site. All work by this consultant must be performed in accordance with Division of State Architect (DSA), California Department of Education (CDE), California Department of Toxic Substances Control (DTSC), California Environmental Quality Act (CEQA), California Occupational Safety and Health Administration (Cal-OSHA), and all other agencies having jurisdiction.

1. Pre-Construction Services:

a. Asbestos-Related Consulting Services

- i. Provide State of California, Division of Occupational Safety and Health Association (OSHA), Certified Asbestos Consultant(s) (CAC) or Certified Site Surveillance Technician(s) (CSST), for asbestos-related services.
- ii. Review sites and scope of work and/or specification and plans for proposed construction activities to determine the type of work that will occur on the project. Also, CONSULTANT shall review building records, including architectural and structural plans as provided by the DISTRICT to obtain information regarding building elements and for reference to asbestos used in construction, renovation and/or repair.
- iii. Meet with District Project Manager and where applicable, other consultants, to perform on-site inspections of the locations involved in the project to determine where asbestos containing materials may be present, or are in close proximity to the work and could be impacted, as a result of the project.
- iv. Review of previous asbestos documents provided by the DISTRICT to determine sampling strategy. Sampling to be conducted in accordance with EPA/AHERA established sampling protocols and asbestos analysis shall be performed by an NVLAP Accredited Laboratory.
- v. Inspections shall include accessing and possibly creating destructive entry into walls and enclosed spaces. CONSULTANT shall collect representative bulk samples of suspect materials not identified as positive or negative for asbestos content. Materials assumed to contain asbestos, such as transite pipes and flues, gaskets, etc. will not be sampled or analyzed.
- vi. Take digital photographs of special site conditions, anomalies, and for describing conditions more clearly.
- vii. Review existing Asbestos Management Plan, Survey Reports and supplemental bulk sample and analysis reports and reports prepared by consultants on prior projects.

b. Lead Based Paint (LBP) and other Lead-Related Consulting Services

- i. Provide staff with State of California, Department of Health Services Lead Certification to perform lead-related services.

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- ii. Review sites and scope of work and/or specification and plans for proposed construction activities to determine the type of work that will occur on the project.
- iii. Meet with District Project Manager and where applicable, other consultants, to perform on-site inspections of the locations involved in the project to determine where lead-based paint may be present, or are in close proximity to the work and could be impacted, as a result of the project.
- iv. Areas of deteriorated paint or other lead-containing materials may need to be identified so that loose and flaky paint, or other potential lead-containing materials, can be removed or otherwise properly handled prior to and/or during demolition and construction.
- v. Lead-based paint testing will be performed using a portable X-ray fluorescence (XRF) analyzer.

c. Hazardous Materials Consulting Services

- i. Prior to demolition or abatement, a survey of potential hazardous materials (in addition to asbestos and lead based paint (LBP) must be inventoried. CONSULTANT shall perform a visual evaluation of potential hazardous chemicals and/or ballasts to determine the need for additional mitigation efforts required for safe demolition. CONSULTANT is to visit the project site and determine what materials require sampling. CONSULTANT is to take bulk samples of all materials that are suspected to be hazardous including all unmarked containers containing unknown substances. Samples are analyzed for PCBs according to EPA Method 8082 by an accredited laboratory using proper chain-of custody procedures to collect and transport samples.
- ii. The following items require sampling:
 - Polychlorinated Biphenyl (PCB) Ballasts including capacitors
 - Mercury thermostats and light switches and fluorescent light tubes
 - Cooling units, Freon heating, refrigerators, air conditioners and drinking water fountains
 - Hydrocarbon-containing equipment (door closers)
 - Lead (lead-acid batteries)
 - Other suspect items including but not limited to paint, coatings, window film, ceramic tile, ceiling tile, resilient flooring tile, adhesives/mastics, and any other potentially hazardous or suspect materials or items.

d. Evaluation of Soil Conditions

- i. Assessing site structures for the potential presence of hazardous materials will occur concurrently with evaluating soils for the same. This requirement may be due to the Site's history and the analytes that may occur in the soils of such properties. The analytes include lead leached from LBP, organochlorine pesticides (OCP) used for termite control, PCBs from pole-mounted transformers, pesticides, fertilizers, heavy metals, hydrocarbons, and all other hazardous materials identified by DTSC as a potential threat to the health and well being of students.
- ii. To assess the potential presence of these analytes at the Site and to characterize them, if present, the CONSULTANT may be required to prepare a workplan. The proposed work for evaluation of the presence of residual lead in soil from LBP or other lead affected materials shall be conducted in a manner consistent with the California Environmental Protection Agency (Cal EPA) and Department of Toxic Substances Control (DTSC) regulations.
- iii. Soils samples may be collected within the buildings' drip lines and exterior areas with known, or the potential for, LBP. CONSULTANT shall collect samples from ground surface to approximately 0.5 feet below ground surface (bgs). Based on analytical results, additional soil samples may be collected from other lateral "step-out" positions to define the extent of soils with

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lead exceeding current allowable regulatory limits. The exact number of samples collected at each building will be determined by accessibility.

- iv. After sample collection, the CONSULTANT will close each borehole and decontaminate drilling and sampling equipment. To close the borehole, the CONSULTANT shall backfill it with unused sample material and/or hydrated bentonite chips to grade and finish the borehole with material that is compatible with the surrounding surface.

2. **Construction Phase:**

- a. During the course of construction, monitor abatement work to ensure compliance with the contract requirements and completion of the work by the abatement contractor. During construction, perform the following tasks:
 - i. Attend all necessary construction meetings during the course of abatement work
 - ii. Review abatement contractor submittals
 - iii. Provide on-site inspections with daily reports and photos of abatement work. Maintain on-site records and perform monitoring during all abatement work. Perimeter monitoring for fugitive lead and asbestos at or near the entrances and or openings to the containment zone are an essential part of assuring that the containment is operating properly. This perimeter monitoring shall be performed by the CONSULTANT.
 - iv. Monitor abatement contractor's compliance with the plans, specifications and any regulations including but not limited to certification of abatement workers, ensuring proper containments, and confirmation of the removal of all asbestos, lead and hazardous materials.
 - v. Assist the District with problem resolutions associated with abatement work and keep District informed of abatement contractor's performance.
 - vi. Surveys of existing buildings and sample collection, and utilization and compliance with OSHA, AHERA and ASHARA and EPA approved methods.
 - vii. Complete written reports on all activities performed.
 - viii. Consultation on remedial action and contractor selection.
 - ix. Develop, implement and monitor a network of real-time ambient air monitoring stations to screen for potential particulate matter released from construction activities on the Project Site.
 - x. Collect and analyze a subset of daily air monitoring samples for contaminants of potential concern via Transmission electron Microscopy (TEM), Scanning Electron Microscopy (SEM), or other appropriate methodology.
 - xi. An on-site technical staff position may be required to interpret, consult and advise on air monitoring results.
 - xii. Upon completion of the contracted abatement, the CONSULTANT shall inspect the entire surface from which asbestos-containing materials have been abated as well as the entire containment setup, plastic, and/or polyethylene used in the containment setup, the decontamination setup and any other item, equipment or material within the isolated/regulated area.

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xiii. The CONSULTANT shall verify that all surfaces are free of visible debris before approving the area.

3. Close-out Phase:

- a. Verify the Uniform Hazardous Waste Manifest, when required, has been submitted and reviewed by Office of Environmental Health and Safety (OEHS) for completeness a minimum of 48-hours prior to the date the waste is to be removed from the site. Consultant shall provide waste specific information for inclusion on the manifest. No hazardous waste may be transported away from a District site without a manifest. Submit all original paper work required to be maintained by the contract documents, this agreement, and by law to the District.
- b. Upon completion of the abatement work, prepare a Closeout Abatement Report that documents all the activities performed, including copies of all sampling forms with results, daily reports, progress photos, correspondence and any regulatory compliance forms.

4. Reports

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

- a. Assessment Reports, Abatement Plan, & Final Close-Out Report
 - i. Prepare an Assessment Report for each project and in the case of projects involving site acquisition, subsections by each property parcel including a description of the site conditions, details of the site inspection/investigations, site drawings indicated sampling locations, site photographs and laboratory results with a summary of all identified asbestos, lead or hazardous materials and soil conditions.
 - ii. Prepare recommendations and an abatement plan with an estimate of costs for abatement of the materials that will impact the project/parcels. The abatement plan shall include an Abatement Scope of Work and Abatement Technical Specifications to be included in the Project Bid Documents. The specifications will stipulate industry standard methods for abatement activities; ACBM, LBP, and HMA abatement methods; removal and disposal methods, regulations, and standards to be followed. Drawings will be included to depict the location and design of containment systems, access to abatement areas, routes for waste removal, locations of waste containers, and other details important to abatement activities. Under otherwise desired by DISTRICT, the specifications will allow for one 8-hour work shift per day of abatement. The Bid Documents will require that bids include a schedule consistent with the DISTRICT'S needs; a work plan based on specifications; a list of recently completed projects; records of any EPA or OSHA citations; and documentation of insurance, licensing, training, medical surveillance and respirator fit-testing.
 - iii. Preparation of a final report describing and quantifying identified friable and non-friable ACMs associated with the property.
 - iv. Upon completion of the abatement work, prepare a Closeout Abatement Report that documents all the activities performed, including copies of all sampling forms with results, daily reports, progress photos, correspondence and any regulatory compliance forms.

5. Time

Phase 1 initial survey & sampling report shall be provided to the District within 30 days of receipt of Notice to Proceed (NTP). Phase 2 work detailing all required remediation, abatement, and containment activities to be performed shall be provided within 45 days of receipt of NTP. Phase 3 monitoring &

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observation reports shall be provided on a weekly basis while work is underway to summarize activities completed that week, and look ahead for upcoming activities over the next two weeks. Final Close-out Abatement Report shall be provided within 30 days of completion of all remediation, abatement, and containment activities.

6. Accuracy Standards

Precision of all required reports and recommendations shall be in accordance with the professional standard of care to be expected of professional hazardous materials consultants licensed to practice in the State of California.

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EXHIBIT "G"
TO AGREEMENT FOR CONSULTANT SERVICES #13-136

INVOICE APPROVAL LETTER & BILLING COVER SHEET

DATE:

Project No. ___: **[INSERT PROJECT NAME]**

Consultant: ENCORP

ENCORP has submitted Invoice No. _____ for review by the District's Program Manager, Caldwell Flores Winters, Inc. ("CFW"), and Assistant Superintendent of Business Services, Lisa Cline.

By signing below, a representative of ENCORP, hereby certifies that the invoice submitted is a true and accurate reflection of the work performed to date, is an accurate representation of the percent work completed for the phase identified in the invoice, and that the invoice submitted does not include any charges for services that have been previously paid, or rejected by the District and/or CFW.

ENCORP

Date

The invoice has been reviewed by the following and is recommended for payment:

Caldwell Flores Winters, Inc.

Date

Oxnard School District
Lisa Cline, Assistant Superintendent,
Business and Fiscal Services

Date

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Consultant/Vendor Billing Instructions

Invoice Cover Sheet Set-Up.

- 1 See "billing tab" below for spreadsheet, these are the instructions
 - 2 Enter Project Site name, DSA project number, Project Type, Invoice #, Date, Your Company Name, fax, phone, etc....
 - 3 Enter PO # (Purchase Order #) provided to you when contract issued.
 - 4 Feel free to include your company logo if you wish
 - 5 Enter approved contract agreements, amendments, re-imburseables, 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 re-imburseables 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 (tmiddlestadt@cfwinc.com), or mail to the CFW Oxnard office at 1901 Victoria Ave, Suite 106 Oxnard, CA 93035. Please allow +-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 & 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.



CERTIFICATE OF LIABILITY INSURANCE

OP ID: MB

DATE (MM/DD/YYYY)

10/29/2013

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

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

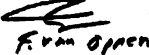
PRODUCER Van Oppen & Co. 2, Inc. P.O. Box 793 Teton Village, WY 83025 Rick van Oppen	CONTACT NAME: Mike Brin
	PHONE (A/C, No, Ext): 800-746-0048 FAX (A/C, No): 307-733-7439
	E-MAIL ADDRESS: service@vanoppenco2.com
	PRODUCER CUSTOMER ID #: ENCOR-1
	INSURER(S) AFFORDING COVERAGE
INSURED Environmental Network Corp. DBA: Encorp 16700 Valley View Dr., Ste 100 La Mirada, CA 90638	INSURER A: Starr Indemnity & Liability NAIC # 38318
	INSURER B: Hartford Fire Insurance Co. NAIC # 19682
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X X	SISIEIL70129013	04/21/2013	04/21/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> CPL (Pollution)					PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC
B	AUTOMOBILE LIABILITY		57UENH2188	08/20/2013	08/20/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					\$
<input checked="" type="checkbox"/> NON-OWNED AUTOS					\$	
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		SISIXN71061913	04/21/2013	04/21/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DEDUCTIBLE					Excess of \$ GL/CPL/E&O
	<input type="checkbox"/> RETENTION \$					\$ AL/EL
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		SISIEIL70129013	04/21/2013	04/21/2014	WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab "Claims Made"		SISIEIL70129013	04/21/2013	04/21/2014	Ea Claim 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Oxnard Unified School District is named as Additional Insured for General Liability as required by written contract. Coverage shall be primary/non-contributory and a Waiver of Subrogation applies. 10 days notice of cancellation for non-payment and 30 days notice/other.

CERTIFICATE HOLDER OXNUNIF Oxnard Unified School District 151 South A Street Oxnard, CA 93030	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  <i>R. van Oppen</i>

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Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Primary and Non-contributory, Additional Insured and Waiver of Subrogation

Policy Number: SISIEIL70129013

Effective Date: 4/21/2013 at 12:01 A.M.

Named Insured: Environmental Network Corporation

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

Commercial General Liability Coverage Form
Owners and Contractors Protective Liability Coverage form
Products/Completed Operations Liability Coverage Form
Contractors Pollution Liability Coverage Form
Professional Liability Coverage Form
Site Pollution Liability Coverage Form

SCHEDULE

All as required by written, signed or executed contract.

- A. **SECTION II - WHO IS AN INSURED** is amended to include as an insured the person or organization shown in the schedule of this endorsement, but only with respect to liability arising out of "your work" for that insured by or for you.
- B. As respects additional insureds as defined above, this insurance also applies to "bodily injury" or "property damage" arising out of your negligence when the following written contract requirements are applicable:
1. Coverage available under this coverage part shall apply as primary insurance. Any other insurance available to these additional insured's shall apply as excess and not contribute as primary to the insurance afforded by this endorsement.
 2. We waive any right of recovery we may have against these additional insured's because of payments we make for injury or damage arising out of "your work" done under a written contract with the additional insured.
 3. The term insured is used separately and not collectively, but the inclusion of more than one insured shall not increase the limits or coverage provided by this insurance.

Insureds and Agents are advised that certificates of insurance should be used only to provide evidence of insurance in lieu of an actual copy of the applicable insurance policy. Certificates should not be used to amend, expand or otherwise alter the terms of the actual policy.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Signed for STARR INDEMNITY & LIABILITY COMPANY



Charles H. Dangelo, President



Nehemiah E. Ginsburg, General Counsel

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
As required by a written contract	As required by a written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 10-29-2013

GROUP:
POLICY NUMBER: **1881157-2013**
CERTIFICATE ID: **108**
CERTIFICATE EXPIRES: **10-01-2014**
10-01-2013/10-01-2014

**OXNARD SCHOOL DISTRICT
1051 S A ST
OXNARD CA 93030-7442**

SC

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon **30** days advance written notice to the employer.

We will also give you **30** days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE 2013-10-29 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. NAME OF ADDITIONAL INSURED: OXNARD SCHOOL DISTRICT

ENDORSEMENT #1600 - BOHNING, DESIREE C PRESIDENT TREASURER - EXCLUDED.

ENDORSEMENT #1600 - BOHNING, WILLIAM F VICE PRESIDENT SECRETARY - EXCLUDED.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 10-01-2008 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

**ENVIRONMENTAL NETWORK CORP
16700 VALLEY VIEW AVE STE 100
LA MIRADA CA 90638**

SC

[P1J,SC]

PRINTED : 10-29-2013

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 10/15/14

CLOSED SESSION	_____
SECTION B: HEARINGS	_____
SECTION C: CONSENT	<u> X </u>
SECTION D: ACTION	_____
SECTION E: REPORTS/DISCUSSION	_____
SECTION F: BOARD POLICIES	_____

APPOINTMENT OF REPRESENTATIVES TO FILL VACANCIES - MEASURE R BOND OVERSIGHT COMMITTEE (Cline)

The Measure R Bond Oversight Committee (BOC) currently has a vacancy for a Community at Large representative and a senior citizens' representative. Mrs. Jeanette Padilla has expressed a willingness to serve as the senior citizens' representative on the BOC. The administration recommends Mrs. Padilla's appointment to the Committee, and her name is submitted herewith for the Board's consideration.

This item will be brought back to the Board for filling the Community at Large representative vacancy as soon as a potential representative is identified.

FISCAL IMPACT

None.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services that the Board of Trustees make a determination regarding the appointment of Mrs. Jeanette Padilla as the senior citizens' representative on the Measure R Bond Oversight Committee.

ADDITIONAL MATERIAL

Attached: Oxnard School District Bond Oversight Committee Membership List
 (1 page)

**OXNARD SCHOOL DISTRICT
MEASURE “R” CITIZENS’ BOND OVERSIGHT COMMITTEE
MEMBERSHIP & TERMS
October 2014**

<i>Name</i>	<i>Representation</i>	<i>Position</i>	<i>End of Term</i>
Lindholm, Nancy	Business Organization	President/CEO, Oxnard Chamber of Commerce	November 2014
Padilla, Jeanette	Senior Citizens’ Organization	AARP	October 2016
McLaughlin, Charles	Taxpayers’ Association	President, Aspen Helicopters	November 2014
Torres, Teresa	Parent/Guardian	Parent, Soria School	November 2015
Vargas, Jessica	Parent/ Guardian PTA	Parent, Elm School; PTA President	November 2015
Hill Scott, Karen (<i>Committee Chair</i>)	Community At-Large	Parent, McAuliffe School; Owner, Hill Scott Homes	November 2014
VACANT	Community At- Large		



BOARD AGENDA ITEM

Name of Contributor(s): **DR. JESUS VACA**

Date of Meeting: **October 15, 2014**

- Study Session** _____
- Closed Session** _____
- A. Preliminary** _____
- B. Hearing** _____
- C. Consent Agenda** **X**
- D. Action Items** _____
- E. Reports/Discussion Items (no action)** _____
- F. Board Policies** 1st Reading _____ 2nd Reading _____

Approval of the 2014-15 Quarterly Report on Williams Uniform Complaints (Vaca)

DESCRIPTION OF AGENDA ITEM:

The Williams Settlement (AB 2727) requires a quarterly report to the Governing Board regarding the amount and type of complaints made to the school district in the following areas: Textbooks and Instructional Materials, Teacher Vacancy or Misassignment, and Facility Conditions.

As indicated on the attached Quarterly Report on Williams Uniform Complaints to the Ventura County Office of Education, during the first quarter, no complaints were received.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the Quarterly Report on Williams Uniform Complaints, first quarter, as presented.

ADDITIONAL MATERIAL(S):

Quarterly Report on Williams Uniform Complaints, First Quarter

Quarterly Report on Williams Uniform Complaints

[Education Code § 35186]

Fiscal Year 2014-15

District: **Oxnard School District**

Person completing this form: **Dr. Jesus Vaca** Title: **Assistant Superintendent, HR**

Quarterly Report Submission Date: **October 2014 (7/1/14 to 9/30/14)**

Date for information to be reported publicly at governing board meeting: **October 15, 2014**

Please check box that applies:

- No complaints were filed with any school in the district during the quarter indicated above.
- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0	0	0
Teacher Vacancy or Misassignment	0	0	0
Facilities Conditions	0	0	0
TOTALS	0	0	0

Dr. Cesar Morales

Print Name of District Superintendent

Signature of District Superintendent

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 10/15/14

STUDY SESSION	_____
CLOSED SESSION	_____
SECTION B: HEARINGS	_____
SECTION C: CONSENT	<u> X </u>
SECTION D: ACTION	_____
SECTION E: REPORTS/DISCUSSION	_____
SECTION F: BOARD POLICIES	_____

REPORT ON 2006 BOND CONSTRUCTION BUDGET (Cline)

Attached for the Board’s information are our current Bond budgets as of Friday, October 3, 2014.

FISCAL IMPACT

None.

RECOMMENDATION

None – information only.

ADDITIONAL MATERIAL

Attached: Sources and Budgets Report (2 pages)

Sources and Budgets Report



This reports lists projected funding sources and expenditure budgets for multiple projects

Code	Category - Item	Brekke Project 1 Kindergarten Improvements	Chavez Project 1 Science Labs	Curren Project 1 Science Labs	Driffill Proj 2 Driffill Kindergarten	Driffill Elementary School New Construction- P2P	Elm Project 5 New Elm School	Fremont Project 1 Science Labs	Harrington Project 4 Harrington New School	Haydock Project 1 Science Labs	Kamala Project 1 Science Labs
Funding Sources											
Local	Local	282,568	293,319	293,319	2,411,380	26,106,271	20,170,543	1,843,007	22,822,171	1,047,651	293,319
212	G.O.Bond Proceeds	282,568	293,319	293,319	2,411,380	26,078,627	20,170,543	1,843,007	22,822,171	1,047,651	293,319
251	School Development Fees	0	0	0	0	27,644	0	0	0	0	0
TOTAL FUNDING		282,568	293,319	293,319	2,411,380	26,106,271	20,170,543	1,843,007	22,822,171	1,047,651	293,319
Expenditures											
A	Site Costs	762	789	789	2,900	401,042	92,339	5,042	104,393	2,734	789
6140	Surveying Costs	0	0	0	2,900	150,919	21,309	0	24,091	0	0
6150	Site Support Costs	0	0	0	0	29,313	0	0	0	0	0
6171	Environmental Studies	0	0	0	0	33,209	0	0	0	0	0
6160	Other Costs - Site	762	789	789	0	187,601	71,030	5,042	80,302	2,734	789
B	Planning Costs	41,324	44,039	44,039	147,400	2,483,187	2,337,572	310,531	2,476,311	229,518	44,039
6210	Architect / Engineering Fees	25,525	26,525	26,525	125,900	1,774,489	1,065,449	208,990	1,147,537	174,360	26,525
6220	DSA Fees	2,250	3,450	3,450	13,000	408,870	142,060	13,150	160,605	4,950	3,450
6230	CDE Fees	127	131	131	0	34,312	9,944	848	11,242	445	131
6240	Preliminary Tests	0	0	0	8,500	21,540	21,309	0	24,091	0	0
6250	Other Costs - Planning	13,422	13,933	13,933	0	243,976	1,098,810	87,543	1,132,836	49,763	13,933
C	Construction Costs	197,735	204,866	204,866	1,765,350	20,140,208	14,497,210	1,243,147	16,461,967	660,345	204,866
6270	Main Construction Contractor	181,012	187,484	187,484	1,659,429	17,061,000	14,205,987	1,211,583	16,060,456	636,072	187,484
6271	Environmental Clean-up	644	1,288	1,288	0	0	42,618	12,910	120,453	7,058	1,288
6272	Construction Management Fees	15,625	15,625	15,625	105,921	886,740	177,575	15,625	200,756	15,625	15,625
6273	Demolition	0	0	0	0	408,406	0	0	0	0	0
6274	Other Costs - Construction	0	0	0	0	583,180	0	0	0	0	0
6276	Interim Housing	0	0	0	0	1,118,494	0	0	0	0	0
6278	Labor Compliance Program	454	469	469	0	82,388	71,030	3,029	80,302	1,590	469
D	Construction Testing Costs	763	0	0	20,000	362,009	234,399	7,925	264,998	2,218	0
6280	Construction Tests	763	0	0	20,000	362,009	234,399	7,925	264,998	2,218	0
E	Construction Inspection Costs	9,051	9,374	9,374	190,000	355,750	745,817	60,579	843,174	31,804	9,374
6290	Construction Inspection	9,051	9,374	9,374	190,000	355,750	745,817	60,579	843,174	31,804	9,374
F	Furniture & Equipment Costs	5,865	6,174	6,174	130,000	953,109	568,239	39,655	642,418	20,809	6,174
4300	Supplies <\$500	0	0	0	0	18,316	568,239	0	642,418	0	0
4400	Equipment \$500-\$5000	0	0	0	130,000	934,793	0	0	0	0	0
6400	Capitalized Equipment >\$5000	5,865	6,174	6,174	0	0	0	39,655	0	20,809	6,174
G	Project Contingency	27,068	28,077	28,077	155,730	1,410,966	1,694,967	176,128	2,028,910	100,223	28,077
6999	Project Contingency	27,068	28,077	28,077	155,730	1,410,966	1,694,967	176,128	2,028,910	100,223	28,077
TOTAL EXPENDITURES		282,568	293,319	293,319	2,411,380	26,106,271	20,170,543	1,843,007	22,822,171	1,047,651	293,319
BALANCE REMAINING		0	0	0	0	0	0	0	0	0	0

Sources and Budgets Report *Ability*

This reports lists projected funding sources and expendi

Code	Category - Item	Lemonwood Project 3 New Lemonwood School	McAuliffe Project 1 Kindergarten Improvements	Ritchen Project 1 Kindergarten Improvements	Technology Implementation Technology Implementation	Totals
Funding Sources						
Local	Local	2,512,180	262,140	262,140	5,530,000	84,130,008
212	G.O.Bond Proceeds	2,512,180	262,140	262,140	0	78,572,364
251	School Development Fees	0	0	0	5,530,000	5,557,644
TOTAL FUNDING		2,512,180	262,140	262,140	5,530,000	84,130,008
Expenditures						
A	Site Costs	157,638	704	704	0	770,625
6140	Surveying Costs	22,000	0	0	0	221,219
6150	Site Support Costs	0	0	0	0	29,313
6171	Environmental Studies	0	0	0	0	33,209
6160	Other Costs - Site	135,638	704	704	0	486,884
B	Planning Costs	2,354,542	38,244	38,244	0	10,588,990
6210	Architect / Engineering Fees	1,549,838	23,525	23,525	0	6,198,713
6220	DSA Fees	187,000	2,150	2,150	0	946,535
6230	CDE Fees	15,400	117	117	0	72,945
6240	Preliminary Tests	33,000	0	0	0	108,440
6250	Other Costs - Planning	569,304	12,452	12,452	0	3,262,357
C	Construction Costs	0	184,043	184,043	0	55,948,646
6270	Main Construction Contractor	0	167,356	167,356	0	51,912,703
6271	Environmental Clean-up	0	644	644	0	188,835
6272	Construction Management Fees	0	15,625	15,625	0	1,495,992
6273	Demolition	0	0	0	0	408,406
6274	Other Costs - Construction	0	0	0	0	583,180
6276	Interim Housing	0	0	0	0	1,118,494
6278	Labor Compliance Program	0	418	418	0	241,036
D	Construction Testing Costs	0	703	704	0	893,719
6280	Construction Tests	0	703	704	0	893,719
E	Construction Inspection Costs	0	8,368	8,368	0	2,281,033
6290	Construction Inspection	0	8,368	8,368	0	2,281,033
F	Furniture & Equipment Costs	0	5,029	5,029	5,530,000	7,918,675
4300	Supplies <\$500	0	0	0	0	1,228,973
4400	Equipment \$500-\$5000	0	0	5,029	5,530,000	6,599,822
6400	Capitalized Equipment >\$5000	0	5,029	0	0	89,880
G	Project Contingency	0	25,049	25,048	0	5,728,320
6999	Project Contingency	0	25,049	25,048	0	5,728,320
TOTAL EXPENDITURES		2,512,180	262,140	262,140	5,530,000	84,130,008
BALANCE REMAINING		0	(0)	0	0	0

BOARD AGENDA ITEM

Name of Contributor(s): Lisa Cline

Date of Meeting: 10/15/2014

STUDY SESSION _____

CLOSED SESSION _____

SECTION B: HEARINGS _____

SECTION C: CONSENT _____

X

SECTION D: ACTION _____

SECTION E: REPORTS/DISCUSSION _____

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

Purchase Order/Draft Payment Report #14-03(Cline/Franz)

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

1. A listing of Purchase orders issued 09/02/2014 through 9/30/2014 for the 2014-2015 school year, in the amount of \$2,454,567.06.
2. There is no listing of Draft Payments issued 09/02/2014 through 9/30/2014 for the 2014-2015 school year.

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 #14-03 as submitted.

ADDITIONAL MATERIAL(S):

Attached: Purchase Order/Draft Payment Report #14-03 (13 Pages)

Includes Purchase Orders dated 09/02/2014 - 09/30/2014 ***

PO Number	Vendor Name	Loc	Description	Order Amount
CNP15-00028	Pioneer Chemical Co	CNS	stores	230.04
CNP15-00029	Grainger Inc	CNS	stores	149.81
CNP15-00034	Gold Star Foods	CNS	4700 FOOD	282.38
P15-00059	Scholastic Inc	MCKINNA	Materials & Supplies	627.00
P15-00642	NHR NEWCO HOLDINGS LLC CURVATU RE LLC	PUPIL SERVICES	MATL/SUP	429.38
P15-00794	Amazon Com	HARRINGTON	materials and supplies	142.11
P15-00819	Lakeshore Learning Materials-V	PUPIL SERVICES	MATL/SUP	247.52
P15-00975	Amazon Com	HAYDOCK	MATLS & SUPPLIES	370.01
P15-01018	Staples Direct	RAMONA	MATL/SUP	114.74
P15-01019	Houghton Mifflin Harcourt	KAMALA	4300 Materials	166.08
P15-01020	Lakeshore Learning Materials-V	MARINA	Materials and Supplies	352.48
P15-01022	River Ridge Golf Club	SUPERINTENDEN	MATL/SUP	443.52
P15-01023	INDOLUTIONS, INC	HARRINGTON	materials and supplies	205.05
P15-01027	Ultimate Office Inc	ROSE	MAT & SUP - DISCRETIONARY	598.89
P15-01030	Wurth USA Inc Chris Ludwig	FACILITIES	MATL/SUP	864.00
P15-01031	Taft Electric	FACILITIES	SVCS	644.60
P15-01033	Toys 'R Us Inc	MARINA	Materials and Supplies	168.38
P15-01034	Target	MARINA	Materials and Supplies	192.14
P15-01036	School Nurse Supply Co	WAREHOUSE	Stores Supplies	603.29
P15-01038	School Outfitters	RAMONA	MATL/SUP	967.43
P15-01040	CABE VTA CO CHAPTER ATTN: JENN IFER ROBLES	ROSE	TRAVEL & CONFERENCE - LCFF CONCENTRATION	225.00
P15-01041	UPS - FREIGHT	HARRINGTON	materials and supplies	100.00
P15-01042	CABE VTA CO CHAPTER ATTN: JENN IFER ROBLES	MCKINNA	conf	375.00
P15-01044	CABE VTA CO CHAPTER ATTN: JENN IFER ROBLES	DRIFFILL	CONF	972.00
P15-01046	Cannon Sports Inc	WAREHOUSE	Stores Supplies	442.80
P15-01053	Jordanos Inc	CNS	supplies	411.44
P15-01062	Office Depot Bus Ser Div	PUPIL SERVICES	MATL/SUP	50.21
P15-01063	Office Depot Bus Ser Div	PUPIL SERVICES	MATL/SUP	101.24
P15-01064	Office Depot Bus Ser Div	PUPIL SERVICES	MATL/SUP	16.22
P15-01067	Amazon Com	IT	Mat/Sup	60.29
P15-01069	Ventura Co Office Of Education	PUPIL SERVICES	Conf	125.00
P15-01071	Div Of The State Architect	BUSINESS	BLDG	850.00
P15-01075	Aswell Trophy And Engraving	ED SERVICES	MATL/SUP	108.00
P15-01077	Witherspoon Ent Inc DBA Port A Stor	CNS	rental	780.00
P15-01080	CDW G	IT	EQUIP	911.40
P15-01081	Concepts School & Office Furn	HARRINGTON	materials & supplies - Instructional	330.48
P15-01082	Lakeshore Learning Materials-V	HARRINGTON	materials & supplies - Instructional	500.00
P15-01083	Lakeshore Learning Materials-V	HARRINGTON	Materials & Supplies - Instructional	500.00
P15-01085	NHR NEWCO HOLDINGS LLC CURVATU RE LLC	PUPIL SERVICES	MATL/SUP	119.50
P15-01087	SCRIPPS NATL SPELLING BEE	MARINA	Materials and Supplies	137.50
P15-01090	CMHS CMH CTRS FOR FAMILY HEALT H	TRANSPORTATIO	SERV-DRUG SCAN	20.00
P15-01091	Grainger Inc	WAREHOUSE	Supplies	564.62
P15-01092	Headsets Com Inc	CNS	supplies	488.00

*** See the last page for criteria limiting the report detail.

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Includes Purchase Orders dated 09/02/2014 - 09/30/2014 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P15-01093	Printech	MCKINNA	Materials & Supplies	466.56
P15-01094	NHR NEWCO HOLDINGS LLC CURVATU RE LLC	MARINA	Materials and Supplies	113.40
P15-01095	Superior Sanitary Supplies	CNS	MAT/SUP/FFVP/RAMONA	86.19
P15-01096	Superior Sanitary Supplies	HARRINGTON	materials & supplies - administration	787.84
P15-01098	Amazon Com	PUPIL SERVICES	MATL/SUP	104.03
P15-01099	Ventura Laminating & Supplies	GRAPHICS	Materials and Supplies	212.90
P15-01100	La Casa De Maria	ED SERVICES	CONF	800.00
P15-01101	TRI COUNTY OFFICE FURNITURE	ED SERVICES	EQUIP	793.80
P15-01103	MARRIOTT INTERNATIONAL, INC IR VINE MARRIOTT	HR	Hotel Reservation	120.05
P15-01104	Petroleum Telcom Inc DBA Telec om	KAMALA	4300 Materials and Supplies-School Office	607.40
P15-01105	Sams Club 6455	KAMALA	4300 Materials and Supplies--School Office	186.67
P15-01106	CASBO VTA/SB SUBSECTION	HAYDOCK	WORKSHOP (ASB)	180.00
P15-01107	Dave Bang Associates Inc	KAMALA	Supplies--School Office	473.04
P15-01108	CABE VTA CO CHAPTER ATTN: JENN IFER ROBLES	FREMONT	CONF	150.00
P15-01111	United Airlines, Inc	ED SERVICES	CONF	937.30
P15-01112	US AIRWAYS	ED SERVICES	CONF	228.60
P15-01113	ALASKA AIRLINES INC	ED SERVICES	CONF	561.30
P15-01117	Xpedx Paper Co	WAREHOUSE	Stores Supplies	825.72
P15-01120	Xerox	WAREHOUSE	Stores Supplies	810.00
P15-01121	CASBO VTA/SB SUBSECTION	FREMONT	CONFERENCE	180.00
P15-01123	Service-Pro Fire Protection	TRANSPORTATIO	SUPPLIES	160.00
P15-01124	Gibbs International Trucks	TRANSPORTATIO	SUPPLIES	48.54
P15-01125	Wurth USA Inc Chris Ludwig	TRANSPORTATIO	SUPPLIES	273.34
P15-01127	Pat-Chem Laboratories	TRANSPORTATIO	SERVICES	500.00
P15-01128	Aswell Trophy And Engraving	ED SERVICES	MATL/SUP	7.56
P15-01132	Office Depot Bus Ser Div	TRANSPORTATIO	SUPPLIES	77.17
P15-01133	Time For Kids	ROSE	MAT & SUP - INSTRUCTIONAL	495.06
P15-01134	Scholastic Inc	ROSE	MAT & SUP - INSTRUCTIONAL	564.30
P15-01135	CASBO VTA/SB SUBSECTION	BUDGET	Conf	125.00
P15-01136	Office Depot Bus Ser Div	SIERRA LINDA	matl/sup - office	161.47
P15-01137	Tom Rey Garcia dba/ Tomas Cafe & Gallery	BUSINESS	MATL/SUP (OSSA NEG)	126.96
P15-01140	School Specialty Inc	FRANK	MATL SUP-INSTRUCTIONAL	326.74
P15-01141	NHR NEWCO HOLDINGS LLC CURVATU RE LLC	ROSE	MAT/SUP - SCHOOL OFFICE	642.21
P15-01144	Pioneer Chemical Co	WAREHOUSE	Stores Supplies	921.46
P15-01145	School Health Corporation	WAREHOUSE	Stroes Supplies	931.39
P15-01147	Uline	WAREHOUSE	Stores Supplies	164.63
P15-01149	General Binding Corp.	CURREN	MAINT	405.00
P15-01151	CABE VTA CO CHAPTER ATTN: JENN IFER ROBLES	ENGLISH LEARNE	conference	225.00
P15-01152	CABE VTA CO CHAPTER ATTN: JENN IFER ROBLES	ELM	Conference/Travel - 2014 CABE	300.00
P15-01153	CABE VTA CO CHAPTER ATTN: JENN IFER ROBLES	MCKINNA	conf/trav	81.00

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Includes Purchase Orders dated 09/02/2014 - 09/30/2014 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P15-01154	Amazon Com	ENGLISH LEARNE	instructional materials	307.64
P15-01155	Home Depot Inc	IT	MATL/SUP	162.00
P15-01156	Walmart	CNS	MATL/SUP/FFVP/HARRINGTON	31.37
P15-01160	Smart And Final Iris Co	ED SERVICES	matls & sup	756.00
P15-01161	Frys Electronics	KAMALA	Instr Matl-School Office	207.26
P15-01163	Staples Direct	PUPIL SERVICES	MATL/SUP	133.37
P15-01165	CABE VTA CO CHAPTER ATTN: JENN IFER ROBLES	RAMONA	conf - instruction	150.00
P15-01167	Oriental Trading Co Inc	ROSE	MAT & SUP - Instruction	329.74
P15-01169	Rochester 100, Inc	MCAULIFFE	Materials/Supplies	173.88
P15-01171	Gopher Sport	SIERRA LINDA	matl/sup - playground equipment	276.13
P15-01172	Perma Bound Books	MARINA	Materials and Supplies-Instructional	842.92
P15-01175	SHRED-IT USA LLC	RAMONA	Serv - instruction	270.00
P15-01176	Petroleum Telcom Inc DBA Telec om	MCAULIFFE	Office Supplies	567.00
P15-01177	Schoolmasters Safety	BREKKE	MATL/SUP	345.51
P15-01179	Staples Direct	ASSESS ACCOUN	materials/supplies	754.46
P15-01180	University Of Oregon Ctr On Te ach& Learn	RAMONA	Conf - Instruction	98.00
P15-01181	Amazon Com	FREMONT	MATERIAL SUPPLIES - SCHOOL OFFICE	376.77
P15-01183	BAY AREA DISCOVERY MUSEUM FORT BAKER	ED SERVICES	CONF	110.00
P15-01184	Ventura Co Office Of Education	ASSESS ACCOUN	conference	75.00
P15-01187	Amazon Com	HARRINGTON	BKS - Instructional	85.13
P15-01192	Walmart	PUPIL SERVICES	MATL/SUP	100.00
P15-01193	Lakeshore Learning Materials-V	PUPIL SERVICES	MATL/SUP	150.00
P15-01194	MHS Inc	PUPIL SERVICES	MATL/SUP	198.24
P15-01195	CUE, INC	ASSESS ACCOUN	travel/conference	360.00
P15-01197	Walmart	ASSESS ACCOUN	materials/supplies	100.00
P15-01198	Div Of The State Architect	FACILITIES	SERV	774.20
P15-01201	Office Depot Bus Ser Div	PUPIL SERVICES	MATL/SUP	51.33
P15-01202	Office Depot Bus Ser Div	PUPIL SERVICES	MATL/SUP	21.10
P15-01203	Office Depot Bus Ser Div	PUPIL SERVICES	MATL/SUP	65.48
P15-01204	Cada	CHAVEZ	CONFERENCE	870.00
P15-01206	Skillpath Seminars Inc	FACILITIES	CONF	149.00
P15-01209	Lakeshore Learning Materials-V	ENGLISH LEARNE	Instructional Materials	501.38
P15-01210	Nasco Modesto	FREMONT	MATERIALS & SUPPLIES - INSTRUCTIONAL	68.95
P15-01211	Premier Agendas Inc	CHAVEZ	MATERIALS AND SUPPLIES - Instruction	379.96
P15-01212	CPX Solano Gateway OPAG LLC Co uryard Vallejo	ASSESS ACCOUN	travel/conference	336.74
P15-01213	The Boomerang Project	ED SERVICES	CONF	300.00
P15-01216	CABE VTA CO CHAPTER ATTN: JENN IFER ROBLES	CHAVEZ	TRAVEL AND CONFERENCE - Instruction	525.00
P15-01218	Amazon Com	BREKKE	MATL/SUP	773.23
P15-01219	PizzaMan Dan's	BUSINESS	matls/ supl	500.00
P15-01221	Amazon Com	HAYDOCK	MATLS & SUPPL - Instructional	341.06
P15-01223	Petroleum Telcom Inc DBA Telec om	RITCHEN	MATL/SUP-Administration,	720.40
P15-01224	Geary Pacific Supply	FACILITIES	CONF	450.00

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Includes Purchase Orders dated 09/02/2014 - 09/30/2014 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P15-01225	Sehi Computer Products Inc	FACILITIES	instr matls-office	796.29
P15-01226	Walmart	ELM	materials/supplies - instruction	84.92
P15-01227	Walmart	SIERRA LINDA	matl/sup - Teacher supply	481.02
P15-01232	A T Guys, LLC	PUPIL SERVICES	MATL/SUP	118.00
P15-01233	Sunshine Cottage Sch For Deaf	PUPIL SERVICES	MATL/SUP	195.50
P15-01234	Super Duper Inc	PUPIL SERVICES	MATL/UP	134.41
P15-01235	Oriental Trading Co Inc	PUPIL SERVICES	MATL/SUP	867.05
P15-01236	Amazon Com	PUPIL SERVICES	MATL/SUP	683.57
P15-01237	Amazon Com	PUPIL SERVICES	MATL/SUP	44.86
P15-01239	Discount School Supply	KAMALA	Materials and Supplies-School Office	66.94
P15-01240	Ventura Co Sch Bds Assn	SUPERINTENDEN	MEMB	150.00
P15-01242	Printech	LEMONWOOD	Mat/Supp-Instructional	891.62
P15-01243	Office Depot Bus Ser Div	KAMALA	Materials and Supplies--School Office	26.44
P15-01245	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-School Office	122.71
P15-01246	Office Depot Bus Ser Div	KAMALA	Materials and Supplies-School Office	80.84
P15-01247	Office Depot Bus Ser Div	PUPIL SERVICES	MATL/SUP	80.62
P15-01248	Staples Direct	PUPIL SERVICES	MATL/SUP	391.45
P15-01249	Staples Direct	PUPIL SERVICES	MATL/SUP	134.00
P15-01250	Staples Direct	PUPIL SERVICES	MATL/SUP	18.89
P15-01251	CAEA	HAYDOCK	CONF - Instruction	325.00
P15-01252	Grainger Inc	PUPIL SERVICES	MATL/SUP	89.91
P15-01254	Office Depot Bus Ser Div	SAN MIGUEL	Supplies-Office	67.33
P15-01255	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Instructional	100.44
P15-01256	Office Depot Bus Ser Div	PUPIL SERVICES	MATL/SUP	59.49
P15-01257	Discount School Supply	LEMONWOOD	Materials and Supplies - Instructional	194.39
P15-01258	Houghton Mifflin Harcourt	FREMONT	MATERIAL SUPPLIES - INSTRUCTIONAL	233.28
P15-01262	Deluxe For Business	BUDGET	Supp	61.76
P15-01263	Dell Direct Sales Lp	FACILITIES	EQUIP	548.46
P15-01265	United Airlines, Inc	SUPERINTENDEN	CONF	296.20
P15-01266	School Specialty Inc	PUPIL SERVICES	MATL/SUP	975.60
P15-01268	The Irvine Company LLC Hotel I rvine Jamboree Center	HAYDOCK	CONF - Instruction (ACCOMODATIONS)	525.09
P15-01269	Southwest School & Office Sup	LEMONWOOD	Materials and Supplies- Instruction	986.05
P15-01270	Amazon Com	LEMONWOOD	Materials and Supplies-Instructional	212.60
P15-01271	School Specialty Inc	HAYDOCK	MATLS & SUPPL- INSTRUCTIONAL (ART)	821.92
P15-01274	Concepts School & Office Furn	PURCHASING	MATL/SUP	964.98
P15-01280	Lakeshore Learning Materials-V	SIERRA LINDA	matl/sup - Instructional	300.24
P15-01282	Airport Towing	FACILITIES	SERV	200.00
P15-01284	J Harris Ind Water Treamt, Inc Puretec Industrial Water	TRANSPORTATIOI	services	600.00
P15-01285	Destin Thomas Communications I	TRANSPORTATIOI	SERVICES	582.22
P15-01287	Oriental Trading Co Inc	ROSE	MAT & SUP - INSTRUCTION	263.62
P15-01288	Guitar Center	ROSE	MAT & SUP - ADMINISTRATION	29.27
P15-01289	Concepts School & Office Furn	ROSE	MAT & SUP - ADMINISTRATION	107.41
P15-01300	Academic Therapy Publication	FREMONT	MATERIAL AND SUPPLIES - INSTRUCTIONAL	48.60
P15-01301	HAMPTON INN & SUITES ANAHEIM H OTEL	FACILITIES	CONF	835.89
P15-01302	Staples Direct	MCAULIFFE	Material & Supplies - Instruction	62.10

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Includes Purchase Orders dated 09/02/2014 - 09/30/2014 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P15-01303	Nasco Modesto	FREMONT	MATERIALS & SUPPLIES - INSTRUCTIONAL	131.81
P15-01304	Alta Dena	NFL	Mat/Sup	500.00
P15-01305	Key Data Systems	ED SERVICES	Services	500.00
P15-01309	Office Depot Bus Ser Div	NFL	Mat/Sup	57.26
P15-01312	Amazon Com	FREMONT	MATERIAL/SUPPLIES - INSTRUCTIONAL	280.81
P15-01313	Ceramics And Crafts Warehouse	WAREHOUSE	Stores Supplies	576.65
P15-01315	School Health Corporation	WAREHOUSE	Stores Supplies	586.44
P15-01316	Uline	WAREHOUSE	Stores Supplies	583.20
P15-01317	BANGALLA ORGANIC ULTIMATE BAKE R	WAREHOUSE	Stores Supplies	84.02
P15-01318	Printech	WAREHOUSE	Stores Supplies	883.44
P15-01319	School Nurse Supply Co	WAREHOUSE	Stores Supplies	603.29
P15-01327	FATHER FLANAGAN'S BOYS HOME BO YS TOWN PRESS	PUPIL SERVICES	MATL/SUP	819.66
P15-01330	Schoolmasters Safety	RISK MGMT	Materials & Supplies	575.04
P15-01331	JOHN RAYMOND, INC	RISK MGMT	Materials & Supplies	719.00
P15-01333	Ventura Co Office Of Education	PUPIL SERVICES	MATL/SUP	576.18
P15-01335	Batteries Plus	WAREHOUSE	Stores Supplies	550.99
P15-01336	School Specialty Inc	PUPIL SERVICES	MATL/SUP	877.71
P15-01337	Airport Blvd Realty, LLC Sprin gHill Suites By Marriott	ASSESS ACCOUN	travel/conference	612.18
P15-01338	Ventura Co Office Of Education	SIERRA LINDA	conf - school librarian	75.00
P15-01339	Ventura Co Office Of Education	MCAULIFFE	CONF - instructional	75.00
P15-01340	Ventura Co Office Of Education	ROSE	MATERIALS & SUPPLIES - ADMINISTRATION	75.00
P15-01341	California School Boards Assoc	SUPERINTENDEN	CONF	474.00
P15-01342	Lakeshore Learning Materials-V	DRIFFILL	SUPP	301.20
P15-01344	El Pollo Norteno Inc	ROSE	MATERIAL & SUPPLIES - ADMINISTRATION	221.40
P15-01345	Walmart	ASSESS ACCOUN	materials/supplies	300.00
P15-01346	Worthington Direct Hlds, LLC	MCAULIFFE	Materials & Supplies-Instructional	123.56
P15-01347	Oriental Trading Co Inc	ROSE	MATERIALS & SUPPLIES - INSTRUCTION	172.31
P15-01348	Strings And Beyond	HAYDOCK	MATLS/SUPPL-INSTRUCTIONAL (BAND)	96.98
P15-01349	Concepts School & Office Furn	PERSONNEL	Mat/Sup	367.62
P15-01351	Oriental Trading Co Inc	ED SERVICES	MATL/SUP	91.11
P15-01352	Amazon Com	HAYDOCK	MATLS/SUPPL-INSTRUCTIONAL (SDC)	946.08
P15-01353	Amazon Com	HAYDOCK	MATLS/SUPPL-INSTRUCTIONAL (SPANISH/BAND)	230.95
P15-01354	Ventura Co Office Of Education	HAYDOCK	CONF/TRAVEL (LIBRARIAN)	75.00
P15-01355	Pearson Education	PUPIL SERVICES	MATL/SUP	862.88
P15-01356	Ventura Co Office Of Education	HAYDOCK	CONF/TRAVEL-(FIN)	300.00
P15-01357	Scholastic Inc	HAYDOCK	SERV-INSTRUCTIONAL	100.98
P15-01358	Barnes And Noble	PUPIL SERVICES	MATL/SUP	150.00
P15-01359	GOLD COAST CUE C/O GENEVIEVE R EIFER, VCOE	HAYDOCK	CONF/TRAVEL - Instruction	95.00
P15-01360	LS&S LLC	PUPIL SERVICES	MATL/SUP	41.31
P15-01361	EZ FUND.COM, LLC	ROSE	MATERIALS & SUP - INSTRUCTION	621.00
P15-01362	Handwriting Without Tears	BREKKE	MATL/SUP - Instruction	96.07

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Includes Purchase Orders dated 09/02/2014 - 09/30/2014 ***

PO Number	Vendor Name	Loc	Description	Order Amount	
P15-01363	Amazon Com	ROSE	MATERIALS & SUP - INSTRUCTION	77.65	
P15-01364	School Nurse Supply Co	WAREHOUSE	STORES	388.54	
P15-01365	Office Depot Bus Ser Div	FREMONT	'INSTRUCTIONAL' MATERIALS AND SUPPLIES	122.09	
P15-01366	Office Depot Bus Ser Div	MCKINNA	Materials & Supplies - Administration	672.13	
P15-01367	Super Duper Inc	PUPIL SERVICES	MATL/SUP	711.72	
P15-01368	SHRED-IT USA LLC	CHAVEZ	SERV - instruction	200.00	
P15-01369	Developmental Resources Inc	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	864.00	
P15-01370	Lakeshore Learning Materials-V	MCAULIFFE	Materials & Supplies- Instruction	322.92	
P15-01371	Ansmar Publishers Inc	ROSE	MATERIALS & SUP - INSTRUCTION	675.21	
P15-01372	MHS Inc	PUPIL SERVICES	MATL/SUP	519.20	
P15-01374	Dominick's Italian Restaurant	ROSE	MATERIALS & SUP - ADMINISTRATION	291.60	
P15-01375	MARRIOTT HOTEL SERVICES NEWPOR T BEACH MARRIOTT HOTEL	FACILITIES	CONF	393.74	
P15-01380	Perma Bound Books	ROSE	MATERIALS & SUPPLIES - INSTRUCTION	997.13	
P15-01382	Ebsco Subscription Serv	FRANK	MATERIALS AND SUPPLIES /INSTRUCTIONAL	27.39	
P15-01383	Sams Club 6455	PURCHASING	MEMB	75.00	
P15-01387	GOLD COAST CUE C/O GENEVIEVE R EIFER, VCOE	CHAVEZ	TRAVEL AND CONFERENCE-INSTRUCTION	380.00	
P15-01388	McCarty And Sons Towing	TRANSPORTATIO	SERV - TOWING	99.00	
P15-01389	Latino Family Literacy Project	HARRINGTON	CONF INSTRUCTIONAL	600.00	
P15-01390	Ventura Co Office Of Education	HARRINGTON	CONF INSTRUCTIONAL	20.00	
P15-01391	Office Depot Bus Ser Div	FRANK	MATERIALS AND SUPPLIES-INSTRUCTIONAL	237.59	
Total Number of POs			231	Total	82,883.45

Fund Recap

Fund	Description	PO Count	Amount
010	GENERAL FUND	221	78,800.02
130	CAFETERIA FUND	8	2,459.23
213	BOND FUND MEASURE R 2012	2	1,624.20
Total Fiscal Year 2015			82,883.45
Total			82,883.45

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Includes Purchase Orders dated 09/02/2014 - 09/30/2014 ***

PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P15-00121	35,975.00	010-6200	GENERAL FUND/BUILDINGS AND IMPROVEMENTS	990.00
P15-00310	1,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00
P15-00727	820.00	130-5800	CAFETERIA FUND/PROFESSIONAL/CONSULTING SERV	107.00
P15-00755	1,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	503.20
P15-00774	650.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	218.00
P15-00801	530.70	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	4.09-
P15-00863	1,296.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	864.00
P15-00875	3,480.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	980.00
P15-00951	275.35	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	45.90
P15-01321	4,432.81	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	492.54
Total PO Changes				4,696.55

Information is further limited to: (Maximum Amount = 999.99)

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ESCAPE ONLINE

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Includes Purchase Orders dated 09/02/2014 - 09/30/2014 ***

PO Number	Vendor Name	Loc	Description	Order Amount
CNP15-00019	Gold Star Foods	CNS	4700 FOOD	1,300.04
CNP15-00020	Gold Star Foods	CNS	stores	19,749.28
CNP15-00021	Jordanos Inc	CNS	stores	4,469.66
CNP15-00022	Sysco Food Services Of Ventura	CNS	stores	5,705.88
CNP15-00023	P And R Paper Supply Co	CNS	stores	8,938.63
CNP15-00024	Jordanos Inc	CNS	stores	8,103.17
CNP15-00025	Sysco Food Services Of Ventura	CNS	stores	2,369.72
CNP15-00026	Gold Star Foods	CNS	stores	25,703.73
CNP15-00027	P And R Paper Supply Co	CNS	stores	5,134.48
CNP15-00030	Gold Star Foods	CNS	stores	35,461.01
CNP15-00031	Jordanos Inc	CNS	stores	8,546.19
CNP15-00032	Sysco Food Services Of Ventura	CNS	stores	5,287.19
CNP15-00033	P And R Paper Supply Co	CNS	stores	5,449.19
CNP15-00035	Gold Star Foods	CNS	stores	29,158.00
CNP15-00036	School Nurse Supply Co	CNS	stores	1,292.76
CNP15-00037	Jordanos Inc	CNS	stores	5,040.97
CNP15-00038	P And R Paper Supply Co	CNS	stores	5,438.10
CNP15-00039	Bernard Food Industries Inc	CNS	stores	5,080.32
CNP15-00040	Jordanos Inc	CNS	stores	7,474.72
CNP15-00041	P And R Paper Supply Co	CNS	stores	5,176.72
P15-00121	Mission Paving And Sealing Inc	FACILITIES	DEF MAINT/ASPHALT REPAIR	35,975.00
P15-00325	J And H Engineering Gen Cont I	FACILITIES	BOND/BLDG/DRI STORM WATER PREV PROJ	34,000.00
P15-00390	Smart And Final Iris Co	FREMONT	MAT/SUPP	1,512.00
P15-00422	MCGRAW HILL EDUCATION	ERC	Textbooks	6,786.50
P15-00425	MCGRAW HILL EDUCATION	ERC	Textbooks	16,151.51
P15-00965	Pearson Education	ERC	Textbooks	11,009.75
P15-01021	Lakeshore Learning Materials-V	MARSHALL	Materials & Supplies	1,050.59
P15-01024	Amazon Com	KAMALA	Supplies	1,552.61
P15-01025	CABE VTA CO CHAPTER ATTN: JENN IFER ROBLES	ENGLISH LEARNE	conference	1,950.00
P15-01026	Ballard and Tighe Publishers	ENGLISH LEARNE	Instructional materials	4,176.60
P15-01028	TCP Reliable Mfg, Inc	CNS	supplies	1,140.00
P15-01029	SANDY POINT INK LLC	ED SERVICES	MSAP/SVC	56,787.00
P15-01032	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	4,311.84
P15-01035	Mixteco/Indigena Comm Organizi	ED SERVICES	LCFF/SVC	10,000.00
P15-01037	Xpedx Paper Co	GRAPHICS	Materials and Supplies	3,133.10
P15-01039	Lakeshore Learning Materials-V	RAMONA	MATL/SUP	3,931.63
P15-01043	Concepts School & Office Furn	ROSE	MAT & SUP - DISCRETIONARY	1,186.62
P15-01045	BSN Sports	WAREHOUSE	Stores Supplies	1,700.38
P15-01047	Empire Cleaning Supply	WAREHOUSE	Stores Supplies	2,907.90
P15-01048	Unisource Worldwide, Inc	WAREHOUSE	Stores Supplies	5,677.02
P15-01049	EORM	RISK MGMT	SERV	1,750.00
P15-01050	EORM	RISK MGMT	SERV	2,250.00
P15-01051	J A Sexauer Mfg Co	FACILITIES	MATL/SUP	4,320.00
P15-01052	The Parent Institute	PUPIL SERVICES	MATL/SUP	6,458.40
P15-01054	Jordanos Inc	CNS	supplies	1,288.42
P15-01055	Dell Direct Sales Lp	SUPERINTENDEN	EQUIP REPL	1,640.81
P15-01056	Dell Direct Sales Lp	ED SERVICES	EQUIP	54,243.60

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Includes Purchase Orders dated 09/02/2014 - 09/30/2014 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P15-01057	CDW G	BUDGET	EQUIP	1,180.31
P15-01058	Printech	FRANK	MAINT	2,250.00
P15-01059	Committee For Children	PUPIL SERVICES	MATL/SUP	39,105.92
P15-01060	Social Thinking	PUPIL SERVICES	MATL/SUP	7,751.42
P15-01061	Lakeshore Learning Materials-V	PUPIL SERVICES	MATL/SUP	1,292.53
P15-01065	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	3,589.64
P15-01066	Staples Direct	PUPIL SERVICES	MATL/SUP	1,222.67
P15-01068	Acco Brands Usa LLC dba GBC	PURCHASING	stores	2,224.80
P15-01070	Canela Software, Inc	PUPIL SERVICES	MATL/SUP	1,440.00
P15-01072	GJM DISTRIBUTOR INC. TRI COUNT Y BREAD SERVICE	CNS	supplies	300,000.00
P15-01074	Tundra Specialties	FACILITIES	MATL/SUP	2,000.00
P15-01076	Witherspoon Ent Inc DBA Port A Stor	CNS	rental	1,320.00
P15-01084	Valley Detroit Diesel Alliso	TRANSPORTATIO	CONFERENCE	1,425.00
P15-01086	School Specialty Inc	PUPIL SERVICES	MATL/SUP	2,587.90
P15-01088	DJ Co-Ops	CNS	supplies	15,000.00
P15-01089	Cumulus Global	IT	SERV	11,975.00
P15-01097	SAM GLIKSMAN	ASES	ASES/SVC	30,000.00
P15-01102	AMERICAN VAN EQUIPMENT, INC	RISK MGMT	Materials & Supplies	1,531.51
P15-01109	CASIE	ED SERVICES	CONF	6,400.00
P15-01110	Renaissance Hotel Operating Co Renaissance Harborplace Hote	ED SERVICES	CONF	1,999.47
P15-01114	ALASKA AIRLINES INC	ED SERVICES	CONF	1,428.60
P15-01115	Westin St Francis Hotel	ED SERVICES	CONF	1,290.11
P15-01116	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	1,936.01
P15-01118	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	2,032.96
P15-01119	Nigro & Nigro Pc	BUSINESS	SVC	59,500.00
P15-01122	Amazon Com	IT	MATL/SUP	1,942.38
P15-01126	Greg's Petroleum Service, Inc	TRANSPORTATIO	MATL/SUP	1,650.34
P15-01129	Jordanos Inc	CNS	4300 MAT/SUP/FFVP	21,060.00
P15-01130	California Carbide	FACILITIES	MATL/SUP	1,080.00
P15-01131	Div Of The State Architect	FACILITIES	SERV	16,643.17
P15-01138	FOLLETT SCHOOL SOLUTIONS, INC	ERC	Textbooks	80,984.12
P15-01139	Divine Detail	TRANSPORTATIO	SERVICES	4,800.00
P15-01142	Power Machinery Center	GRAPHICS	Maintenance	1,221.99
P15-01143	Hillyard Inc	WAREHOUSE	Stores Supplies	5,515.56
P15-01146	Superior Sanitary Supplies	WAREHOUSE	Stores Supplies	1,388.02
P15-01148	Unisource Worldwide, Inc	WAREHOUSE	Stores Supplies	6,823.33
P15-01150	Dell Direct Sales Lp	FACILITIES	EQUIP/COMPUTER	1,374.13
P15-01157	FOLLETT SCHOOL SOLUTIONS, INC	ERC	Textbooks	10,784.88
P15-01158	Renaissance Learning Inc	MARINA	Materials and Supplies-Instructional Materials	5,005.00
P15-01159	PizzaMan Dan's	ED SERVICES	Matr Sup	1,080.00
P15-01162	Blick Art Materials	FRANK	INSTRUCTIONAL- MATERIALS AND SUPPLIES	1,782.98
P15-01164	Spinitar	FREMONT	instr matl	1,347.53
P15-01166	Concepts School & Office Furn	BUDGET	Equip	1,488.20

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Includes Purchase Orders dated 09/02/2014 - 09/30/2014 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P15-01168	Keyboard Concepts, Inc	PURCHASING	BOND/SVC (REWIRE & RE-INSTALL PIANO KEYBOARDS)	1,620.00
P15-01170	Gopher Sport	FRANK	MATERIALS AND SUPPLIES - INSTRUCTIONAL	9,441.51
P15-01173	Barco Products Company	FACILITIES	Matl/Sup	4,667.76
P15-01174	Pearson Education	ERC	Textbooks	22,081.64
P15-01178	Petroleum Telcom Inc DBA Telecom	FREMONT	MATL/SUP - SCHOOL OFFICE	1,944.00
P15-01182	Howard Klein Snap-on Tools	TRANSPORTATION	SUPPLIES	5,005.77
P15-01185	The Hills Hotel	ED SERVICES	CONF	1,243.72
P15-01186	FOLLETT SCHOOL SOLUTIONS, INC	ERC	Textbooks	5,891.74
P15-01188	Cengage Learning, Inc	ERC	Materials & Supplies - Workbooks	17,523.00
P15-01189	MCGRAW HILL EDUCATION	ERC	Textbooks	11,128.92
P15-01190	Cengage Learning, Inc	ERC	textbooks	6,829.84
P15-01191	Westin St Francis Hotel	ED SERVICES	CONF	7,206.64
P15-01196	Ventura Co Office Of Education	ASSESS ACCOUNTING	Conference	4,550.00
P15-01199	TMP SERVICES	PURCHASING	BOND/BLDG/EQUIP (RAMPS FOR HAR INTERIM PRESCHOOL)	5,263.92
P15-01200	Office Depot Bus Ser Div	ED SERVICES	Materials/Supplies	10,000.00
P15-01205	Renaissance Learning Inc	SIERRA LINDA	matl/sup - Instructional	2,380.00
P15-01207	Reliable Floor Covering Co	FACILITIES	SRVC	2,390.00
P15-01208	Bennetts Instructional Materials	ASES	Instructional Materials	5,000.00
P15-01214	Blackboard Connect Inc.	HR	SVC	3,500.00
P15-01215	ADVANCED CLASSROOM TECHNOLOGIES, INC	IT	RECONFIG/EQUIP (iROVER2 BASE UNIT)	2,826.50
P15-01217	Contract Paper Group, Inc	WAREHOUSE	Stores Supplies	15,489.14
P15-01220	United Scope, LLC	ED SERVICES	MATL/SUP	35,094.38
P15-01222	United Airlines, Inc	ED SERVICES	CONF	1,451.00
P15-01228	California School Mgmt Group	PURCHASING	SVC	33,500.00
P15-01229	I-REP THERAPY PRODUCTS, INC	PUPIL SERVICES	EQUIP	4,993.80
P15-01230	BUCK INSTITUTE FOR EDUCATION	ED SERVICES	SVC/MSAP	10,000.00
P15-01231	2 Teach, LLC	ED SERVICES	T1/SVC	31,500.00
P15-01238	Jordanos Inc	CNS	supplies	4,320.00
P15-01241	Smart And Final Iris Co	CURREN	matl/sup - administration	1,000.00
P15-01244	Petroleum Telcom Inc DBA Telecom	CURREN	matl/sup - instructional	3,712.00
P15-01253	CURT LOCH ELITE PRODUCTS AND DESIGN, LLC	SORIA	EQUIP - Instruction	3,607.17
P15-01259	MCGRAW HILL EDUCATION	ERC	Textbooks	13,143.26
P15-01260	Free Spirit Publishing, Inc	PUPIL SERVICES	MATL/SUP	4,512.76
P15-01261	Lakeshore Learning Materials-V	PUPIL SERVICES	MATL/SUP	5,884.24
P15-01264	Apple Computer Inc	KAMALA	Materials & Supplies- Instructional	4,597.56
P15-01267	Office Depot Bus Ser Div	SORIA	MATL/SUP	3,000.00
P15-01272	Brainpop Com Llc	HAYDOCK	SERV - Instructional	1,495.00
P15-01273	Xpedx Paper Co	GRAPHICS	Materials and Supplies	3,293.97
P15-01275	Blick Art Materials	HAYDOCK	MATL /SUP - Instructional	3,507.97
P15-01276	Ventura Co Office Of Education	PUPIL SERVICES	SERV (EV031402)	35,844.08
P15-01277	Ventura Co Office Of Education	PUPIL SERVICES	SERV (NF070601)	38,844.08

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Includes Purchase Orders dated 09/02/2014 - 09/30/2014 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P15-01278	Verde Valley School Supply	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTION	1,319.55
P15-01283	Garcia, Hernandez, Sawhney & Bermudez, LLP	BUSINESS	SERV	350,000.00
P15-01286	Greg's Petroleum Service, Inc	TRANSPORTATION	INSTR MATL	6,000.00
P15-01290	Ventura Co Office Of Education	PUPIL SERVICES	SERV (BL091503)	37,922.53
P15-01291	Ventura Co Office Of Education	PUPIL SERVICES	SERV (MG021504)	44,050.00
P15-01292	CPE Hotel Lessee, Inc Westin Phoenix Downtown Hotel	ED SERVICES	CONF	2,155.60
P15-01293	Southwest Airlines	ED SERVICES	Conference	1,596.80
P15-01294	Ventura Co Office Of Education	PUPIL SERVICES	SERV (RR012703)	35,000.00
P15-01295	Ventura Co Office Of Education	PUPIL SERVICES	SERV (LC051401)	35,844.08
P15-01296	Ventura Co Office Of Education	PUPIL SERVICES	SERV (JP030904)	6,818.00
P15-01297	Ventura Co Office Of Education	PUPIL SERVICES	SERV (KS120903)	32,881.46
P15-01298	Ventura Co Office Of Education	PUPIL SERVICES	SERV (ML062907)	23,000.00
P15-01299	Ventura Co Office Of Education	PUPIL SERVICES	SERV (KB091201)	36,845.92
P15-01307	Dave Bang Associates Inc	FACILITIES	DEF MAINT/EQUIP/OUTDOOR TABLES (CUR)	6,770.67
P15-01308	Concepts School & Office Furn	TRANSPORTATION	EQUIP	1,065.20
P15-01310	TRI COUNTY OFFICE FURNITURE	FREMONT	Equipment - School Office	5,114.97
P15-01311	Walmart	ED SERVICES	MTLS	1,000.00
P15-01314	Extreme Clean	WAREHOUSE	Stores Supplies	2,754.00
P15-01320	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	1,735.56
P15-01321	Concepts School & Office Furn	PURCHASING	MATL/SUP (COUNSELOR/TOSA DESKS)	4,432.81
P15-01322	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	5,389.76
P15-01323	Pacific Northwest Publishing	PUPIL SERVICES	MATL/SUP	12,569.60
P15-01324	Parent Project Inc	PUPIL SERVICES	MATL/SUP	9,024.00
P15-01325	Barnes And Noble	PUPIL SERVICES	MATL/SUP	5,066.77
P15-01326	Ventura Co Office Of Education	PUPIL SERVICES	MATL/SUP	1,625.00
P15-01328	Pacific Northwest Publishing	PUPIL SERVICES	MATL/SUP	1,460.25
P15-01329	SOS Survival Products	RISK MGMT	Materials & Supplies	19,512.36
P15-01332	Social Thinking	PUPIL SERVICES	CONF	1,540.00
P15-01334	COUNTY OF VENTURA OFFICE OF DISTRICT ATTORNEY	PUPIL SERVICES	SERV - SARB	2,381.09
P15-01343	Leopaul A. Martinez Jr	DRIFFILL	SUPP	3,888.00
P15-01350	Office Depot Bus Ser Div	WAREHOUSE	STORES	1,644.95
P15-01373	ADVANCED CLASSROOM TECHNOLOGIES, INC	ROSE	MATERIALS & SUP - INSTRUCTION	4,087.40
P15-01376	Aztec Technology Corp	CNS	equipment	5,896.80
P15-01377	Kamran And Co Inc	CNS	equipment	24,741.50
P15-01378	Petroleum Telecom Inc DBA Telecom	PURCHASING	MATL/SUP - EOC RADIOS	4,664.00
P15-01379	Pacific Distributors	ROSE	MATERIALS & SUPPLIES - INSTRUCTION	1,800.00
P15-01381	Spinitar	FRANK	MATL/SUP	1,459.46
P15-01384	Practi-Cal Inc	PUPIL SERVICES	service	95,000.00
P15-01385	Paradise Chevrolet	FACILITIES	REPAIR	1,620.00
P15-01386	Barco Products Company	FACILITIES	MATL	2,598.23
P15-01392	NHR NEWCO HOLDINGS LLC CURVATU RE LLC	PURCHASING	MATLS	1,895.40

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Includes Purchase Orders dated 09/02/2014 - 09/30/2014 ***

PO Number	Vendor Name	Loc	Description	Order Amount
Total Number of POs			172	Total
				<u>2,371,683.61</u>

Fund Recap

Fund	Description	PO Count	Amount
010	GENERAL FUND	139	1,760,153.21
120	CHILD DEVELOPMENT FUND	1	1,000.00
130	CAFETERIA FUND	29	569,646.48
211	BOND FUND 1997	1	32,300.00
213	BOND FUND MEASURE R 2012	3	8,583.92
Total Fiscal Year 2015			<u>2,371,683.61</u>
Total			<u>2,371,683.61</u>

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Page 5 of 6

Includes Purchase Orders dated 09/02/2014 - 09/30/2014 ***

PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P15-00067	15,887.88	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	4,179.08
P15-00165	20,000.00	010-4325	GENERAL FUND/PLUMBING SUPPLIES	5,000.00
P15-00223	10,400.00	010-5632	GENERAL FUND/REPAIRS	5,000.00
P15-00302	4,802.71	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	3,482.10
P15-00324	79,989.78	211-6274	BOND FUND 1997/OTHER CONSTRUCTION	66,496.00-
		212-6274	BOND FUND 2006/OTHER CONSTRUCTION	40,192.00
		213-6274	BOND FUND MEASURE R 2012/OTHER CONSTRUCTION	31,067.78
			Total PO P15-00324	4,763.78
P15-00357	18,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	8,000.00
P15-00366	5,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	3,000.00
P15-00492	4,500.00	010-5601	GENERAL FUND/RENTAL LEASE-GROUNDS	2,880.00
P15-00530	8,320.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	4,000.00
P15-00532	7,160.00	010-4325	GENERAL FUND/PLUMBING SUPPLIES	5,000.00
P15-00673	5,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,500.00
P15-00709	10,000.00	010-4343	GENERAL FUND/LOCKSMITH SUPPLIES	4,600.00
P15-00728	2,150.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
			Total PO Changes	53,404.96

Information is further limited to: (Minimum Amount = 1,000.00)

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ESCAPE ONLINE

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BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 10/15/14

CLOSED SESSION	_____
SECTION B: HEARINGS	_____
SECTION C: CONSENT	_____X_____
SECTION D: ACTION	_____
SECTION E: REPORTS/DISCUSSION	_____
SECTION F: BOARD POLICIES	_____

EXPENDITURE TRANSFER REPORT #14-02 (Cline/Penanhoat)

The attached report contains expenditure transfer journals for the period of September 1, 2014 through September 30, 2014 for the 2014-15 fiscal year.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Finance that the Board of Trustees approve the Expenditure Transfer Report #14-02 as submitted.

ADDITIONAL MATERIAL

Attached: Expenditure Transfer Report #14-02 (14 pages)

OXNARD SCHOOL DISTRICT
Expenditure Transfer Report
#14-02 September 1, 2014 - September 30,2014

Journal Entry #	Link	Account #	Transaction Date	Debit	Credit	Comment
GJ15-00027	56842	(016171) 010-8290-3010-0-0000-0000-000-000-0000-0	8/29/14	650,273.00	.00	CRT-20591 Clear PY R3010
GJ15-00027	56842	(033028) 010-9200-3010-0- - - - -	8/29/14	.00	650,273.00	CRT-20591 Clear PY R3010
GJ15-00030	57092	(015492) 010-5725-0790-0-4760-1000-040-040-0000-0	9/2/14	618.24	.00	Publication Recharges July 2014
GJ15-00030	57092	(015375) 010-5725-0000-0-0000-7550-001-000-0730-0	9/2/14	.00	618.24	Publication Recharges July 2014
GJ15-00030	57092	(019994) 010-9110-0000-0- - - - -	9/2/14	618.24	.00	Publication Recharges July 2014
GJ15-00030	57092	(023193) 010-9110-0790-0- - - - -	9/2/14	.00	618.24	Publication Recharges July 2014
GJ15-00031	58686	(019994) 010-9110-0000-0- - - - -	9/9/14	.00	9,723,446.63	Correct GL Accounts
GJ15-00031	58686	(016499) 010-9110-0000-0-0000-0000-000-000-0000-0	9/9/14	9,723,446.63	.00	Correct GL Accounts
GJ15-00031	58686	(032809) 010-9200-0000-0- - - - -	9/9/14	.00	28,659.27	Correct GL Accounts
GJ15-00031	58686	(016608) 010-9200-0000-0-0000-0000-000-000-0000-0	9/9/14	28,659.27	.00	Correct GL Accounts
GJ15-00031	58686	(016648) 010-9201-0000-0-0000-0000-000-000-0000-0	9/9/14	.00	68,932.91	Correct GL Accounts
GJ15-00031	58686	(020979) 010-9201-0000-0- - - - -	9/9/14	68,932.91	.00	Correct GL Accounts
GJ15-00031	58686	(016790) 010-9320-0000-0-0000-0000-000-000-0000-0	9/9/14	.00	773,134.62	Correct GL Accounts
GJ15-00031	58686	(020318) 010-9320-0000-0- - - - -	9/9/14	773,134.62	.00	Correct GL Accounts
GJ15-00031	58686	(016795) 010-9510-0000-0-0000-0000-000-000-0000-0	9/9/14	976,040.70	.00	Correct GL Accounts
GJ15-00031	58686	(032665) 010-9510-0000-0- - - - -	9/9/14	.00	976,040.70	Correct GL Accounts
GJ15-00031	58686	(017421) 010-9552-0000-0-0000-0000-000-000-0000-0	9/9/14	.00	506.77	Correct GL Accounts
GJ15-00031	58686	(021004) 010-9552-0000-0- - - - -	9/9/14	506.77	.00	Correct GL Accounts
GJ15-00031	58686	(017478) 010-9590-0000-0-0000-0000-000-000-0000-0	9/9/14	1,292,590.00	.00	Correct GL Accounts
GJ15-00031	58686	(032906) 010-9590-0000-0- - - - -	9/9/14	.00	1,292,590.00	Correct GL Accounts
GJ15-00031	58686	(017593) 010-9791-0000-0-0000-0000-000-000-0000-0	9/9/14	13,905,018.66	.00	Correct GL Accounts
GJ15-00031	58686	(019993) 010-9791-0000-0- - - - -	9/9/14	.00	13,905,018.66	Correct GL Accounts
GJ15-00032	58685	(016185) 010-8290-4035-0-0000-0000-000-300-0000-0	9/9/14	36,008.28	.00	CRT-20611 Clear PY R4035
GJ15-00032	58685	(033061) 010-9200-4035-0- - - - -	9/9/14	.00	36,008.28	CRT-20611 Clear PY R4035
GJ15-00033	58698	(016510) 010-9110-0001-0-0000-0000-000-000-0000-0	9/9/14	311,496.24	.00	Correct GL Accts - R0001 - R0009
GJ15-00033	58698	(019997) 010-9110-0001-0- - - - -	9/9/14	.00	311,496.24	Correct GL Accts - R0001 - R0009
GJ15-00033	58698	(016511) 010-9110-0002-0-0000-0000-000-000-0000-0	9/9/14	.00	21,504.74	Correct GL Accts - R0001 - R0009
GJ15-00033	58698	(020000) 010-9110-0002-0- - - - -	9/9/14	21,504.74	.00	Correct GL Accts - R0001 - R0009
GJ15-00033	58698	(016515) 010-9110-0005-0-0000-0000-000-000-0000-0	9/9/14	.00	376,411.25	Correct GL Accts - R0001 - R0009
GJ15-00033	58698	(020018) 010-9110-0005-0- - - - -	9/9/14	376,411.25	.00	Correct GL Accts - R0001 - R0009
GJ15-00033	58698	(016517) 010-9110-0007-0-0000-0000-000-000-0000-0	9/9/14	24.74	.00	Correct GL Accts - R0001 - R0009
GJ15-00033	58698	(020750) 010-9110-0007-0- - - - -	9/9/14	.00	24.74	Correct GL Accts - R0001 - R0009
GJ15-00033	58698	(016518) 010-9110-0009-0-0000-0000-000-000-0000-0	9/9/14	161,473.06	.00	Correct GL Accts - R0001 - R0009
GJ15-00033	58698	(020327) 010-9110-0009-0- - - - -	9/9/14	.00	161,473.06	Correct GL Accts - R0001 - R0009
GJ15-00033	58698	(016651) 010-9201-0001-0-0000-0000-000-000-0000-0	9/9/14	.00	1,690.49	Correct GL Accts - R0001 - R0009
GJ15-00033	58698	(021259) 010-9201-0001-0- - - - -	9/9/14	1,690.49	.00	Correct GL Accts - R0001 - R0009
GJ15-00033	58698	(016804) 010-9510-0001-0-0000-0000-000-000-0000-0	9/9/14	300.99	.00	Correct GL Accts - R0001 - R0009
GJ15-00033	58698	(032666) 010-9510-0001-0- - - - -	9/9/14	.00	300.99	Correct GL Accts - R0001 - R0009
GJ15-00033	58698	(016808) 010-9510-0005-0-0000-0000-000-000-0000-0	9/9/14	93.61	.00	Correct GL Accts - R0001 - R0009
GJ15-00033	58698	(032838) 010-9510-0005-0- - - - -	9/9/14	.00	93.61	Correct GL Accts - R0001 - R0009
GJ15-00033	58698	(017604) 010-9791-0001-0-0000-0000-000-000-0000-0	9/9/14	4,722.54	.00	Correct GL Accts - R0001 - R0009
GJ15-00033	58698	(019998) 010-9791-0001-0- - - - -	9/9/14	.00	4,722.54	Correct GL Accts - R0001 - R0009
GJ15-00033	58698	(017605) 010-9791-0002-0-0000-0000-000-000-0000-0	9/9/14	28,272.71	.00	Correct GL Accts - R0001 - R0009
GJ15-00033	58698	(020001) 010-9791-0002-0- - - - -	9/9/14	.00	28,272.71	Correct GL Accts - R0001 - R0009
GJ15-00033	58698	(017609) 010-9791-0005-0-0000-0000-000-000-0000-0	9/9/14	375,974.64	.00	Correct GL Accts - R0001 - R0009
GJ15-00033	58698	(020019) 010-9791-0005-0- - - - -	9/9/14	.00	375,974.64	Correct GL Accts - R0001 - R0009
GJ15-00034	58701	(016519) 010-9110-1100-0-0000-0000-000-000-0000-0	9/9/14	891,243.70	.00	Correct GL Accounts R1100-5811
GJ15-00034	58701	(020024) 010-9110-1100-0- - - - -	9/9/14	.00	891,243.70	Correct GL Accounts R1100-5811

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GJ15-00034	58701	(016520) 010-9110-1300-0-0000-0000-000-000-0000-0	9/9/14	2,110,780.00	.00	Correct GL Accounts R1100-5811
GJ15-00034	58701	(020027) 010-9110-1300-0- - - - -	9/9/14	.00	2,110,780.00	Correct GL Accounts R1100-5811
GJ15-00034	58701	(020989) 010-9110-3010-0-0000-0000-000-000-0000-0	9/9/14	1,101,891.67	.00	Correct GL Accounts R1100-5811
GJ15-00034	58701	(020321) 010-9110-3010-0- - - - -	9/9/14	.00	1,101,891.67	Correct GL Accounts R1100-5811
GJ15-00034	58701	(016523) 010-9110-3060-0-0000-0000-000-000-0000-0	9/9/14	99,468.24	.00	Correct GL Accounts R1100-5811
GJ15-00034	58701	(020330) 010-9110-3060-0- - - - -	9/9/14	.00	99,468.24	Correct GL Accounts R1100-5811
GJ15-00034	58701	(016524) 010-9110-3060-1-0000-0000-000-000-0000-0	9/9/14	195,924.76	.00	Correct GL Accounts R1100-5811
GJ15-00034	58701	(020751) 010-9110-3060-1- - - - -	9/9/14	.00	195,924.76	Correct GL Accounts R1100-5811
GJ15-00034	58701	(016525) 010-9110-3061-0-0000-0000-000-000-0000-0	9/9/14	.00	17,176.97	Correct GL Accounts R1100-5811
GJ15-00034	58701	(020752) 010-9110-3061-0- - - - -	9/9/14	17,176.97	.00	Correct GL Accounts R1100-5811
GJ15-00034	58701	(016526) 010-9110-3061-1-0000-0000-000-000-0000-0	9/9/14	12,127.91	.00	Correct GL Accounts R1100-5811
GJ15-00034	58701	(020753) 010-9110-3061-1- - - - -	9/9/14	.00	12,127.91	Correct GL Accounts R1100-5811
GJ15-00034	58701	(016527) 010-9110-3110-0-0000-0000-000-000-0000-0	9/9/14	25,103.86	.00	Correct GL Accounts R1100-5811
GJ15-00034	58701	(020754) 010-9110-3110-0- - - - -	9/9/14	.00	25,103.86	Correct GL Accounts R1100-5811
GJ15-00034	58701	(016534) 010-9110-3310-0-0000-0000-000-000-0000-0	9/9/14	2,068,395.66	.00	Correct GL Accounts R1100-5811
GJ15-00034	58701	(020322) 010-9110-3310-0- - - - -	9/9/14	.00	2,068,395.66	Correct GL Accounts R1100-5811
GJ15-00034	58701	(016536) 010-9110-3312-0-0000-0000-000-000-0000-0	9/9/14	.00	249,579.98	Correct GL Accounts R1100-5811
GJ15-00034	58701	(020511) 010-9110-3312-0- - - - -	9/9/14	249,579.98	.00	Correct GL Accounts R1100-5811
GJ15-00034	58701	(016538) 010-9110-3315-0-0000-0000-000-000-0000-0	9/9/14	29,826.70	.00	Correct GL Accounts R1100-5811
GJ15-00034	58701	(020756) 010-9110-3315-0- - - - -	9/9/14	.00	29,826.70	Correct GL Accounts R1100-5811
GJ15-00034	58701	(016539) 010-9110-3318-0-0000-0000-000-000-0000-0	9/9/14	.00	18,962.00	Correct GL Accounts R1100-5811
GJ15-00034	58701	(020513) 010-9110-3318-0- - - - -	9/9/14	18,962.00	.00	Correct GL Accounts R1100-5811
GJ15-00034	58701	(016540) 010-9110-3320-0-0000-0000-000-000-0000-0	9/9/14	114,559.54	.00	Correct GL Accounts R1100-5811
GJ15-00034	58701	(020496) 010-9110-3320-0- - - - -	9/9/14	.00	114,559.54	Correct GL Accounts R1100-5811
GJ15-00034	58701	(016543) 010-9110-3332-0-0000-0000-000-000-0000-0	9/9/14	.00	38,643.00	Correct GL Accounts R1100-5811
GJ15-00034	58701	(020515) 010-9110-3332-0- - - - -	9/9/14	38,643.00	.00	Correct GL Accounts R1100-5811
GJ15-00034	58701	(016546) 010-9110-4035-0-0000-0000-000-000-0000-0	9/9/14	521,929.53	.00	Correct GL Accounts R1100-5811
GJ15-00034	58701	(020323) 010-9110-4035-0- - - - -	9/9/14	.00	521,929.53	Correct GL Accounts R1100-5811
GJ15-00034	58701	(016548) 010-9110-4036-0-0000-0000-000-000-0000-0	9/9/14	10,500.00	.00	Correct GL Accounts R1100-5811
GJ15-00034	58701	(020757) 010-9110-4036-0- - - - -	9/9/14	.00	10,500.00	Correct GL Accounts R1100-5811
GJ15-00034	58701	(016554) 010-9110-4201-0-0000-0000-000-000-0000-0	9/9/14	33,675.49	.00	Correct GL Accounts R1100-5811
GJ15-00034	58701	(020758) 010-9110-4201-0- - - - -	9/9/14	.00	33,675.49	Correct GL Accounts R1100-5811
GJ15-00034	58701	(016556) 010-9110-4203-0-0000-0000-000-000-0000-0	9/9/14	371,898.93	.00	Correct GL Accounts R1100-5811
GJ15-00034	58701	(020403) 010-9110-4203-0- - - - -	9/9/14	.00	371,898.93	Correct GL Accounts R1100-5811
GJ15-00034	58701	(016557) 010-9110-5630-0-0000-0000-000-000-0000-0	9/9/14	13,307.97	.00	Correct GL Accounts R1100-5811
GJ15-00034	58701	(020759) 010-9110-5630-0- - - - -	9/9/14	.00	13,307.97	Correct GL Accounts R1100-5811
GJ15-00034	58701	(016558) 010-9110-5640-0-0000-0000-000-000-0000-0	9/9/14	.00	425,346.98	Correct GL Accounts R1100-5811
GJ15-00034	58701	(020033) 010-9110-5640-0- - - - -	9/9/14	425,346.98	.00	Correct GL Accounts R1100-5811
GJ15-00034	58701	(016561) 010-9110-5810-0-0000-0000-000-000-0000-0	9/9/14	34,291.76	.00	Correct GL Accounts R1100-5811
GJ15-00034	58701	(020039) 010-9110-5810-0- - - - -	9/9/14	.00	34,291.76	Correct GL Accounts R1100-5811
GJ15-00034	58701	(022537) 010-9110-5811-0-0000-0000-000-000-0000-0	9/9/14	5,630.62	.00	Correct GL Accounts R1100-5811
GJ15-00034	58701	(022371) 010-9110-5811-0- - - - -	9/9/14	.00	5,630.62	Correct GL Accounts R1100-5811
GJ15-00034	58701	(034289) 010-9200-3010-0-0000-0000-000-000-0000-0	9/9/14	.00	175.00	Correct GL Accounts R1100-5811
GJ15-00034	58701	(033028) 010-9200-3010-0- - - - -	9/9/14	175.00	.00	Correct GL Accounts R1100-5811
GJ15-00034	58701	(016615) 010-9200-3060-0-0000-0000-000-000-0000-0	9/9/14	.00	126,309.40	Correct GL Accounts R1100-5811
GJ15-00034	58701	(033058) 010-9200-3060-0- - - - -	9/9/14	126,309.40	.00	Correct GL Accounts R1100-5811
GJ15-00034	58701	(034259) 010-9200-3110-0-0000-0000-000-000-0000-0	9/9/14	.00	22,779.68	Correct GL Accounts R1100-5811
GJ15-00034	58701	(034282) 010-9200-3110-0- - - - -	9/9/14	22,779.68	.00	Correct GL Accounts R1100-5811

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GJ15-00034	58701	(034260) 010-9200-4201-0-0000-0000-000-000-0000-0	9/9/14	.00	17,614.96	Correct GL Accounts R1100-5811
GJ15-00034	58701	(033062) 010-9200-4201-0- - - - -	9/9/14	17,614.96	.00	Correct GL Accounts R1100-5811
GJ15-00034	58701	(016627) 010-9200-5640-0-0000-0000-000-000-0000-0	9/9/14	.00	106,589.49	Correct GL Accounts R1100-5811
GJ15-00034	58701	(032851) 010-9200-5640-0- - - - -	9/9/14	106,589.49	.00	Correct GL Accounts R1100-5811
GJ15-00034	58701	(016628) 010-9200-5810-0-0000-0000-000-000-0000-0	9/9/14	.00	33,726.89	Correct GL Accounts R1100-5811
GJ15-00034	58701	(034283) 010-9200-5810-0- - - - -	9/9/14	33,726.89	.00	Correct GL Accounts R1100-5811
GJ15-00034	58701	(016618) 010-9200-3310-0-0000-0000-000-000-0000-0	9/9/14	.00	1,362,752.00	Correct GL Accounts R1100-5811
GJ15-00034	58701	(033060) 010-9200-3310-0- - - - -	9/9/14	1,362,752.00	.00	Correct GL Accounts R1100-5811
GJ15-00034	58701	(016654) 010-9201-3010-0-0000-0000-000-000-0000-0	9/9/14	.00	289.03	Correct GL Accounts R1100-5811
GJ15-00034	58701	(021260) 010-9201-3010-0- - - - -	9/9/14	289.03	.00	Correct GL Accounts R1100-5811
GJ15-00034	58701	(016668) 010-9201-4035-0-0000-0000-000-000-0000-0	9/9/14	.00	263.56	Correct GL Accounts R1100-5811
GJ15-00034	58701	(021026) 010-9201-4035-0- - - - -	9/9/14	263.56	.00	Correct GL Accounts R1100-5811
GJ15-00034	58701	(020992) 010-9510-3010-0-0000-0000-000-000-0000-0	9/9/14	149,361.70	.00	Correct GL Accounts R1100-5811
GJ15-00034	58701	(032668) 010-9510-3010-0- - - - -	9/9/14	.00	149,361.70	Correct GL Accounts R1100-5811
GJ15-00034	58701	(016816) 010-9510-3061-0-0000-0000-000-000-0000-0	9/9/14	2,841.05	.00	Correct GL Accounts R1100-5811
GJ15-00034	58701	(033026) 010-9510-3061-0- - - - -	9/9/14	.00	2,841.05	Correct GL Accounts R1100-5811
GJ15-00034	58701	(016825) 010-9510-3310-0-0000-0000-000-000-0000-0	9/9/14	170.63	.00	Correct GL Accounts R1100-5811
GJ15-00034	58701	(032778) 010-9510-3310-0- - - - -	9/9/14	.00	170.63	Correct GL Accounts R1100-5811
GJ15-00034	58701	(016827) 010-9510-3312-0-0000-0000-000-000-0000-0	9/9/14	121.64	.00	Correct GL Accounts R1100-5811
GJ15-00034	58701	(032822) 010-9510-3312-0- - - - -	9/9/14	.00	121.64	Correct GL Accounts R1100-5811
GJ15-00034	58701	(016837) 010-9510-4035-0-0000-0000-000-000-0000-0	9/9/14	31,531.18	.00	Correct GL Accounts R1100-5811
GJ15-00034	58701	(032827) 010-9510-4035-0- - - - -	9/9/14	.00	31,531.18	Correct GL Accounts R1100-5811
GJ15-00034	58701	(016847) 010-9510-4203-0-0000-0000-000-000-0000-0	9/9/14	669.45	.00	Correct GL Accounts R1100-5811
GJ15-00034	58701	(032772) 010-9510-4203-0- - - - -	9/9/14	.00	669.45	Correct GL Accounts R1100-5811
GJ15-00034	58701	(016849) 010-9510-5640-0-0000-0000-000-000-0000-0	9/9/14	4,304.43	.00	Correct GL Accounts R1100-5811
GJ15-00034	58701	(033609) 010-9510-5640-0- - - - -	9/9/14	.00	4,304.43	Correct GL Accounts R1100-5811
GJ15-00034	58701	(021546) 010-9791-3060-0-0000-0000-000-000-0000-0	9/9/14	136,615.31	.00	Correct GL Accounts R1100-5811
GJ15-00034	58701	(020768) 010-9791-3060-0- - - - -	9/9/14	.00	136,615.31	Correct GL Accounts R1100-5811
GJ15-00034	58701	(021547) 010-9791-3060-1-0000-0000-000-000-0000-0	9/9/14	.00	136,615.31	Correct GL Accounts R1100-5811
GJ15-00034	58701	(020790) 010-9791-3060-1- - - - -	9/9/14	136,615.31	.00	Correct GL Accounts R1100-5811
GJ15-00034	58701	(021551) 010-9791-3312-0-0000-0000-000-000-0000-0	9/9/14	361,721.12	.00	Correct GL Accounts R1100-5811
GJ15-00034	58701	(020773) 010-9791-3312-0- - - - -	9/9/14	.00	361,721.12	Correct GL Accounts R1100-5811
GJ15-00034	58701	(021552) 010-9791-3318-0-0000-0000-000-000-0000-0	9/9/14	18,962.00	.00	Correct GL Accounts R1100-5811
GJ15-00034	58701	(032711) 010-9791-3318-0- - - - -	9/9/14	.00	18,962.00	Correct GL Accounts R1100-5811
GJ15-00034	58701	(021553) 010-9791-3332-0-0000-0000-000-000-0000-0	9/9/14	38,643.00	.00	Correct GL Accounts R1100-5811
GJ15-00034	58701	(032712) 010-9791-3332-0- - - - -	9/9/14	.00	38,643.00	Correct GL Accounts R1100-5811
GJ15-00034	58701	(017617) 010-9791-5640-0-0000-0000-000-000-0000-0	9/9/14	780,354.64	.00	Correct GL Accounts R1100-5811
GJ15-00034	58701	(020034) 010-9791-5640-0- - - - -	9/9/14	.00	780,354.64	Correct GL Accounts R1100-5811
GJ15-00035	58779	(016562) 010-9110-6010-0-0000-0000-000-000-0000-0	9/9/14	.00	522,195.65	Correct GL Accounts R6010-9016
GJ15-00035	58779	(020716) 010-9110-6010-0- - - - -	9/9/14	522,195.65	.00	Correct GL Accounts R6010-9016
GJ15-00035	58779	(016571) 010-9110-6300-0-0000-0000-000-000-0000-0	9/9/14	401,106.53	.00	Correct GL Accounts R6010-9016
GJ15-00035	58779	(020048) 010-9110-6300-0- - - - -	9/9/14	.00	401,106.53	Correct GL Accounts R6010-9016
GJ15-00035	58779	(016575) 010-9110-6500-0-0000-0000-000-000-0000-0	9/9/14	5,423,321.93	.00	Correct GL Accounts R6010-9016
GJ15-00035	58779	(020057) 010-9110-6500-0- - - - -	9/9/14	.00	5,423,321.93	Correct GL Accounts R6010-9016
GJ15-00035	58779	(016576) 010-9110-6510-0-0000-0000-000-000-0000-0	9/9/14	96,187.07	.00	Correct GL Accounts R6010-9016
GJ15-00035	58779	(020060) 010-9110-6510-0- - - - -	9/9/14	.00	96,187.07	Correct GL Accounts R6010-9016
GJ15-00035	58779	(016577) 010-9110-6512-0-0000-0000-000-000-0000-0	9/9/14	.00	5,124.00	Correct GL Accounts R6010-9016
GJ15-00035	58779	(020760) 010-9110-6512-0- - - - -	9/9/14	5,124.00	.00	Correct GL Accounts R6010-9016

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GJ15-00035	58779	(016578) 010-9110-6515-0-0000-0000-000-000-0000-0	9/9/14	6,981.60	.00	Correct GL Accounts R6010-9016
GJ15-00035	58779	(020861) 010-9110-6515-0- - - - -	9/9/14	.00	6,981.60	Correct GL Accounts R6010-9016
GJ15-00035	58779	(016586) 010-9110-6690-0-0000-0000-000-000-0000-0	9/9/14	32,171.57	.00	Correct GL Accounts R6010-9016
GJ15-00035	58779	(020317) 010-9110-6690-0- - - - -	9/9/14	.00	32,171.57	Correct GL Accounts R6010-9016
GJ15-00035	58779	(016587) 010-9110-7090-0-0000-0000-000-000-0000-0	9/9/14	631,019.68	.00	Correct GL Accounts R6010-9016
GJ15-00035	58779	(020063) 010-9110-7090-0- - - - -	9/9/14	.00	631,019.68	Correct GL Accounts R6010-9016
GJ15-00035	58779	(016589) 010-9110-7230-0-0000-0000-000-000-0000-0	9/9/14	168,975.01	.00	Correct GL Accounts R6010-9016
GJ15-00035	58779	(020069) 010-9110-7230-0- - - - -	9/9/14	.00	168,975.01	Correct GL Accounts R6010-9016
GJ15-00035	58779	(016590) 010-9110-7240-0-0000-0000-000-000-0000-0	9/9/14	.00	303,702.07	Correct GL Accounts R6010-9016
GJ15-00035	58779	(020075) 010-9110-7240-0- - - - -	9/9/14	303,702.07	.00	Correct GL Accounts R6010-9016
GJ15-00035	58779	(016591) 010-9110-7400-0-0000-0000-000-000-0000-0	9/9/14	457,819.67	.00	Correct GL Accounts R6010-9016
GJ15-00035	58779	(020081) 010-9110-7400-0- - - - -	9/9/14	.00	457,819.67	Correct GL Accounts R6010-9016
GJ15-00035	58779	(016593) 010-9110-8150-0-0000-0000-000-000-0000-0	9/9/14	1,414,721.35	.00	Correct GL Accounts R6010-9016
GJ15-00035	58779	(020087) 010-9110-8150-0- - - - -	9/9/14	.00	1,414,721.35	Correct GL Accounts R6010-9016
GJ15-00035	58779	(016594) 010-9110-9005-0-0000-0000-000-000-0000-0	9/9/14	573,819.01	.00	Correct GL Accounts R6010-9016
GJ15-00035	58779	(020326) 010-9110-9005-0- - - - -	9/9/14	.00	573,819.01	Correct GL Accounts R6010-9016
GJ15-00035	58779	(016595) 010-9110-9010-0-0000-0000-000-000-0000-0	9/9/14	397,629.04	.00	Correct GL Accounts R6010-9016
GJ15-00035	58779	(020090) 010-9110-9010-0- - - - -	9/9/14	.00	397,629.04	Correct GL Accounts R6010-9016
GJ15-00035	58779	(016597) 010-9110-9012-0-0000-0000-000-000-0000-0	9/9/14	.00	215,681.19	Correct GL Accounts R6010-9016
GJ15-00035	58779	(020096) 010-9110-9012-0- - - - -	9/9/14	215,681.19	.00	Correct GL Accounts R6010-9016
GJ15-00035	58779	(016600) 010-9110-9015-0-0000-0000-000-000-0000-0	9/9/14	75,863.05	.00	Correct GL Accounts R6010-9016
GJ15-00035	58779	(020105) 010-9110-9015-0- - - - -	9/9/14	.00	75,863.05	Correct GL Accounts R6010-9016
GJ15-00035	58779	(016601) 010-9110-9016-0-0000-0000-000-000-0000-0	9/9/14	.00	1,900.00	Correct GL Accounts R6010-9016
GJ15-00035	58779	(020108) 010-9110-9016-0- - - - -	9/9/14	1,900.00	.00	Correct GL Accounts R6010-9016
GJ15-00035	58779	(016629) 010-9200-6010-0-0000-0000-000-000-0000-0	9/9/14	.00	248,483.50	Correct GL Accounts R6010-9016
GJ15-00035	58779	(033064) 010-9200-6010-0- - - - -	9/9/14	248,483.50	.00	Correct GL Accounts R6010-9016
GJ15-00035	58779	(016636) 010-9200-6500-0-0000-0000-000-000-0000-0	9/9/14	.00	11,994.92	Correct GL Accounts R6010-9016
GJ15-00035	58779	(032781) 010-9200-6500-0- - - - -	9/9/14	11,994.92	.00	Correct GL Accounts R6010-9016
GJ15-00035	58779	(016638) 010-9200-6515-0-0000-0000-000-000-0000-0	9/9/14	.00	6,981.60	Correct GL Accounts R6010-9016
GJ15-00035	58779	(033066) 010-9200-6515-0- - - - -	9/9/14	6,981.60	.00	Correct GL Accounts R6010-9016
GJ15-00035	58779	(016642) 010-9200-8150-0-0000-0000-000-000-0000-0	9/9/14	.00	500.00	Correct GL Accounts R6010-9016
GJ15-00035	58779	(034284) 010-9200-8150-0- - - - -	9/9/14	500.00	.00	Correct GL Accounts R6010-9016
GJ15-00035	58779	(016673) 010-9201-6500-0-0000-0000-000-000-0000-0	9/9/14	.00	93,025.61	Correct GL Accounts R6010-9016
GJ15-00035	58779	(020982) 010-9201-6500-0- - - - -	9/9/14	93,025.61	.00	Correct GL Accounts R6010-9016
GJ15-00035	58779	(016674) 010-9201-6510-0-0000-0000-000-000-0000-0	9/9/14	.00	32,966.00	Correct GL Accounts R6010-9016
GJ15-00035	58779	(020983) 010-9201-6510-0- - - - -	9/9/14	32,966.00	.00	Correct GL Accounts R6010-9016
GJ15-00035	58779	(016675) 010-9201-6690-0-0000-0000-000-000-0000-0	9/9/14	.00	19,549.45	Correct GL Accounts R6010-9016
GJ15-00035	58779	(021209) 010-9201-6690-0- - - - -	9/9/14	19,549.45	.00	Correct GL Accounts R6010-9016
GJ15-00035	58779	(016676) 010-9201-7090-0-0000-0000-000-000-0000-0	9/9/14	.00	397.62	Correct GL Accounts R6010-9016
GJ15-00035	58779	(021261) 010-9201-7090-0- - - - -	9/9/14	397.62	.00	Correct GL Accounts R6010-9016
GJ15-00035	58779	(034258) 010-9201-7230-0-0000-0000-000-000-0000-0	9/9/14	.00	692.92	Correct GL Accounts R6010-9016
GJ15-00035	58779	(034291) 010-9201-7230-0- - - - -	9/9/14	692.92	.00	Correct GL Accounts R6010-9016
GJ15-00035	58779	(016680) 010-9201-9005-0-0000-0000-000-000-0000-0	9/9/14	.00	471,112.12	Correct GL Accounts R6010-9016
GJ15-00035	58779	(021027) 010-9201-9005-0- - - - -	9/9/14	471,112.12	.00	Correct GL Accounts R6010-9016
GJ15-00035	58779	(016682) 010-9201-9012-0-0000-0000-000-000-0000-0	9/9/14	.00	12,600.39	Correct GL Accounts R6010-9016
GJ15-00035	58779	(021210) 010-9201-9012-0- - - - -	9/9/14	12,600.39	.00	Correct GL Accounts R6010-9016
GJ15-00035	58779	(016683) 010-9201-9015-0-0000-0000-000-000-0000-0	9/9/14	.00	41,902.03	Correct GL Accounts R6010-9016
GJ15-00035	58779	(020980) 010-9201-9015-0- - - - -	9/9/14	41,902.03	.00	Correct GL Accounts R6010-9016

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Journal Entry #	Link	Account #	Transaction Date	Debit	Credit	Comment
GJ15-00035	58779	(016852) 010-9510-6010-0-0000-0000-000-000-0000-0	9/9/14	760,292.99	.00	Correct GL Accounts R6010-9016
GJ15-00035	58779	(032671) 010-9510-6010-0- - - - -	9/9/14	.00	760,292.99	Correct GL Accounts R6010-9016
GJ15-00035	58779	(016859) 010-9510-6300-0-0000-0000-000-000-0000-0	9/9/14	5,660.24	.00	Correct GL Accounts R6010-9016
GJ15-00035	58779	(032826) 010-9510-6300-0- - - - -	9/9/14	.00	5,660.24	Correct GL Accounts R6010-9016
GJ15-00035	58779	(016863) 010-9510-6500-0-0000-0000-000-000-0000-0	9/9/14	968,200.57	.00	Correct GL Accounts R6010-9016
GJ15-00035	58779	(032767) 010-9510-6500-0- - - - -	9/9/14	.00	968,200.57	Correct GL Accounts R6010-9016
GJ15-00035	58779	(016864) 010-9510-6510-0-0000-0000-000-000-0000-0	9/9/14	208.22	.00	Correct GL Accounts R6010-9016
GJ15-00035	58779	(032873) 010-9510-6510-0- - - - -	9/9/14	.00	208.22	Correct GL Accounts R6010-9016
GJ15-00035	58779	(019925) 010-9510-6512-0-0000-0000-000-000-0000-0	9/9/14	5,124.00	.00	Correct GL Accounts R6010-9016
GJ15-00035	58779	(034286) 010-9510-6512-0- - - - -	9/9/14	.00	5,124.00	Correct GL Accounts R6010-9016
GJ15-00035	58779	(016872) 010-9510-7090-0-0000-0000-000-000-0000-0	9/9/14	38,752.76	.00	Correct GL Accounts R6010-9016
GJ15-00035	58779	(034297) 010-9510-7090-0- - - - -	9/9/14	.00	38,752.76	Correct GL Accounts R6010-9016
GJ15-00035	58779	(034262) 010-9510-7230-0-0000-0000-000-000-0000-0	9/9/14	148,960.92	.00	Correct GL Accounts R6010-9016
GJ15-00035	58779	(033068) 010-9510-7230-0- - - - -	9/9/14	.00	148,960.92	Correct GL Accounts R6010-9016
GJ15-00035	58779	(034263) 010-9510-7240-0-0000-0000-000-000-0000-0	9/9/14	310,645.64	.00	Correct GL Accounts R6010-9016
GJ15-00035	58779	(034281) 010-9510-7240-0- - - - -	9/9/14	.00	310,645.64	Correct GL Accounts R6010-9016
GJ15-00035	58779	(016879) 010-9510-8150-0-0000-0000-000-000-0000-0	9/9/14	79,082.07	.00	Correct GL Accounts R6010-9016
GJ15-00035	58779	(032770) 010-9510-8150-0- - - - -	9/9/14	.00	79,082.07	Correct GL Accounts R6010-9016
GJ15-00035	58779	(016880) 010-9510-9005-0-0000-0000-000-000-0000-0	9/9/14	109,389.30	.00	Correct GL Accounts R6010-9016
GJ15-00035	58779	(032779) 010-9510-9005-0- - - - -	9/9/14	.00	109,389.30	Correct GL Accounts R6010-9016
GJ15-00035	58779	(016883) 010-9510-9012-0-0000-0000-000-000-0000-0	9/9/14	601.78	.00	Correct GL Accounts R6010-9016
GJ15-00035	58779	(032791) 010-9510-9012-0- - - - -	9/9/14	.00	601.78	Correct GL Accounts R6010-9016
GJ15-00035	58779	(017627) 010-9791-6510-0-0000-0000-000-000-0000-0	9/9/14	14,094.86	.00	Correct GL Accounts R6010-9016
GJ15-00035	58779	(020061) 010-9791-6510-0- - - - -	9/9/14	.00	14,094.86	Correct GL Accounts R6010-9016
GJ15-00035	58779	(017628) 010-9791-7090-0-0000-0000-000-000-0000-0	9/9/14	1,074,750.93	.00	Correct GL Accounts R6010-9016
GJ15-00035	58779	(032715) 010-9791-7090-0- - - - -	9/9/14	.00	1,074,750.93	Correct GL Accounts R6010-9016
GJ15-00035	58779	(017632) 010-9791-7400-0-0000-0000-000-000-0000-0	9/9/14	677,411.47	.00	Correct GL Accounts R6010-9016
GJ15-00035	58779	(020082) 010-9791-7400-0- - - - -	9/9/14	.00	677,411.47	Correct GL Accounts R6010-9016
GJ15-00035	58779	(017636) 010-9791-9010-0-0000-0000-000-000-0000-0	9/9/14	.00	50.96	Correct GL Accounts R6010-9016
GJ15-00035	58779	(020091) 010-9791-9010-0- - - - -	9/9/14	50.96	.00	Correct GL Accounts R6010-9016
GJ15-00035	58779	(017638) 010-9791-9012-0-0000-0000-000-000-0000-0	9/9/14	228,097.72	.00	Correct GL Accounts R6010-9016
GJ15-00035	58779	(020097) 010-9791-9012-0- - - - -	9/9/14	.00	228,097.72	Correct GL Accounts R6010-9016
GJ15-00035	58779	(034275) 010-9791-9016-0-0000-0000-000-000-0000-0	9/9/14	1,900.00	.00	Correct GL Accounts R6010-9016
GJ15-00035	58779	(020109) 010-9791-9016-0- - - - -	9/9/14	.00	1,900.00	Correct GL Accounts R6010-9016
GJ15-00036	58847	(018100) 120-9110-0000-0-0000-0000-000-000-0000-0	9/10/14	.00	25,000.00	GL Account clean-up
GJ15-00036	58847	(020120) 120-9110-0000-0- - - - -	9/10/14	25,000.00	.00	GL Account clean-up
GJ15-00036	58847	(018103) 120-9110-6105-0-0000-0000-000-000-0000-0	9/10/14	483,829.68	.00	GL Account clean-up
GJ15-00036	58847	(020328) 120-9110-6105-0- - - - -	9/10/14	.00	483,829.68	GL Account clean-up
GJ15-00036	58847	(018104) 120-9110-6130-0-0000-0000-000-000-0000-0	9/10/14	.00	46,694.29	GL Account clean-up
GJ15-00036	58847	(020123) 120-9110-6130-0- - - - -	9/10/14	46,694.29	.00	GL Account clean-up
GJ15-00036	58847	(018106) 120-9200-6105-0-0000-0000-000-000-0000-0	9/10/14	.00	150,615.27	GL Account clean-up
GJ15-00036	58847	(032787) 120-9200-6105-0- - - - -	9/10/14	150,615.27	.00	GL Account clean-up
GJ15-00036	58847	(018117) 120-9510-6105-0-0000-0000-000-000-0000-0	9/10/14	3,888.00	.00	GL Account clean-up
GJ15-00036	58847	(032768) 120-9510-6105-0- - - - -	9/10/14	.00	3,888.00	GL Account clean-up
GJ15-00036	58847	(034290) 120-9510-6130-0-0000-0000-000-000-0000-0	9/10/14	236.00	.00	GL Account clean-up
GJ15-00036	58847	(034287) 120-9510-6130-0- - - - -	9/10/14	.00	236.00	GL Account clean-up
GJ15-00036	58847	(021556) 120-9791-6105-0-0000-0000-000-000-0000-0	9/10/14	.35	.00	GL Account clean-up
GJ15-00036	58847	(020787) 120-9791-6105-0- - - - -	9/10/14	.00	.35	GL Account clean-up

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Journal Entry #	Link	Account #	Transaction Date	Debit	Credit	Comment
GJ15-00036	58847	(018149) 120-9791-6130-0-0000-0000-000-000-0000-0	9/10/14	46,458.29	.00	GL Account clean-up
GJ15-00036	58847	(020124) 120-9791-6130-0- - - - -	9/10/14	.00	46,458.29	GL Account clean-up
GJ15-00036	58847	(021024) 130-9110-0000-0-0000-0000-000-000-0000-0	9/10/14	.00	1,900,000.00	GL Account clean-up
GJ15-00036	58847	(020762) 130-9110-0000-0- - - - -	9/10/14	1,900,000.00	.00	GL Account clean-up
GJ15-00036	58847	(018865) 130-9110-5310-0-0000-0000-000-000-0000-0	9/10/14	3,482,984.07	.00	GL Account clean-up
GJ15-00036	58847	(020320) 130-9110-5310-0- - - - -	9/10/14	.00	3,482,984.07	GL Account clean-up
GJ15-00036	58847	(022012) 130-9110-5370-0-0000-0000-000-000-0000-0	9/10/14	1,002.90	.00	GL Account clean-up
GJ15-00036	58847	(021038) 130-9110-5370-0- - - - -	9/10/14	.00	1,002.90	GL Account clean-up
GJ15-00036	58847	(022538) 130-9110-5370-1-0000-0000-000-000-0000-0	9/10/14	1,833.10	.00	GL Account clean-up
GJ15-00036	58847	(021820) 130-9110-5370-1- - - - -	9/10/14	.00	1,833.10	GL Account clean-up
GJ15-00036	58847	(018871) 130-9200-5310-0-0000-0000-000-000-0000-0	9/10/14	.00	1,392,665.66	GL Account clean-up
GJ15-00036	58847	(032807) 130-9200-5310-0- - - - -	9/10/14	1,392,665.66	.00	GL Account clean-up
GJ15-00036	58847	(018879) 130-9320-5310-0-0000-0000-000-000-0000-0	9/10/14	.00	55,880.56	GL Account clean-up
GJ15-00036	58847	(020319) 130-9320-5310-0- - - - -	9/10/14	55,880.56	.00	GL Account clean-up
GJ15-00036	58847	(018880) 130-9510-5310-0-0000-0000-000-000-0000-0	9/10/14	54,961.67	.00	GL Account clean-up
GJ15-00036	58847	(032769) 130-9510-5310-0- - - - -	9/10/14	.00	54,961.67	GL Account clean-up
GJ15-00036	58847	(018924) 130-9791-5310-0-0000-0000-000-000-0000-0	9/10/14	50,969.53	.00	GL Account clean-up
GJ15-00036	58847	(019959) 130-9791-5310-0- - - - -	9/10/14	.00	50,969.53	GL Account clean-up
GJ15-00036	58847	(019029) 140-9110-9010-0-0000-0000-000-000-0000-0	9/10/14	.00	188,221.97	GL Account clean-up
GJ15-00036	58847	(020126) 140-9110-9010-0- - - - -	9/10/14	188,221.97	.00	GL Account clean-up
GJ15-00036	58847	(034276) 140-9200-9010-0-0000-0000-000-000-0000-0	9/10/14	.00	191.14	GL Account clean-up
GJ15-00036	58847	(034285) 140-9200-9010-0- - - - -	9/10/14	191.14	.00	GL Account clean-up
GJ15-00036	58847	(034277) 140-9510-9010-0-0000-0000-000-000-0000-0	9/10/14	9,040.51	.00	GL Account clean-up
GJ15-00036	58847	(034279) 140-9510-9010-0- - - - -	9/10/14	.00	9,040.51	GL Account clean-up
GJ15-00036	58847	(034278) 140-9791-9010-0-0000-0000-000-000-0000-0	9/10/14	170,107.77	.00	GL Account clean-up
GJ15-00036	58847	(020127) 140-9791-9010-0- - - - -	9/10/14	.00	170,107.77	GL Account clean-up
GJ15-00036	58847	(019150) 211-9110-9010-0-0000-0000-000-000-0000-0	9/10/14	.00	3,491,378.80	GL Account clean-up
GJ15-00036	58847	(020129) 211-9110-9010-0- - - - -	9/10/14	3,491,378.80	.00	GL Account clean-up
GJ15-00036	58847	(019151) 211-9200-9010-0-0000-0000-000-000-0000-0	9/10/14	.00	2,721.51	GL Account clean-up
GJ15-00036	58847	(034058) 211-9200-9010-0- - - - -	9/10/14	2,721.51	.00	GL Account clean-up
GJ15-00036	58847	(019156) 211-9510-9010-0-0000-0000-000-000-0000-0	9/10/14	103,246.75	.00	GL Account clean-up
GJ15-00036	58847	(034280) 211-9510-9010-0- - - - -	9/10/14	.00	103,246.75	GL Account clean-up
GJ15-00036	58847	(019175) 211-9791-9010-0-0000-0000-000-000-0000-0	9/10/14	80,375.19	.00	GL Account clean-up
GJ15-00036	58847	(020130) 211-9791-9010-0- - - - -	9/10/14	.00	80,375.19	GL Account clean-up
GJ15-00036	58847	(019277) 212-9110-9010-0-0000-0000-000-000-0000-0	9/10/14	.00	8,435,102.49	GL Account clean-up
GJ15-00036	58847	(020132) 212-9110-9010-0- - - - -	9/10/14	8,435,102.49	.00	GL Account clean-up
GJ15-00036	58847	(019278) 212-9200-9010-0-0000-0000-000-000-0000-0	9/10/14	.00	7,603.86	GL Account clean-up
GJ15-00036	58847	(034057) 212-9200-9010-0- - - - -	9/10/14	7,603.86	.00	GL Account clean-up
GJ15-00036	58847	(019279) 212-9201-9010-0-0000-0000-000-000-0000-0	9/10/14	.00	74,853.00	GL Account clean-up
GJ15-00036	58847	(020984) 212-9201-9010-0- - - - -	9/10/14	74,853.00	.00	GL Account clean-up
GJ15-00036	58847	(019284) 212-9510-9010-0-0000-0000-000-000-0000-0	9/10/14	1,298,140.38	.00	GL Account clean-up
GJ15-00036	58847	(032821) 212-9510-9010-0- - - - -	9/10/14	.00	1,298,140.38	GL Account clean-up
GJ15-00036	58847	(019297) 212-9791-9010-0-0000-0000-000-000-0000-0	9/10/14	7,221,073.52	.00	GL Account clean-up
GJ15-00036	58847	(020133) 212-9791-9010-0- - - - -	9/10/14	.00	7,221,073.52	GL Account clean-up
GJ15-00036	58847	(019313) 213-9110-9010-0-0000-0000-000-000-0000-0	9/10/14	.00	35,231,629.91	GL Account clean-up
GJ15-00036	58847	(020135) 213-9110-9010-0- - - - -	9/10/14	35,231,629.91	.00	GL Account clean-up
GJ15-00036	58847	(019314) 213-9200-9010-0-0000-0000-000-000-0000-0	9/10/14	.00	16,487.17	GL Account clean-up
GJ15-00036	58847	(034064) 213-9200-9010-0- - - - -	9/10/14	16,487.17	.00	GL Account clean-up

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Journal Entry #	Link	Account #	Transaction Date	Debit	Credit	Comment
GJ15-00036	58847	(019320) 213-9510-9010-0-0000-0000-000-000-0000-0	9/10/14	453,390.05	.00	GL Account clean-up
GJ15-00036	58847	(032824) 213-9510-9010-0- - - - -	9/10/14	.00	453,390.05	GL Account clean-up
GJ15-00036	58847	(019331) 213-9791-9010-0-0000-0000-000-000-0000-0	9/10/14	38,125,798.12	.00	GL Account clean-up
GJ15-00036	58847	(020136) 213-9791-9010-0- - - - -	9/10/14	.00	38,125,798.12	GL Account clean-up
GJ15-00036	58847	(019616) 251-9110-9010-0-0000-0000-000-000-0000-0	9/10/14	.00	7,135,829.77	GL Account clean-up
GJ15-00036	58847	(020141) 251-9110-9010-0- - - - -	9/10/14	7,135,829.77	.00	GL Account clean-up
GJ15-00036	58847	(019617) 251-9200-9010-0-0000-0000-000-000-0000-0	9/10/14	.00	5,522.23	GL Account clean-up
GJ15-00036	58847	(033067) 251-9200-9010-0- - - - -	9/10/14	5,522.23	.00	GL Account clean-up
GJ15-00036	58847	(019624) 251-9510-9010-0-0000-0000-000-000-0000-0	9/10/14	594,557.38	.00	GL Account clean-up
GJ15-00036	58847	(032820) 251-9510-9010-0- - - - -	9/10/14	.00	594,557.38	GL Account clean-up
GJ15-00036	58847	(019636) 251-9791-9010-0-0000-0000-000-000-0000-0	9/10/14	6,538,573.63	.00	GL Account clean-up
GJ15-00036	58847	(020142) 251-9791-9010-0- - - - -	9/10/14	.00	6,538,573.63	GL Account clean-up
GJ15-00036	58847	(019654) 350-9110-7710-0-0000-0000-000-000-0000-0	9/10/14	.00	266,192.02	GL Account clean-up
GJ15-00036	58847	(020147) 350-9110-7710-0- - - - -	9/10/14	266,192.02	.00	GL Account clean-up
GJ15-00036	58847	(019656) 350-9200-7710-0-0000-0000-000-000-0000-0	9/10/14	.00	198.29	GL Account clean-up
GJ15-00036	58847	(034065) 350-9200-7710-0- - - - -	9/10/14	198.29	.00	GL Account clean-up
GJ15-00036	58847	(019665) 350-9791-7710-0-0000-0000-000-000-0000-0	9/10/14	266,611.41	.00	GL Account clean-up
GJ15-00036	58847	(020148) 350-9791-7710-0- - - - -	9/10/14	.00	266,611.41	GL Account clean-up
GJ15-00036	58847	(019682) 510-9110-9010-0-0000-0000-000-000-0000-0	9/10/14	.00	3,462,550.93	GL Account clean-up
GJ15-00036	58847	(020150) 510-9110-9010-0- - - - -	9/10/14	3,462,550.93	.00	GL Account clean-up
GJ15-00036	58847	(019683) 510-9200-9010-0-0000-0000-000-000-0000-0	9/10/14	.00	2,195.61	GL Account clean-up
GJ15-00036	58847	(034063) 510-9200-9010-0- - - - -	9/10/14	2,195.61	.00	GL Account clean-up
GJ15-00036	58847	(019691) 510-9791-9010-0-0000-0000-000-000-0000-0	9/10/14	3,466,389.25	.00	GL Account clean-up
GJ15-00036	58847	(020151) 510-9791-9010-0- - - - -	9/10/14	.00	3,466,389.25	GL Account clean-up
GJ15-00036	58847	(019709) 511-9110-9010-0-0000-0000-000-000-0000-0	9/10/14	.00	2,097,863.90	GL Account clean-up
GJ15-00036	58847	(020153) 511-9110-9010-0- - - - -	9/10/14	2,097,863.90	.00	GL Account clean-up
GJ15-00036	58847	(019710) 511-9200-9010-0-0000-0000-000-000-0000-0	9/10/14	.00	1,411.60	GL Account clean-up
GJ15-00036	58847	(034062) 511-9200-9010-0- - - - -	9/10/14	1,411.60	.00	GL Account clean-up
GJ15-00036	58847	(019717) 511-9791-9010-0-0000-0000-000-000-0000-0	9/10/14	2,100,543.25	.00	GL Account clean-up
GJ15-00036	58847	(020154) 511-9791-9010-0- - - - -	9/10/14	.00	2,100,543.25	GL Account clean-up
GJ15-00036	58847	(019735) 512-9110-9010-0-0000-0000-000-000-0000-0	9/10/14	.00	3,585,760.39	GL Account clean-up
GJ15-00036	58847	(020156) 512-9110-9010-0- - - - -	9/10/14	3,585,760.39	.00	GL Account clean-up
GJ15-00036	58847	(019736) 512-9200-9010-0-0000-0000-000-000-0000-0	9/10/14	.00	2,324.91	GL Account clean-up
GJ15-00036	58847	(034061) 512-9200-9010-0- - - - -	9/10/14	2,324.91	.00	GL Account clean-up
GJ15-00036	58847	(019759) 513-9110-9010-0-0000-0000-000-000-0000-0	9/10/14	.00	1,031,095.28	GL Account clean-up
GJ15-00036	58847	(020159) 513-9110-9010-0- - - - -	9/10/14	1,031,095.28	.00	GL Account clean-up
GJ15-00036	58847	(019760) 513-9200-9010-0-0000-0000-000-000-0000-0	9/10/14	.00	577.01	GL Account clean-up
GJ15-00036	58847	(034060) 513-9200-9010-0- - - - -	9/10/14	577.01	.00	GL Account clean-up
GJ15-00036	58847	(019766) 513-9791-9010-0-0000-0000-000-000-0000-0	9/10/14	1,032,166.93	.00	GL Account clean-up
GJ15-00036	58847	(020160) 513-9791-9010-0- - - - -	9/10/14	.00	1,032,166.93	GL Account clean-up
GJ15-00036	58847	(019778) 710-9110-9010-0-0000-0000-000-000-0000-0	9/10/14	.00	2,136,006.99	GL Account clean-up
GJ15-00036	58847	(020165) 710-9110-9010-0- - - - -	9/10/14	2,136,006.99	.00	GL Account clean-up
GJ15-00036	58847	(019779) 710-9200-9010-0-0000-0000-000-000-0000-0	9/10/14	.00	3,354.73	GL Account clean-up
GJ15-00036	58847	(034059) 710-9200-9010-0- - - - -	9/10/14	3,354.73	.00	GL Account clean-up
GJ15-00036	58847	(019789) 710-9791-9010-0-0000-0000-000-000-0000-0	9/10/14	7,194,464.18	.00	GL Account clean-up
GJ15-00036	58847	(020166) 710-9791-9010-0- - - - -	9/10/14	.00	7,194,464.18	GL Account clean-up
GJ15-00037	58856	(021038) 130-9110-5370-0- - - - -	9/10/14	.00	255,981.68	Correct GL Accounts
GJ15-00037	58856	(021820) 130-9110-5370-1- - - - -	9/10/14	255,981.68	.00	Correct GL Accounts

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GJ15-00037	58856	(032724) 130-9791-5370-1-	9/10/14	.00	255,981.68	Correct GL Accounts
GJ15-00037	58856	(032723) 130-9791-5370-0-	9/10/14	255,981.68	.00	Correct GL Accounts
GJ15-00039	59600	(020132) 212-9110-9010-0-	9/12/14	.00	18,497.38	GJ14-00344 Clr Due To/Due From-to clr 12/13 Liabilities
GJ15-00039	59600	(033082) 212-9611-9010-0-	9/12/14	18,497.38	.00	GJ14-00344 Clr Due To/Due From-to clr 12/13 Liabilities
GJ15-00039	59600	(020135) 213-9110-9010-0-	9/12/14	18,497.38	.00	GJ14-00344 Clr Due To/Due From-to clr 12/13 Liabilities
GJ15-00039	59600	(033080) 213-9311-9010-0-	9/12/14	.00	18,497.38	GJ14-00344 Clr Due To/Due From-to clr 12/13 Liabilities
GJ15-00040	59601	(020132) 212-9110-9010-0-	9/12/14	.00	9,600.10	Gj14-00348 Clr DueTo/DueFrom-to clr PY 12/13 Liab
GJ15-00040	59601	(033082) 212-9611-9010-0-	9/12/14	9,600.10	.00	Gj14-00348 Clr DueTo/DueFrom-to clr PY 12/13 Liab
GJ15-00040	59601	(020135) 213-9110-9010-0-	9/12/14	9,600.10	.00	Gj14-00348 Clr DueTo/DueFrom-to clr PY 12/13 Liab
GJ15-00040	59601	(033080) 213-9311-9010-0-	9/12/14	.00	9,600.10	Gj14-00348 Clr DueTo/DueFrom-to clr PY 12/13 Liab
GJ15-00041	59602	(020132) 212-9110-9010-0-	9/12/14	9,600.10	.00	GJ14-00349 Clr DueTo/DueFrom PY 2012/13 Correction
GJ15-00041	59602	(033082) 212-9611-9010-0-	9/12/14	.00	9,600.10	GJ14-00349 Clr DueTo/DueFrom PY 2012/13 Correction
GJ15-00041	59602	(020135) 213-9110-9010-0-	9/12/14	.00	9,600.10	GJ14-00349 Clr DueTo/DueFrom PY 2012/13 Correction
GJ15-00041	59602	(033080) 213-9311-9010-0-	9/12/14	9,600.10	.00	GJ14-00349 Clr DueTo/DueFrom PY 2012/13 Correction
GJ15-00042	59607	(020132) 212-9110-9010-0-	9/12/14	.00	3,600.00	GJ14-00409 Clr DueTo/DueFrom-Fees related to Measure L
GJ15-00042	59607	(033082) 212-9611-9010-0-	9/12/14	3,600.00	.00	GJ14-00409 Clr DueTo/DueFrom-Fees related to Measure L
GJ15-00042	59607	(020135) 213-9110-9010-0-	9/12/14	3,600.00	.00	GJ14-00409 Clr DueTo/DueFrom-Fees related to Measure L
GJ15-00042	59607	(033080) 213-9311-9010-0-	9/12/14	.00	3,600.00	GJ14-00409 Clr DueTo/DueFrom-Fees related to Measure L
GJ15-00043	59608	(020132) 212-9110-9010-0-	9/12/14	.00	2,110.00	GJ14-00410 Clr DueTo/Due From-move Exp to Fund 212
GJ15-00043	59608	(033082) 212-9611-9010-0-	9/12/14	2,110.00	.00	GJ14-00410 Clr DueTo/Due From-move Exp to Fund 212
GJ15-00043	59608	(020135) 213-9110-9010-0-	9/12/14	2,110.00	.00	GJ14-00410 Clr DueTo/Due From-move Exp to Fund 212
GJ15-00043	59608	(033080) 213-9311-9010-0-	9/12/14	.00	2,110.00	GJ14-00410 Clr DueTo/Due From-move Exp to Fund 212
GJ15-00044	59609	(020132) 212-9110-9010-0-	9/12/14	.00	14,978.02	GJ14-00411 Clr DueTo/DueFrom Fund 212 Expenses
GJ15-00044	59609	(033082) 212-9611-9010-0-	9/12/14	14,978.02	.00	GJ14-00411 Clr DueTo/DueFrom Fund 212 Expenses
GJ15-00044	59609	(020135) 213-9110-9010-0-	9/12/14	14,978.02	.00	GJ14-00411 Clr DueTo/DueFrom Fund 212 Expenses
GJ15-00044	59609	(033080) 213-9311-9010-0-	9/12/14	.00	14,978.02	GJ14-00411 Clr DueTo/DueFrom Fund 212 Expenses
GJ15-00045	59621	(020132) 212-9110-9010-0-	9/12/14	.00	38,274.19	GJ14-00488 Clr DueTo/DueFrom - Driff Proj 2 to 212
GJ15-00045	59621	(033082) 212-9611-9010-0-	9/12/14	38,274.19	.00	GJ14-00488 Clr DueTo/DueFrom - Driff Proj 2 to 212
GJ15-00045	59621	(020135) 213-9110-9010-0-	9/12/14	38,274.19	.00	GJ14-00488 Clr DueTo/DueFrom - Driff Proj 2 to 212
GJ15-00045	59621	(033080) 213-9311-9010-0-	9/12/14	.00	38,274.19	GJ14-00488 Clr DueTo/DueFrom - Driff Proj 2 to 212
GJ15-00046	59622	(020129) 211-9110-9010-0-	9/12/14	2,445.63	.00	GJ14-00489 Clr DueTo/DueFrom Driff Proj 2 to 212
GJ15-00046	59622	(034130) 211-9311-9010-0-	9/12/14	.00	2,445.63	GJ14-00489 Clr DueTo/DueFrom Driff Proj 2 to 212
GJ15-00046	59622	(020132) 212-9110-9010-0-	9/12/14	.00	2,445.63	GJ14-00489 Clr DueTo/DueFrom Driff Proj 2 to 212
GJ15-00046	59622	(033082) 212-9611-9010-0-	9/12/14	2,445.63	.00	GJ14-00489 Clr DueTo/DueFrom Driff Proj 2 to 212
GJ15-00047	59451	(016175) 010-8290-3061-0-0000-0000-000-0000-0	9/12/14	.00	25,582.15	Post Deferred Revenue
GJ15-00047	59451	(016178) 010-8290-3110-0-0000-0000-000-330-MEES-0	9/12/14	.00	247.22	Post Deferred Revenue
GJ15-00047	59451	(016192) 010-8290-4201-0-0000-0000-000-320-0000-0	9/12/14	.00	4,124.94	Post Deferred Revenue
GJ15-00047	59451	(034164) 010-9650-3061-0- - - - -	9/12/14	25,582.15	.00	Post Deferred Revenue
GJ15-00047	59451	(034153) 010-9650-3110-0-0000-0000-000-0000-0	9/12/14	247.22	.00	Post Deferred Revenue
GJ15-00047	59451	(034127) 010-9650-4201-0- - - - -	9/12/14	4,124.94	.00	Post Deferred Revenue
GJ15-00048	59671	(020129) 211-9110-9010-0-	9/15/14	.00	17,440.75	Clr PY DueTo/DueFrom 2012/13 Liability P121301
GJ15-00048	59671	(034137) 211-9611-9010-0-	9/15/14	17,440.75	.00	Clr PY DueTo/DueFrom 2012/13 Liability P121301
GJ15-00048	59671	(020135) 213-9110-9010-0-	9/15/14	17,440.75	.00	Clr PY DueTo/DueFrom 2012/13 Liability P121301
GJ15-00048	59671	(033080) 213-9311-9010-0-	9/15/14	.00	17,440.75	Clr PY DueTo/DueFrom 2012/13 Liability P121301
GJ15-00049	59728	(001962) 010-1330-3010-0-0000-2100-300-910-0120-3	9/15/14	.00	5,412.52	Ronit Driver_reverse JE# PR15-00024
GJ15-00049	59728	(001964) 010-1330-4035-0-0000-2100-300-910-0120-3	9/15/14	5,412.52	.00	Ronit Driver_reverse JE# PR15-00024
GJ15-00049	59728	(026404) 010-3101-3010-0-0000-2100-300-910-0120-3	9/15/14	.00	480.65	Ronit Driver_reverse JE# PR15-00024
GJ15-00049	59728	(026412) 010-3101-4035-0-0000-2100-300-910-0120-3	9/15/14	480.65	.00	Ronit Driver_reverse JE# PR15-00024

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Journal Entry #	Link	Account #	Transaction Date	Debit	Credit	Comment
GJ15-00049	59728	(026406) 010-3301-3010-0-0000-2100-300-910-0120-3	9/15/14	.00	78.47	Ronit Driver_reverse JE# PR15-00024
GJ15-00049	59728	(026414) 010-3301-4035-0-0000-2100-300-910-0120-3	9/15/14	78.47	.00	Ronit Driver_reverse JE# PR15-00024
GJ15-00049	59728	(026407) 010-3401-3010-0-0000-2100-300-910-0120-3	9/15/14	.00	398.49	Ronit Driver_reverse JE# PR15-00024
GJ15-00049	59728	(026415) 010-3401-4035-0-0000-2100-300-910-0120-3	9/15/14	398.49	.00	Ronit Driver_reverse JE# PR15-00024
GJ15-00049	59728	(026408) 010-3501-3010-0-0000-2100-300-910-0120-3	9/15/14	.00	2.66	Ronit Driver_reverse JE# PR15-00024
GJ15-00049	59728	(026416) 010-3501-4035-0-0000-2100-300-910-0120-3	9/15/14	2.66	.00	Ronit Driver_reverse JE# PR15-00024
GJ15-00049	59728	(026409) 010-3601-3010-0-0000-2100-300-910-0120-3	9/15/14	.00	177.62	Ronit Driver_reverse JE# PR15-00024
GJ15-00049	59728	(026417) 010-3601-4035-0-0000-2100-300-910-0120-3	9/15/14	177.62	.00	Ronit Driver_reverse JE# PR15-00024
GJ15-00049	59728	(026410) 010-3701-3010-0-0000-2100-300-910-0120-3	9/15/14	.00	124.46	Ronit Driver_reverse JE# PR15-00024
GJ15-00049	59728	(026418) 010-3701-4035-0-0000-2100-300-910-0120-3	9/15/14	124.46	.00	Ronit Driver_reverse JE# PR15-00024
GJ15-00049	59728	(026411) 010-3751-3010-0-0000-2100-300-910-0120-3	9/15/14	.00	32.47	Ronit Driver_reverse JE# PR15-00024
GJ15-00049	59728	(026419) 010-3751-4035-0-0000-2100-300-910-0120-3	9/15/14	32.47	.00	Ronit Driver_reverse JE# PR15-00024
GJ15-00049	59728	(020321) 010-9110-3010-0- - - - -	9/15/14	6,707.34	.00	Ronit Driver_reverse JE# PR15-00024
GJ15-00049	59728	(020323) 010-9110-4035-0- - - - -	9/15/14	.00	6,707.34	Ronit Driver_reverse JE# PR15-00024
GJ15-00050	59852	(019119) 211-6274-9010-0-0000-8500-038-630-0000-0	9/16/14	.00	10,157.50	P15-00325 J&H Engineering - Driff Storm Water
GJ15-00050	59852	(020129) 211-9110-9010-0- - - - -	9/16/14	10,157.50	.00	P15-00325 J&H Engineering - Driff Storm Water
GJ15-00050	59852	(034221) 213-6274-9010-0-0000-8500-038-600-0002-0	9/16/14	10,157.50	.00	P15-00325 J&H Engineering - Driff Storm Water
GJ15-00050	59852	(020135) 213-9110-9010-0- - - - -	9/16/14	.00	10,157.50	P15-00325 J&H Engineering - Driff Storm Water
GJ15-00051	60102	(013509) 010-4300-0000-0-0000-7150-006-100-0020-0	9/16/14	.00	109.65	Correction to JE links 56130, 56133, 56135
GJ15-00051	60102	(013509) 010-4300-0000-0-0000-7150-006-100-0020-0	9/16/14	.00	132.11	Correction to JE links 56130, 56133, 56135
GJ15-00051	60102	(013509) 010-4300-0000-0-0000-7150-006-100-0020-0	9/16/14	.00	113.54	Correction to JE links 56130, 56133, 56135
GJ15-00051	60102	(034531) 010-5755-0000-0-0000-7150-006-100-0020-0	9/16/14	109.65	.00	Correction to JE links 56130, 56133, 56135
GJ15-00051	60102	(034531) 010-5755-0000-0-0000-7150-006-100-0020-0	9/16/14	132.11	.00	Correction to JE links 56130, 56133, 56135
GJ15-00051	60102	(034531) 010-5755-0000-0-0000-7150-006-100-0020-0	9/16/14	113.54	.00	Correction to JE links 56130, 56133, 56135
GJ15-00052	60428	(015301) 010-5712-9012-0-1110-1000-032-032-0093-9	9/17/14	143.81	.00	District Field Trip 9/8/14
GJ15-00052	60428	(022855) 010-5712-0000-0-0000-3600-003-000-0000-0	9/17/14	.00	143.81	District Field Trip 9/8/14
GJ15-00052	60428	(019994) 010-9110-0000-0- - - - -	9/17/14	143.81	.00	District Field Trip 9/8/14
GJ15-00052	60428	(020096) 010-9110-9012-0- - - - -	9/17/14	.00	143.81	District Field Trip 9/8/14
GJ15-00053	61359	(007243) 010-3402-0000-0-0000-7110-001-100-0010-0	9/23/14	512.00	.00	HW cost,July&Aug 2014,Duff,Morrison,Barba,Robles-Solis
GJ15-00053	61359	(019794) 010-9110- - - - -	9/23/14	512.00	.00	HW cost,July&Aug 2014,Duff,Morrison,Barba,Robles-Solis
GJ15-00053	61359	(019994) 010-9110-0000-0- - - - -	9/23/14	.00	512.00	HW cost,July&Aug 2014,Duff,Morrison,Barba,Robles-Solis
GJ15-00053	61359	(022617) 010-9534- - - - -	9/23/14	.00	512.00	HW cost,July&Aug 2014,Duff,Morrison,Barba,Robles-Solis
GJ15-00054	61047	(015421) 010-5725-0001-0-1110-1000-057-057-0000-0	9/22/14	288.02	.00	Publication Recharges August 2014
GJ15-00054	61047	(015413) 010-5725-0001-0-1110-1000-048-048-0000-0	9/22/14	85.50	.00	Publication Recharges August 2014
GJ15-00054	61047	(015406) 010-5725-0001-0-1110-1000-036-036-0000-0	9/22/14	45.00	.00	Publication Recharges August 2014
GJ15-00054	61047	(015408) 010-5725-0001-0-1110-1000-040-040-0000-0	9/22/14	61.18	.00	Publication Recharges August 2014
GJ15-00054	61047	(015409) 010-5725-0001-0-1110-1000-041-041-0000-0	9/22/14	596.90	.00	Publication Recharges August 2014
GJ15-00054	61047	(033820) 010-5725-5811-0-1110-1000-041-340-0000-0	9/22/14	439.53	.00	Publication Recharges August 2014
GJ15-00054	61047	(015410) 010-5725-0001-0-1110-1000-042-042-0000-0	9/22/14	558.90	.00	Publication Recharges August 2014
GJ15-00054	61047	(015412) 010-5725-0001-0-1110-1000-046-046-0000-0	9/22/14	80.00	.00	Publication Recharges August 2014
GJ15-00054	61047	(015414) 010-5725-0001-0-1110-1000-050-050-0000-0	9/22/14	346.65	.00	Publication Recharges August 2014
GJ15-00054	61047	(015415) 010-5725-0001-0-1110-1000-051-051-0000-0	9/22/14	7,027.94	.00	Publication Recharges August 2014
GJ15-00054	61047	(015501) 010-5725-0790-0-4760-1000-053-053-0000-0	9/22/14	142.00	.00	Publication Recharges August 2014
GJ15-00054	61047	(015418) 010-5725-0001-0-1110-1000-054-054-0000-0	9/22/14	274.71	.00	Publication Recharges August 2014
GJ15-00054	61047	(015416) 010-5725-0001-0-1110-1000-052-052-0000-0	9/22/14	2.75	.00	Publication Recharges August 2014
GJ15-00054	61047	(015503) 010-5725-0790-0-4760-1000-055-055-0000-0	9/22/14	435.05	.00	Publication Recharges August 2014
GJ15-00054	61047	(015424) 010-5725-0001-0-1110-1000-066-066-0000-0	9/22/14	478.00	.00	Publication Recharges August 2014
GJ15-00054	61047	(015422) 010-5725-0001-0-1110-1000-058-058-0000-0	9/22/14	589.18	.00	Publication Recharges August 2014

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GJ15-00054	61047	(015447) 010-5725-3010-0-1110-1000-058-058-0000-0	9/22/14	1,628.96	.00	Publication Recharges August 2014
GJ15-00054	61047	(015423) 010-5725-0001-0-1110-1000-060-060-0000-0	9/22/14	28.45	.00	Publication Recharges August 2014
GJ15-00054	61047	(015405) 010-5725-0001-0-1110-1000-032-032-0000-0	9/22/14	40.00	.00	Publication Recharges August 2014
GJ15-00054	61047	(015365) 010-5725-0000-0-0000-7150-006-100-0020-0	9/22/14	23,259.23	.00	Publication Recharges August 2014
GJ15-00054	61047	(015372) 010-5725-0000-0-0000-7400-006-200-0030-0	9/22/14	85.56	.00	Publication Recharges August 2014
GJ15-00054	61047	(015371) 010-5725-0000-0-0000-7400-001-210-0690-0	9/22/14	279.20	.00	Publication Recharges August 2014
GJ15-00054	61047	(015381) 010-5725-0000-0-1110-1000-001-300-0060-0	9/22/14	44.40	.00	Publication Recharges August 2014
GJ15-00054	61047	(015428) 010-5725-3010-0-1110-1000-001-300-0000-0	9/22/14	15,513.89	.00	Publication Recharges August 2014
GJ15-00054	61047	(015488) 010-5725-0790-0-4760-1000-001-330-0000-0	9/22/14	24,480.10	.00	Publication Recharges August 2014
GJ15-00054	61047	(015517) 010-5725-9005-0-0001-2100-001-335-ONFL-0	9/22/14	22.20	.00	Publication Recharges August 2014
GJ15-00054	61047	(015484) 010-5725-6500-0-5001-2100-001-380-0260-0	9/22/14	414.40	.00	Publication Recharges August 2014
GJ15-00054	61047	(023148) 010-5725-6500-0-5750-1110-059-380-0260-0	9/22/14	327.00	.00	Publication Recharges August 2014
GJ15-00054	61047	(015366) 010-5725-0000-0-0000-7200-001-600-0310-0	9/22/14	1,534.70	.00	Publication Recharges August 2014
GJ15-00054	61047	(015367) 010-5725-0000-0-0000-7200-001-600-0700-0	9/22/14	159.40	.00	Publication Recharges August 2014
GJ15-00054	61047	(015370) 010-5725-0000-0-0000-7390-001-610-0700-0	9/22/14	142.00	.00	Publication Recharges August 2014
GJ15-00054	61047	(015426) 010-5725-0009-0-0000-7200-200-610-0000-0	9/22/14	1,257.17	.00	Publication Recharges August 2014
GJ15-00054	61047	(015375) 010-5725-0000-0-0000-7550-001-000-0730-0	9/22/14	.00	80,667.97	Publication Recharges August 2014
GJ15-00054	61047	(019994) 010-9110-0000-0- - - - -	9/22/14	55,163.48	.00	Publication Recharges August 2014
GJ15-00054	61047	(019997) 010-9110-0001-0- - - - -	9/22/14	.00	10,503.18	Publication Recharges August 2014
GJ15-00054	61047	(020327) 010-9110-0009-0- - - - -	9/22/14	.00	1,257.17	Publication Recharges August 2014
GJ15-00054	61047	(023193) 010-9110-0790-0- - - - -	9/22/14	.00	25,057.15	Publication Recharges August 2014
GJ15-00054	61047	(020321) 010-9110-3010-0- - - - -	9/22/14	.00	17,142.85	Publication Recharges August 2014
GJ15-00054	61047	(022371) 010-9110-5811-0- - - - -	9/22/14	.00	439.53	Publication Recharges August 2014
GJ15-00054	61047	(020057) 010-9110-6500-0- - - - -	9/22/14	.00	741.40	Publication Recharges August 2014
GJ15-00054	61047	(020326) 010-9110-9005-0- - - - -	9/22/14	.00	22.20	Publication Recharges August 2014
GJ15-00055	61382	(021701) 010-8699-0000-0-0000-0000-000-610-IPAD-0	9/23/14	19.00	.00	Correction to Ipad Insurance revenue
GJ15-00055	61382	(034912) 010-8699-0150-0-0000-0000-000-000-0000-0	9/23/14	.00	19.00	Correction to Ipad Insurance revenue
GJ15-00055	61382	(021701) 010-8699-0000-0-0000-0000-000-610-IPAD-0	9/23/14	610.00	.00	Correction to Ipad Insurance revenue
GJ15-00055	61382	(034912) 010-8699-0150-0-0000-0000-000-000-0000-0	9/23/14	.00	610.00	Correction to Ipad Insurance revenue
GJ15-00055	61382	(021701) 010-8699-0000-0-0000-0000-000-610-IPAD-0	9/23/14	1,470.00	.00	Correction to Ipad Insurance revenue
GJ15-00055	61382	(034912) 010-8699-0150-0-0000-0000-000-000-0000-0	9/23/14	.00	1,470.00	Correction to Ipad Insurance revenue
GJ15-00055	61382	(021701) 010-8699-0000-0-0000-0000-000-610-IPAD-0	9/23/14	920.00	.00	Correction to Ipad Insurance revenue
GJ15-00055	61382	(034912) 010-8699-0150-0-0000-0000-000-000-0000-0	9/23/14	.00	920.00	Correction to Ipad Insurance revenue
GJ15-00055	61382	(021701) 010-8699-0000-0-0000-0000-000-610-IPAD-0	9/23/14	880.00	.00	Correction to Ipad Insurance revenue
GJ15-00055	61382	(034912) 010-8699-0150-0-0000-0000-000-000-0000-0	9/23/14	.00	880.00	Correction to Ipad Insurance revenue
GJ15-00055	61382	(021701) 010-8699-0000-0-0000-0000-000-610-IPAD-0	9/23/14	760.00	.00	Correction to Ipad Insurance revenue
GJ15-00055	61382	(034912) 010-8699-0150-0-0000-0000-000-000-0000-0	9/23/14	.00	760.00	Correction to Ipad Insurance revenue
GJ15-00055	61382	(021701) 010-8699-0000-0-0000-0000-000-610-IPAD-0	9/23/14	1,130.00	.00	Correction to Ipad Insurance revenue
GJ15-00055	61382	(034912) 010-8699-0150-0-0000-0000-000-000-0000-0	9/23/14	.00	1,130.00	Correction to Ipad Insurance revenue
GJ15-00055	61382	(021701) 010-8699-0000-0-0000-0000-000-610-IPAD-0	9/23/14	1,290.00	.00	Correction to Ipad Insurance revenue
GJ15-00055	61382	(034912) 010-8699-0150-0-0000-0000-000-000-0000-0	9/23/14	.00	1,290.00	Correction to Ipad Insurance revenue
GJ15-00055	61382	(021701) 010-8699-0000-0-0000-0000-000-610-IPAD-0	9/23/14	350.00	.00	Correction to Ipad Insurance revenue
GJ15-00055	61382	(034912) 010-8699-0150-0-0000-0000-000-000-0000-0	9/23/14	.00	350.00	Correction to Ipad Insurance revenue
GJ15-00055	61382	(021701) 010-8699-0000-0-0000-0000-000-610-IPAD-0	9/23/14	44.00	.00	Correction to Ipad Insurance revenue
GJ15-00055	61382	(034912) 010-8699-0150-0-0000-0000-000-000-0000-0	9/23/14	.00	44.00	Correction to Ipad Insurance revenue
GJ15-00055	61382	(021701) 010-8699-0000-0-0000-0000-000-610-IPAD-0	9/23/14	1,180.00	.00	Correction to Ipad Insurance revenue
GJ15-00055	61382	(034912) 010-8699-0150-0-0000-0000-000-000-0000-0	9/23/14	.00	1,180.00	Correction to Ipad Insurance revenue
GJ15-00055	61382	(021701) 010-8699-0000-0-0000-0000-000-610-IPAD-0	9/23/14	1,100.00	.00	Correction to Ipad Insurance revenue

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GJ15-00055	61382	(034912) 010-8699-0150-0-0000-0000-000-000-0000-0	9/23/14	.00	1,100.00	Correction to Ipad Insurance revenue
GJ15-00055	61382	(021701) 010-8699-0000-0-0000-0000-000-610-IPAD-0	9/23/14	1,280.00	.00	Correction to Ipad Insurance revenue
GJ15-00055	61382	(034912) 010-8699-0150-0-0000-0000-000-000-0000-0	9/23/14	.00	1,280.00	Correction to Ipad Insurance revenue
GJ15-00055	61382	(021701) 010-8699-0000-0-0000-0000-000-610-IPAD-0	9/23/14	930.00	.00	Correction to Ipad Insurance revenue
GJ15-00055	61382	(034912) 010-8699-0150-0-0000-0000-000-000-0000-0	9/23/14	.00	930.00	Correction to Ipad Insurance revenue
GJ15-00055	61382	(021701) 010-8699-0000-0-0000-0000-000-610-IPAD-0	9/23/14	620.00	.00	Correction to Ipad Insurance revenue
GJ15-00055	61382	(034912) 010-8699-0150-0-0000-0000-000-000-0000-0	9/23/14	.00	620.00	Correction to Ipad Insurance revenue
GJ15-00055	61382	(021701) 010-8699-0000-0-0000-0000-000-610-IPAD-0	9/23/14	190.00	.00	Correction to Ipad Insurance revenue
GJ15-00055	61382	(034912) 010-8699-0150-0-0000-0000-000-000-0000-0	9/23/14	.00	190.00	Correction to Ipad Insurance revenue
GJ15-00055	61382	(021701) 010-8699-0000-0-0000-0000-000-610-IPAD-0	9/23/14	1,990.00	.00	Correction to Ipad Insurance revenue
GJ15-00055	61382	(034912) 010-8699-0150-0-0000-0000-000-000-0000-0	9/23/14	.00	1,990.00	Correction to Ipad Insurance revenue
GJ15-00055	61382	(034912) 010-8699-0150-0-0000-0000-000-000-0000-0	9/23/14	.00	1,960.00	Correction to Ipad Insurance revenue
GJ15-00055	61382	(021701) 010-8699-0000-0-0000-0000-000-610-IPAD-0	9/23/14	1,960.00	.00	Correction to Ipad Insurance revenue
GJ15-00055	61382	(019994) 010-9110-0000-0- - - - -	9/23/14	.00	16,723.00	Correction to Ipad Insurance revenue
GJ15-00055	61382	(034910) 010-9110-0150-0- - - - -	9/23/14	16,723.00	.00	Correction to Ipad Insurance revenue
GJ15-00056	61423	(015420) 010-5725-0001-0-1110-1000-056-056-0000-0	9/24/14	795.88	.00	Publications Recharges August 2014
GJ15-00056	61423	(015375) 010-5725-0000-0-0000-7550-001-000-0730-0	9/24/14	.00	795.88	Publications Recharges August 2014
GJ15-00056	61423	(019994) 010-9110-0000-0- - - - -	9/24/14	795.88	.00	Publications Recharges August 2014
GJ15-00056	61423	(019997) 010-9110-0001-0- - - - -	9/24/14	.00	795.88	Publications Recharges August 2014
GJ15-00057	61443	(021840) 130-2213-5370-1-0000-3700-050-640-0000-0	9/24/14	33.57	.00	Aug PR Adj - Move to Proj Yr 0/Rodriguez & Perez
GJ15-00057	61443	(021072) 130-2213-5370-0-0000-3700-050-640-0000-0	9/24/14	.00	33.57	Aug PR Adj - Move to Proj Yr 0/Rodriguez & Perez
GJ15-00057	61443	(021872) 130-2213-5370-1-0000-3700-058-640-0000-0	9/24/14	19.32	.00	Aug PR Adj - Move to Proj Yr 0/Rodriguez & Perez
GJ15-00057	61443	(021105) 130-2213-5370-0-0000-3700-058-640-0000-0	9/24/14	.00	19.32	Aug PR Adj - Move to Proj Yr 0/Rodriguez & Perez
GJ15-00057	61443	(021842) 130-3202-5370-1-0000-3700-050-640-0000-0	9/24/14	3.95	.00	Aug PR Adj - Move to Proj Yr 0/Rodriguez & Perez
GJ15-00057	61443	(021074) 130-3202-5370-0-0000-3700-050-640-0000-0	9/24/14	.00	3.95	Aug PR Adj - Move to Proj Yr 0/Rodriguez & Perez
GJ15-00057	61443	(021874) 130-3202-5370-1-0000-3700-058-640-0000-0	9/24/14	2.27	.00	Aug PR Adj - Move to Proj Yr 0/Rodriguez & Perez
GJ15-00057	61443	(021107) 130-3202-5370-0-0000-3700-058-640-0000-0	9/24/14	.00	2.27	Aug PR Adj - Move to Proj Yr 0/Rodriguez & Perez
GJ15-00057	61443	(021843) 130-3302-5370-1-0000-3700-050-640-0000-0	9/24/14	2.57	.00	Aug PR Adj - Move to Proj Yr 0/Rodriguez & Perez
GJ15-00057	61443	(021075) 130-3302-5370-0-0000-3700-050-640-0000-0	9/24/14	.00	2.57	Aug PR Adj - Move to Proj Yr 0/Rodriguez & Perez
GJ15-00057	61443	(021875) 130-3302-5370-1-0000-3700-058-640-0000-0	9/24/14	1.48	.00	Aug PR Adj - Move to Proj Yr 0/Rodriguez & Perez
GJ15-00057	61443	(021108) 130-3302-5370-0-0000-3700-058-640-0000-0	9/24/14	.00	1.48	Aug PR Adj - Move to Proj Yr 0/Rodriguez & Perez
GJ15-00057	61443	(021845) 130-3502-5370-1-0000-3700-050-640-0000-0	9/24/14	.02	.00	Aug PR Adj - Move to Proj Yr 0/Rodriguez & Perez
GJ15-00057	61443	(021077) 130-3502-5370-0-0000-3700-050-640-0000-0	9/24/14	.00	.02	Aug PR Adj - Move to Proj Yr 0/Rodriguez & Perez
GJ15-00057	61443	(021877) 130-3502-5370-1-0000-3700-058-640-0000-0	9/24/14	.01	.00	Aug PR Adj - Move to Proj Yr 0/Rodriguez & Perez
GJ15-00057	61443	(021110) 130-3502-5370-0-0000-3700-058-640-0000-0	9/24/14	.00	.01	Aug PR Adj - Move to Proj Yr 0/Rodriguez & Perez
GJ15-00057	61443	(021846) 130-3602-5370-1-0000-3700-050-640-0000-0	9/24/14	1.10	.00	Aug PR Adj - Move to Proj Yr 0/Rodriguez & Perez
GJ15-00057	61443	(021078) 130-3602-5370-0-0000-3700-050-640-0000-0	9/24/14	.00	1.10	Aug PR Adj - Move to Proj Yr 0/Rodriguez & Perez
GJ15-00057	61443	(021878) 130-3602-5370-1-0000-3700-058-640-0000-0	9/24/14	.63	.00	Aug PR Adj - Move to Proj Yr 0/Rodriguez & Perez
GJ15-00057	61443	(021111) 130-3602-5370-0-0000-3700-058-640-0000-0	9/24/14	.00	.63	Aug PR Adj - Move to Proj Yr 0/Rodriguez & Perez
GJ15-00057	61443	(021038) 130-9110-5370-0- - - - -	9/24/14	64.92	.00	Aug PR Adj - Move to Proj Yr 0/Rodriguez & Perez
GJ15-00057	61443	(021820) 130-9110-5370-1- - - - -	9/24/14	.00	64.92	Aug PR Adj - Move to Proj Yr 0/Rodriguez & Perez
GJ15-00058	61461	(021038) 130-9110-5370-0- - - - -	9/24/14	.00	.40	FFVP Correct Accounts
GJ15-00058	61461	(021820) 130-9110-5370-1- - - - -	9/24/14	.40	.00	FFVP Correct Accounts
GJ15-00058	61461	(022566) 130-9535-5370-1-0000-0000-000-000-0000-0	9/24/14	.00	.40	FFVP Correct Accounts
GJ15-00058	61461	(022010) 130-9535-5370-0-0000-0000-000-000-0000-0	9/24/14	.40	.00	FFVP Correct Accounts
GJ15-00059	62589	(013611) 010-4300-0001-0-0000-2700-058-058-0000-0	9/30/14	.00	642.21	correction to account. district covered.
GJ15-00059	62589	(013539) 010-4300-0000-0-1110-1000-001-600-0310-0	9/30/14	642.21	.00	correction to account. district covered.
GJ15-00059	62589	(019994) 010-9110-0000-0- - - - -	9/30/14	.00	642.21	correction to account. district covered.

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GJ15-00059	62589	(019997) 010-9110-0001-0- - - - -	9/30/14	642.21	.00	correction to account. district covered.
GJ15-00060	62599	(001309) 010-1101-6500-0-5750-1110-001-910-0260-1	9/30/14	.00	850.50	2013/14 Private School Expense Trsfr
GJ15-00060	62599	(035020) 010-1101-3311-0-5750-1110-001-910-0000-1	9/30/14	850.50	.00	2013/14 Private School Expense Trsfr
GJ15-00060	62599	(001316) 010-1101-6500-0-5770-1190-001-910-0280-1	9/30/14	.00	491.88	2013/14 Private School Expense Trsfr
GJ15-00060	62599	(035085) 010-1101-3311-0-5770-1190-001-910-0000-1	9/30/14	491.88	.00	2013/14 Private School Expense Trsfr
GJ15-00060	62599	(034827) 010-1221-0000-0-0000-3120-380-910-0210-2	9/30/14	.00	463.16	2013/14 Private School Expense Trsfr
GJ15-00060	62599	(035057) 010-1221-3311-0-5001-3120-380-910-0000-2	9/30/14	463.16	.00	2013/14 Private School Expense Trsfr
GJ15-00060	62599	(001995) 010-1331-6500-0-5001-2100-380-910-0000-3	9/30/14	.00	318.78	2013/14 Private School Expense Trsfr
GJ15-00060	62599	(035029) 010-1331-3311-0-5001-2100-380-910-0000-3	9/30/14	318.78	.00	2013/14 Private School Expense Trsfr
GJ15-00060	62599	(001994) 010-1901-6500-0-5001-2100-001-910-0210-2	9/30/14	.00	432.00	2013/14 Private School Expense Trsfr
GJ15-00060	62599	(035066) 010-1901-3311-0-5001-2100-380-910-0000-2	9/30/14	432.00	.00	2013/14 Private School Expense Trsfr
GJ15-00060	62599	(002852) 010-2421-6500-0-5001-2100-380-910-0000-5	9/30/14	.00	98.10	2013/14 Private School Expense Trsfr
GJ15-00060	62599	(035046) 010-2421-3311-0-5001-2100-380-910-0000-5	9/30/14	98.10	.00	2013/14 Private School Expense Trsfr
GJ15-00060	62599	(003978) 010-3101-6500-0-5750-1110-001-910-0260-1	9/30/14	.00	70.17	2013/14 Private School Expense Trsfr
GJ15-00060	62599	(035038) 010-3101-3311-0-5750-1110-001-910-0000-1	9/30/14	70.17	.00	2013/14 Private School Expense Trsfr
GJ15-00060	62599	(026420) 010-3101-6500-0-5001-2100-380-910-0000-3	9/30/14	.00	26.30	2013/14 Private School Expense Trsfr
GJ15-00060	62599	(035030) 010-3101-3311-0-5001-2100-380-910-0000-3	9/30/14	26.30	.00	2013/14 Private School Expense Trsfr
GJ15-00060	62599	(034828) 010-3101-0000-0-0000-3120-380-910-0210-2	9/30/14	.00	38.21	2013/14 Private School Expense Trsfr
GJ15-00060	62599	(035058) 010-3101-3311-0-5001-3120-380-910-0000-2	9/30/14	38.21	.00	2013/14 Private School Expense Trsfr
GJ15-00060	62599	(024422) 010-3101-6500-0-5001-2100-001-910-0210-2	9/30/14	.00	35.64	2013/14 Private School Expense Trsfr
GJ15-00060	62599	(035067) 010-3101-3311-0-5001-2100-380-910-0000-2	9/30/14	35.64	.00	2013/14 Private School Expense Trsfr
GJ15-00060	62599	(004001) 010-3101-6500-0-5770-1190-001-910-0280-1	9/30/14	.00	40.58	2013/14 Private School Expense Trsfr
GJ15-00060	62599	(035086) 010-3101-3311-0-5770-1190-001-910-0000-1	9/30/14	40.58	.00	2013/14 Private School Expense Trsfr
GJ15-00060	62599	(027178) 010-3202-6500-0-5001-2100-380-910-0000-5	9/30/14	.00	11.22	2013/14 Private School Expense Trsfr
GJ15-00060	62599	(035048) 010-3202-3311-0-5001-2100-380-910-0000-5	9/30/14	11.22	.00	2013/14 Private School Expense Trsfr
GJ15-00060	62599	(005742) 010-3301-6500-0-5750-1110-001-910-0260-1	9/30/14	.00	12.33	2013/14 Private School Expense Trsfr
GJ15-00060	62599	(035040) 010-3301-3311-0-5750-1110-001-910-0000-1	9/30/14	12.33	.00	2013/14 Private School Expense Trsfr
GJ15-00060	62599	(026422) 010-3301-6500-0-5001-2100-380-910-0000-3	9/30/14	.00	4.62	2013/14 Private School Expense Trsfr
GJ15-00060	62599	(035032) 010-3301-3311-0-5001-2100-380-910-0000-3	9/30/14	4.62	.00	2013/14 Private School Expense Trsfr
GJ15-00060	62599	(034830) 010-3301-0000-0-0000-3120-380-910-0210-2	9/30/14	.00	6.71	2013/14 Private School Expense Trsfr
GJ15-00060	62599	(035060) 010-3301-3311-0-5001-3120-380-910-0000-2	9/30/14	6.71	.00	2013/14 Private School Expense Trsfr
GJ15-00060	62599	(024424) 010-3301-6500-0-5001-2100-001-910-0210-2	9/30/14	.00	6.26	2013/14 Private School Expense Trsfr
GJ15-00060	62599	(035069) 010-3301-3311-0-5001-2100-380-910-0000-2	9/30/14	6.26	.00	2013/14 Private School Expense Trsfr
GJ15-00060	62599	(005764) 010-3301-6500-0-5770-1190-001-910-0280-1	9/30/14	.00	7.13	2013/14 Private School Expense Trsfr
GJ15-00060	62599	(035088) 010-3301-3311-0-5770-1190-001-910-0000-1	9/30/14	7.13	.00	2013/14 Private School Expense Trsfr
GJ15-00060	62599	(027179) 010-3302-6500-0-5001-2100-380-910-0000-5	9/30/14	.00	7.50	2013/14 Private School Expense Trsfr
GJ15-00060	62599	(035049) 010-3302-3311-0-5001-2100-380-910-0000-5	9/30/14	7.50	.00	2013/14 Private School Expense Trsfr
GJ15-00060	62599	(008111) 010-3501-6500-0-5750-1110-001-910-0260-1	9/30/14	.00	.43	2013/14 Private School Expense Trsfr
GJ15-00060	62599	(035042) 010-3501-3311-0-5750-1110-001-910-0000-1	9/30/14	.43	.00	2013/14 Private School Expense Trsfr
GJ15-00060	62599	(026424) 010-3501-6500-0-5001-2100-380-910-0000-3	9/30/14	.00	.16	2013/14 Private School Expense Trsfr
GJ15-00060	62599	(035034) 010-3501-3311-0-5001-2100-380-910-0000-3	9/30/14	.16	.00	2013/14 Private School Expense Trsfr
GJ15-00060	62599	(034832) 010-3501-0000-0-0000-3120-380-910-0210-2	9/30/14	.00	.23	2013/14 Private School Expense Trsfr
GJ15-00060	62599	(035062) 010-3501-3311-0-5001-3120-380-910-0000-2	9/30/14	.23	.00	2013/14 Private School Expense Trsfr
GJ15-00060	62599	(024426) 010-3501-6500-0-5001-2100-001-910-0210-2	9/30/14	.00	.22	2013/14 Private School Expense Trsfr
GJ15-00060	62599	(035071) 010-3501-3311-0-5001-2100-380-910-0000-2	9/30/14	.22	.00	2013/14 Private School Expense Trsfr
GJ15-00060	62599	(008135) 010-3501-6500-0-5770-1190-001-910-0280-1	9/30/14	.00	.25	2013/14 Private School Expense Trsfr
GJ15-00060	62599	(035090) 010-3501-3311-0-5770-1190-001-910-0000-1	9/30/14	.25	.00	2013/14 Private School Expense Trsfr
GJ15-00060	62599	(027181) 010-3502-6500-0-5001-2100-380-910-0000-5	9/30/14	.00	.05	2013/14 Private School Expense Trsfr

OXNARD SCHOOL DISTRICT
Expenditure Transfer Report
#14-02 September 1, 2014 - September 30,2014

Journal Entry #	Link	Account #	Transaction Date	Debit	Credit	Comment
GJ15-00060	62599	(035051) 010-3502-3311-0-5001-2100-380-910-0000-5	9/30/14	.05	.00	2013/14 Private School Expense Trsfr
GJ15-00060	62599	(009764) 010-3601-6500-0-5750-1110-001-910-0260-1	9/30/14	.00	30.13	2013/14 Private School Expense Trsfr
GJ15-00060	62599	(035043) 010-3601-3311-0-5750-1110-001-910-0000-1	9/30/14	30.13	.00	2013/14 Private School Expense Trsfr
GJ15-00060	62599	(026425) 010-3601-6500-0-5001-2100-380-910-0000-3	9/30/14	.00	11.29	2013/14 Private School Expense Trsfr
GJ15-00060	62599	(035035) 010-3601-3311-0-5001-2100-380-910-0000-3	9/30/14	11.29	.00	2013/14 Private School Expense Trsfr
GJ15-00060	62599	(034833) 010-3601-0000-0-0000-3120-380-910-0210-2	9/30/14	.00	16.41	2013/14 Private School Expense Trsfr
GJ15-00060	62599	(035063) 010-3601-3311-0-5001-3120-380-910-0000-2	9/30/14	16.41	.00	2013/14 Private School Expense Trsfr
GJ15-00060	62599	(024427) 010-3601-6500-0-5001-2100-001-910-0210-2	9/30/14	.00	15.31	2013/14 Private School Expense Trsfr
GJ15-00060	62599	(035072) 010-3601-3311-0-5001-2100-380-910-0000-2	9/30/14	15.31	.00	2013/14 Private School Expense Trsfr
GJ15-00060	62599	(009789) 010-3601-6500-0-5770-1190-001-910-0280-1	9/30/14	.00	17.43	2013/14 Private School Expense Trsfr
GJ15-00060	62599	(035091) 010-3601-3311-0-5770-1190-001-910-0000-1	9/30/14	17.43	.00	2013/14 Private School Expense Trsfr
GJ15-00060	62599	(027182) 010-3602-6500-0-5001-2100-380-910-0000-5	9/30/14	.00	3.48	2013/14 Private School Expense Trsfr
GJ15-00060	62599	(035052) 010-3602-3311-0-5001-2100-380-910-0000-5	9/30/14	3.48	.00	2013/14 Private School Expense Trsfr
GJ15-00060	62599	(011857) 010-3751-6500-0-5750-1110-001-910-0260-1	9/30/14	.00	5.10	2013/14 Private School Expense Trsfr
GJ15-00060	62599	(035045) 010-3751-3311-0-5750-1110-001-910-0000-1	9/30/14	5.10	.00	2013/14 Private School Expense Trsfr
GJ15-00060	62599	(026427) 010-3751-6500-0-5001-2100-380-910-0000-3	9/30/14	.00	1.92	2013/14 Private School Expense Trsfr
GJ15-00060	62599	(035037) 010-3751-3311-0-5001-2100-380-910-0000-3	9/30/14	1.92	.00	2013/14 Private School Expense Trsfr
GJ15-00060	62599	(034835) 010-3751-0000-0-0000-3120-380-910-0210-2	9/30/14	.00	2.78	2013/14 Private School Expense Trsfr
GJ15-00060	62599	(035065) 010-3751-3311-0-5001-3120-380-910-0000-2	9/30/14	2.78	.00	2013/14 Private School Expense Trsfr
GJ15-00060	62599	(024429) 010-3751-6500-0-5001-2100-001-910-0210-2	9/30/14	.00	2.59	2013/14 Private School Expense Trsfr
GJ15-00060	62599	(035074) 010-3751-3311-0-5001-2100-380-910-0000-2	9/30/14	2.59	.00	2013/14 Private School Expense Trsfr
GJ15-00060	62599	(011867) 010-3751-6500-0-5770-1190-001-910-0280-1	9/30/14	.00	2.95	2013/14 Private School Expense Trsfr
GJ15-00060	62599	(035093) 010-3751-3311-0-5770-1190-001-910-0000-1	9/30/14	2.95	.00	2013/14 Private School Expense Trsfr
GJ15-00060	62599	(027184) 010-3752-6500-0-5001-2100-380-910-0000-5	9/30/14	.00	.59	2013/14 Private School Expense Trsfr
GJ15-00060	62599	(035054) 010-3752-3311-0-5001-2100-380-910-0000-5	9/30/14	.59	.00	2013/14 Private School Expense Trsfr
GJ15-00060	62599	(013733) 010-4300-6500-0-5001-3120-001-380-0210-0	9/30/14	.00	432.25	2013/14 Private School Expense Trsfr
GJ15-00060	62599	(035056) 010-4300-3311-0-5001-3120-001-380-0000-0	9/30/14	432.25	.00	2013/14 Private School Expense Trsfr
GJ15-00060	62599	(015484) 010-5725-6500-0-5001-2100-001-380-0260-0	9/30/14	.00	721.00	2013/14 Private School Expense Trsfr
GJ15-00060	62599	(035055) 010-5725-3311-0-5001-2100-001-380-0000-0	9/30/14	721.00	.00	2013/14 Private School Expense Trsfr
GJ15-00060	62599	(019994) 010-9110-0000-0- - - - -	9/30/14	527.50	.00	2013/14 Private School Expense Trsfr
GJ15-00060	62599	(020822) 010-9110-3311-0- - - - -	9/30/14	.00	4,185.66	2013/14 Private School Expense Trsfr
GJ15-00060	62599	(020057) 010-9110-6500-0- - - - -	9/30/14	3,658.16	.00	2013/14 Private School Expense Trsfr
GJ15-00061	62600	(016485) 010-8990-3310-0-5001-0000-000-000-0000-0	9/30/14	4,185.66	.00	13/14 Private School Funding from 3310 to 3311
GJ15-00061	62600	(016486) 010-8990-3311-0-5001-0000-000-000-0000-0	9/30/14	.00	4,185.66	13/14 Private School Funding from 3310 to 3311
GJ15-00061	62600	(020322) 010-9110-3310-0- - - - -	9/30/14	.00	4,185.66	13/14 Private School Funding from 3310 to 3311
GJ15-00061	62600	(020822) 010-9110-3311-0- - - - -	9/30/14	4,185.66	.00	13/14 Private School Funding from 3310 to 3311
GJ15-00062	62615	(029372) 120-3102-6105-0-0001-1000-054-335-0000-0	9/30/14	95.60	.00	Expense Transfer to Prek Opt 0000
GJ15-00062	62615	(017732) 120-3102-6105-0-0001-1000-054-335-0C30-0	9/30/14	.00	95.60	Expense Transfer to Prek Opt 0000
GJ15-00062	62615	(029377) 120-3102-6105-0-0001-1000-059-335-0000-0	9/30/14	34.43	.00	Expense Transfer to Prek Opt 0000
GJ15-00062	62615	(017738) 120-3102-6105-0-0001-1000-059-335-0C30-0	9/30/14	.00	34.43	Expense Transfer to Prek Opt 0000
GJ15-00062	62615	(029376) 120-3202-6105-0-0001-1000-059-335-0000-0	9/30/14	66.66	.00	Expense Transfer to Prek Opt 0000
GJ15-00062	62615	(017765) 120-3202-6105-0-0001-1000-059-335-0C30-0	9/30/14	.00	66.66	Expense Transfer to Prek Opt 0000
GJ15-00062	62615	(029382) 120-3202-6105-0-0001-2100-001-335-0000-0	9/30/14	41.60	.00	Expense Transfer to Prek Opt 0000
GJ15-00062	62615	(017769) 120-3202-6105-0-0001-2100-001-335-0C30-0	9/30/14	.00	41.60	Expense Transfer to Prek Opt 0000
GJ15-00062	62615	(029370) 120-3302-6105-0-0001-1000-054-335-0000-0	9/30/14	76.50	.00	Expense Transfer to Prek Opt 0000
GJ15-00062	62615	(017800) 120-3302-6105-0-0001-1000-054-335-0C30-0	9/30/14	.00	76.50	Expense Transfer to Prek Opt 0000
GJ15-00062	62615	(029375) 120-3302-6105-0-0001-1000-059-335-0000-0	9/30/14	113.32	.00	Expense Transfer to Prek Opt 0000
GJ15-00062	62615	(017806) 120-3302-6105-0-0001-1000-059-335-0C30-0	9/30/14	.00	113.32	Expense Transfer to Prek Opt 0000

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#14-02 September 1, 2014 - September 30,2014

Journal Entry #	Link	Account #	Transaction Date	Debit	Credit	Comment
GJ15-00062	62615	(029381) 120-3302-6105-0-0001-2100-001-335-0000-0	9/30/14	103.16	.00	Expense Transfer to Prek Opt 0000
GJ15-00062	62615	(017810) 120-3302-6105-0-0001-2100-001-335-0C30-0	9/30/14	.00	103.16	Expense Transfer to Prek Opt 0000
GJ15-00062	62615	(029373) 120-3502-6105-0-0001-1000-054-335-0000-0	9/30/14	.93	.00	Expense Transfer to Prek Opt 0000
GJ15-00062	62615	(017863) 120-3502-6105-0-0001-1000-054-335-0C30-0	9/30/14	.00	.93	Expense Transfer to Prek Opt 0000
GJ15-00062	62615	(029378) 120-3502-6105-0-0001-1000-059-335-0000-0	9/30/14	.90	.00	Expense Transfer to Prek Opt 0000
GJ15-00062	62615	(017869) 120-3502-6105-0-0001-1000-059-335-0C30-0	9/30/14	.00	.90	Expense Transfer to Prek Opt 0000
GJ15-00062	62615	(029384) 120-3502-6105-0-0001-2100-001-335-0000-0	9/30/14	.68	.00	Expense Transfer to Prek Opt 0000
GJ15-00062	62615	(017873) 120-3502-6105-0-0001-2100-001-335-0C30-0	9/30/14	.00	.68	Expense Transfer to Prek Opt 0000
GJ15-00062	62615	(029374) 120-3602-6105-0-0001-1000-054-335-0000-0	9/30/14	61.44	.00	Expense Transfer to Prek Opt 0000
GJ15-00062	62615	(017904) 120-3602-6105-0-0001-1000-054-335-0C30-0	9/30/14	.00	61.44	Expense Transfer to Prek Opt 0000
GJ15-00062	62615	(029379) 120-3602-6105-0-0001-1000-059-335-0000-0	9/30/14	58.94	.00	Expense Transfer to Prek Opt 0000
GJ15-00062	62615	(017910) 120-3602-6105-0-0001-1000-059-335-0C30-0	9/30/14	.00	58.94	Expense Transfer to Prek Opt 0000
GJ15-00062	62615	(029385) 120-3602-6105-0-0001-2100-001-335-0000-0	9/30/14	44.26	.00	Expense Transfer to Prek Opt 0000
GJ15-00062	62615	(017914) 120-3602-6105-0-0001-2100-001-335-0C30-0	9/30/14	.00	44.26	Expense Transfer to Prek Opt 0000

Board Agenda Item

NAME OF CONTRIBUTOR: Jonathan Koch **DATE OF MEETING:** October 15, 2014

STUDY SESSION	_____
CLOSED SESSION	_____
SECTION A: PRELIMINARY	_____
SECTION B: HEARINGS	_____
SECTION C: CONSENT	X
SECTION D: ACTION	_____
SECTION E: REPORTS/DISCUSSION	_____
SECTION F: BOARD POLICIES	1 st Reading _____ 2 nd Reading _____

TITLE: Establish/Abolish/Increase/Reduce Hours of Position

DESCRIPTION OF AGENDA ITEM:

Establish

a five hour, 185 day Child Nutrition Worker, position number 6626, to be established at Sierra Linda school. This position will be established due to the increase in meal serving.

a five hour, 185 day Child Nutrition Worker, position number 6627, to be established in the department of Child Nutrition Services. This position will be established due to the increase in meal serving.

Increase

a five and a half hour, 183 day Paraeducator II bilingual, position number 966, to be increased to five hours and forty five minutes in the Pupil Services department. This position will be increased to meet the needs of our students.

a three hour, 185 day Child Nutrition Worker, position number 2176, to be increased to five and a half hours at Ritcheen school. This position will be increased due to the increase in meal serving.

a three hour, 185 day Child Nutrition Worker, position number 1704, to be increased to five hours at McKinna school. This position will be increased due to the increase in meal serving.

FISCAL IMPACT:

Cost for Child Nutrition Worker-\$35,079 Cafeteria
Cost for Paraeducator II-\$969 Special Ed
Cost for Child Nutrition Worker-\$8,761 Cafeteria
Cost for Child Nutrition Worker-\$7,009 Cafeteria

RECOMMENDATION:

Approve the establishment and increase, of positions, as presented

ADDITIONAL MATERIAL(S): None

Board Agenda Item

NAME OF CONTRIBUTOR: Jesus Vaca/Jonathan Koch **DATE OF MEETING:** October 15, 2014

STUDY SESSION _____
CLOSED SESSION _____
SECTION A: PRELIMINARY _____
SECTION B: HEARINGS _____
SECTION C: CONSENT _____ **X** _____
SECTION D: ACTION _____
SECTION E: REPORTS/DISCUSSION _____
SECTION F: BOARD POLICIES 1st Reading _____ 2nd Reading _____

TITLE: Personnel Actions (Vaca/Koch)

DESCRIPTION OF AGENDA ITEM:

The attached are recommended personnel actions presented to the Board of Trustees for consideration. The salary placement for the individuals employed will be in accordance with salary regulations of the district. Personnel actions include: New Hires, transfers, pay changes, layoffs, recall from layoffs, resignations, retirements, and leave of absence.

RECOMMENDATION:

Approve the Personnel Actions, as presented.

ADDITIONAL MATERIAL(S):

Classified Personnel Actions
Certificated Personnel Actions

CERTIFICATED PERSONNEL

Listed below are recommended certificated personnel actions presented for consideration by the Board of Trustees. The salaries for the individuals employed will be determined in accordance with salary regulations of the District.

NEW HIRES

Ashleigh Arias	School Counselor, Brekke	September 29, 2014
Patricia Bentley	Resource Specialist, Haydock	September 29, 2014
Elizabeth Cervantes	School Counselor, Lemonwood	September 18, 2014
Heather Chamberlin-Scholle	School Counselor, Soria	September 29, 2014
Viviana Cortez	Teacher, K Support, Harrington	September 29, 2014
Charles R. Fennell	Teacher, Science, Kamala	September 29, 2014
Michaela Gerber	Teacher, 3 SEI, Rose Avenue	September 26, 2014
Amudha Gouttumukkala	Teacher, Science, Drifill	September 16, 2014
John Guillen	Teacher, Physical Education, Soria	September 15, 2014
Kendra Hammond	Teacher, 4/5 combo, Elm	October 10, 2014
Rana Kalaj	Teacher, Mathematics, Haydock	September 15, 2014
Susana Luna Gamez	School Counselor, Sierra Linda	September 15, 2014
Maria E. Nava	Teacher, 3 TBE, Rose Avenue	October 13, 2014
Adam Nielson	Teacher, Physical Education, Kamala	September 4, 2014
Lori Romero	Teacher, K Support, Rose Avenue	September 26, 2014
Rojelio Solis	Teacher, 6 SEI, Frank	September 23, 2014
Marie Sagrado	School Nurse, Pupil Services	October 20, 2014
Bonnie Sussman	Teacher, K TBE Support, Rose Ave.	October 6, 2014
Monica Vallejo	School Nurse, Pupil Services	October 3, 2014
Christina Loveall	Substitute Teacher	2014/2015 School Year
Ramiro Mares	Substitute Teacher	2014/2015 School Year
Katherine Tso	Substitute Teacher	2014/2015 School Year
Holly Valdivia	Substitute Teacher	2014/2015 School Year

Intervention Services Provider (less than 20 hours per week not to exceed 75% or 135 days a year)

Alex Arevalo	Harrington School	October 2, 2014
Maria C. Ayala	Harrington School	September 16, 2014
Katie Norton	Brekke School	October 6, 2014
Danielle Ramey	Chavez School	September 30, 2014

RETIREMENT

Venita Kay Barmore	Teacher, Sp. Education M/S, Marshall	October 3, 2014
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RESIGNATION

Cynthia D. Garcia	Teacher, 5 SEI, Curren	September 30, 2014
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CLASSIFIED PERSONNEL ACTIONS

New Hire

Alcantar, Jessica	Secretary (B), Position #6416 Ed. Services 8.0 hrs./246 days	9/24/2014
Gomez-Castro, Guadalupe	Intermediate School Secretary (B), Position #6241 Chavez 8.0 hrs./192 days	9/29/2014
Gomez-Romero, Brenda	Paraeducator II (B), Position #6451 Pupil Services 5.75 hrs./183 days	9/29/2014
Naranjo, Antonio	Intermediate School Secretary (B), Position #6245 Curren 8.0 hrs./192 days	9/29/2014
Ramirez Jr., Randolph	Health Care Technician, Position #2693 Pupil Services 7.0 hrs./183 days	9/22/2014

Limited Term

Arana, Veronica	Paraeducator	9/15/2014
Macht, Keith	Custodian	8/21/2014
Ornales de Martinez, Xochil	Paraeducator	9/18/2014
Reyes, Michael	Custodian	8/21/2014
Salgado-Mojica, Alejandro	Custodian	8/21/2014
Salgado, Rodrigo	Custodian	9/16/2014
Valencia, Christian	Custodian	8/21/2014
Zamarripa, Juan	Custodian	9/16/2014

Exempt

Alvara, Vanessa	Campus Assistant	9/8/2014
Cruz, Sally	Campus Assistant	9/5/2014
Garcia, Gabriel	Campus Assistant	9/22/2014
Haughton, Beverly	Campus Assistant	8/9/2014
Hernandez, Christina	Campus Assistant	9/26/2014
Lara, Vannesa	Campus Assistant	9/5/2014
Leon, Adrian	Campus Assistant	9/8/2014
Leon, Christian	Campus Assistant	9/8/2014
Madrigal, Mayra	Campus Assistant	9/2/2014
Medel, Stephanie	Campus Assistant	9/22/2014
Mohorko, Edgar	Campus Assistant	8/20/2014
Ochoa, Brenda	Campus Assistant	9/5/2014
Ochoa, Rafael	Campus Assistant	9/24/2014
Perez, Eyrán	Campus Assistant	9/26/2014
Ramirez, Brenda	Campus Assistant	9/15/2014
Rodriguez, Devora	Campus Assistant	9/8/2014
Roque, Ernest	Campus Assistant	9/23/2014
Roque, Yosis	Campus Assistant	9/10/2014
Sheppard, Devon	Campus Assistant	9/26/2014
Vizcanino, Salvador	Campus Assistant	9/8/2014

Promotion

Cacho, Solanch	Paraeducator II (B), Position #628 & 629 Pupil Services 5.75 hrs./183 days Preschool Assistant (B), Position #2578 NfL 3.0 hrs./183 days	10/1/2014
Hernandez, Miguel	Maintenance Worker II, Position #829 Facilities 8.0 hrs./246 days Grounds Maintenance Worker I, Position #1173 Facilities 8.0 hrs./246 days	9/23/2014

Increase in Hours

Jones, Cynthia	Paraeducator III, Position #1628 Pupil Services 5.75 hrs./183 days	9/25/2014
Lawton, Marcela	Paraeducator III, Position #1628 Pupil Services 5.0 hrs./183 days Paraeducator III, Position #1951 Pupil Services 5.75 hrs./183 days Paraeducator III, Position #1951 Pupil Services 5.5 hrs./183 days	9/23/2014

Transfer

Peralta, Ramona	Preschool Assistant (B), Position #2663 Rose Ave. 3.0 hrs./183 days Preschool Assistant (B), Position #2666 Rose Ave. 3.0 hrs./183 days	9/29/2014
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Resignation

Cash, Kenneth	Site Technology Technician, Position #2507 Fremont 8.0 hrs./192 days	9/30/2014
Herrera, Adriana	Paraeducator II (B), Position #6177 Pupil Services 5.75 hrs./183 days	10/4/2014
Rodriguez, Lizette	Outreach Specialist (B), Position #2566 Marina West 8.0 hrs./180 days	9/30/2014

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 10/15/14

STUDY SESSION _____
CLOSED SESSION _____
SECTION A: PRELIMINARY _____
SECTION B: HEARINGS _____
SECTION C: CONSENT _____
SECTION D: ACTION X _____
SECTION E: REPORTS/DISCUSSION _____
SECTION F: BOARD POLICIES 1ST Reading _____ 2nd Reading _____

REQUEST FOR APPROVAL OF RESOLUTION #14-13 – AUTHORIZING GENERAL OBLIGATION BONDS, ELECTION OF 2012, SERIES C (Cline/Penanhoat)

The Administration will present for consideration for approval Resolution #14-13, which will authorize the issuance of the District’s Election of 2012, General Obligation Bonds, Series C (the “Series C Bonds”).

On November 6, 2012, pursuant to the provisions of the “Safer Schools, Smaller Classes and Financial Accountability Act” enacted by the voters of the State of California (“Proposition 39”), voters in the Oxnard School District authorized the District to issue general obligation bonds in the aggregate maximum principal amount of \$90,000,000 (the “2012 Bond Authorization”) to finance certain school improvements described in the project list (the “Project List”) included in the bond measure.

In December of 2012, the District issued a first series of bonds pursuant to the 2012 Bond Authorization in the aggregate principal amount of \$18,390,000 designated as the Election of 2012, General Obligation Bonds, Series A (the “Series A Bonds”). All of the proceeds of the Series A Bonds have been expended or committed under contracts and will be paid and expended within the next several months. In May 2013, the District issued a second series of bonds pursuant to the 2012 Bond Authorization in the aggregate principal amount of \$25,500,000 designated as the Election of 2012, General Obligation Bonds, Series B (the “Series B Bonds”). Approximately \$6,705,670 of the proceeds of the Series B Bonds remain available. However, the District anticipates expenditures of approximately \$22,000,000 during the next eighteen months and approximately \$73,000,000 during the next three years to finance projects in the Project List.

Although the District continues its efforts to secure state funds to defray a portion of the costs of projects on the Project List, the District believes that, to avoid interruptions in the projects currently ongoing, it is necessary to issue a third series of bond pursuant to the Bond Authorization, in the aggregate principal amount not to exceed \$16,000,000, to be known as the Election of 2012, General Obligation Bonds, Series C (the “Series C Bonds”).

The District expects to fully expend the remaining proceeds of the Series A Bonds by June 30, 2015 and to fully expend the remaining proceeds of the Series B Bonds by May 2016. In addition, the District expects to expend the proceeds of the Series C Bonds in accordance with the applicable schedule of expenditures and to fully expend the entirety of such proceeds by November 2017.

On May 16, 2013, the California Department of Education informed the District that the State Board of Education had approved a waiver authorizing the District to exceed, if necessary in connection with the issuance of bonds pursuant to the 2012 Bond Authorization, certain tax limitations established pursuant to the Education Code. In particular, the District may exceed the 1.25% bond limitation established pursuant to Education Code sections 15102 and 15168; provided that the total amount of bonds issued pursuant to the 2012 Bond Authorization may not exceed 1.5% of the taxable property within the District as shown by the last equalized assessment of the County.

On that basis, a Resolution approving the Series C Bonds is being presented for the Board’s consideration. This Resolution will authorize the financing team to proceed with the issuance of the Series C Bonds, establishes certain terms and conditions therefor and approves the form of certain documents to be used in issuing the bonds, as follows:

The Resolution authorizes and provides terms for the issuance, sale and delivery of the Series C Bonds. Certain key findings and authorizations made under the Resolution are as follows:

- Negotiated Sale. The Board finds that a negotiated sale will: (i) allow the District to utilize the services of consultants familiar with the financial needs, status and plans of the District; (ii) result in a lower overall cost of borrowing; (iii) allow the District to control the timing of the sale of the Series C Bonds to the municipal bond market and, potentially, take advantage of interest rate opportunities for favorable sale of the Series C Bonds to such market; and (iv) increase the opportunity to pre-market the Series C Bonds for sale to local residents and other investors.
- Bond Purchase Agreement. The sale of the Series C Bonds will be made by negotiated sale to Stifel, Nicolaus & Company, Incorporated, as the underwriter (“Underwriter”) pursuant to a Bond Purchase Agreement, in substantially the form presented to this Board and on file with the Clerk of the Board, so long as: (i) the Series C Bonds are issued only in the form of current interest bonds maturing no later than 30 years from the Closing Date; (ii) the principal amount of the Series C Bonds does not exceed \$16,000,000; (iii) the true interest cost on the Bonds does not exceed 8.00%, and (iv) the Underwriter’s discount does not exceed 0.50% of the principal amount of the Series C Bonds, not including any original issue discount and any amounts used to pay Costs of Issuance.
- District Representatives. The Board appoints the Superintendent and the Assistant Superintendent, Business and Fiscal Services as the District Representatives in connection with all matters relating to the Series C Bonds, and makes various other findings and authorizes other required actions.
- Consultants. The District will be represented by Garcia, Hernández, Sawhney & Bermudez, LLP, as bond counsel, the Law Offices of Samuel Norber, as special tax counsel, and Jones Hall, A Professional Law Association, as disclosure counsel.
- *Ad Valorem* Tax Levy. Directs the County to collect the *ad valorem* taxes in a sufficient amount to pay principal and interest on the Series C Bonds when due.
- Preliminary Official Statement and Official Statement. The Board approves the form of a Preliminary Official Statement (POS), authorizes the District Representatives to deem the POS final, as required pursuant to Rule 15c2-12, authorizes the Underwriter to distribute the same in connection with the sale of the Series C Bonds, and authorizes the preparation and delivery of a final Official Statement (OS) in substantially the same form.

The securities laws require that the POS (i) not contain any misleading information and (ii) not omit any material information. The Resolution delegates authority to the District Representatives to make changes to the POS following approval but before the it is printed and distributed to investors to ensure that the POS as printed may be deemed final. However, the version of the POS approved by the Board must be in substantially final form.

After the pricing, financial information concerning the Series B Bonds, as well as the final terms of the bonds will be inserted and the final OS will be printed. The OS describes, among other relevant information, the terms of the bonds (principal and interest payment dates, optional redemption dates and other), the security for the bonds (*ad valorem* taxes levied and collected in the District), the District’s tax base, and the District financial and operating information.

The Securities and Exchange Commission has stated that, in authorizing the issuance of securities (such as the Series C Bonds) and related disclosure documents, a public official may not authorize disclosure that the official knows to be false; nor may a public official authorize disclosure while recklessly disregarding facts that indicate that there is a risk that the disclosure may be misleading. Furthermore, the SEC has repeatedly emphasized that “public officials of the issuer who have ultimate authority to approve the issuance of securities and related disclosure documents have responsibilities under the federal securities laws as well.” In preparing and reviewing the POS, the financing team and District’s staff have considered a range of topics in efforts to ensure that the disclosure documents comply with applicable securities laws requirements. However, according to the SEC, the ultimate responsibility for their accuracy and completeness rests with the District Board. There is the possibility that elected

officials might be aware of something that should be considered and disclosed. If, upon review of the POS, a Board member or District Representative becomes aware of any such information, including but not limited to information relating to the District's ability to repay the Series C Bonds or information concerning the District that should be disclosed in the OS, he or she should inform the Disclosure Counsel and Bond Counsel so that the information can be considered and possibly disclosed.

- Continuing Disclosure Certificate. Rule 15c2-12 requires that the Underwriter, prior to purchasing or selling the Series C Bonds, determine that the District undertake to provide every nationally recognized municipal securities information repository (MSRB), currently EMMA, certain updated financial and operating data presented in the OS. The District's commitment to provide such updates is set forth in the Continuing Disclosure Certificate attached as Appendix E to the POS.

Pursuant to the Continuing Disclosure Certificate, the District undertakes in writing to provide the following information:

- o File, or cause a Dissemination Agent to file on the District's behalf, not later than March 31 of each year while the Series C Bonds remain outstanding, commencing on March 31, 2015 with the report for the 2013-14 fiscal year, in an electronic format as prescribed by the MSRB, an Annual Report that is consistent with the requirements of Section 4 of the Continuing Disclosure Certificate. Generally, the Annual Report must include (i) audited financial statements of the District for the most recently completed fiscal year and (ii) the most recently adopted budget of the District.
- o To the extent not included in the audited financial statements or adopted budget, the Annual Report must also include: (i) the District's ADA for the prior fiscal year, (ii) pension plan contributions made by the District for the preceding fiscal year and budgeted for the current budget year, (iii) information concerning outstanding debt of the District, including short-term borrowings, lease obligations and other, (iv) the District's total local control funding for the most recently completed fiscal year and for the current budget year, (v) total secured property tax levy and collections for the most recently completed fiscal year, and (vi) assessed valuation of taxable properties in the District for the current fiscal year, including assessed valuation of the top ten properties.
- o In addition to Annual Reports, the District commits to provide any material information required to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.
- o Furthermore, the District commits to provide or cause to be given, notice of the occurrence of any of certain Listed Events (defined in the Continuing Disclosure Certificate) with respect to the Series C Bonds, which includes: (i) principal and interest payment delinquencies; (ii) non-payment related defaults, if material; (iii) unscheduled draws on debt service reserves reflecting financial difficulties; (iv) unscheduled draws on credit enhancements reflecting financial difficulties; (v) substitution of credit or liquidity providers, or their failure to perform; (vi) adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability, and other; (vii) Modifications to rights of security holders, if material; (viii) Bond calls, if material, and tender offers; (ix) Defeasances; (x) release, substitution, or sale of property securing repayment of the securities, if material; (xi) rating changes; (xii) Bankruptcy, insolvency, receivership or similar event of the District; (xiii) the consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other similar events, if material; and (xiv) the appointment of a successor or additional trustee or the change of name of a trustee, if material.

FISCAL IMPACT

All fees from the bond refinancing are contingent, and are paid from bond proceeds. There is no impact to the District's General Fund.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Finance that the Board of Trustees consider approval of Resolution #14-13 of the Board of Trustees of the Oxnard School District Authorizing the Issuance of the General Obligation, Election of 2012, Series C Bonds and authorizing related documents and actions.

ADDITIONAL MATERIAL

Attached: Resolution #14-13 (31 pages)
 Preliminary Official Statement (POS) (84 pages)
 Continuing Disclosure Certificate, attached as Appendix E to the POS (8 pages)
 Bond Purchase Contract (17 pages)

DISTRICT GOAL(S)

Goal 5 - Adopt and Implement a Comprehensive Facilities Program that Improves Student Performance, Maximizes State Funding Opportunities and Reduces Overcrowding at Existing School Sites

Goal 6 - Develop the Annual Budget to Support the Educational Goals of the District

RESOLUTION NO. 14-13

A RESOLUTION OF THE BOARD TRUSTEES OF THE OXNARD SCHOOL DISTRICT AUTHORIZING THE ISSUANCE AND SALE OF OXNARD SCHOOL DISTRICT (VENTURA COUNTY, CALIFORNIA), GENERAL OBLIGATION BONDS, ELECTION OF 2012, SERIES C, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$16,000,000; APPROVING THE FORM OF A BOND PURCHASE AGREEMENT; APPROVING THE FORM AND AUTHORIZING THE DELIVERY OF A PRELIMINARY OFFICIAL STATEMENT AND MAKING CERTAIN FINDINGS AND AUTHORIZING RELATED ACTIONS

WHEREAS, an election was duly called and regularly held in the Oxnard School District, County of Ventura, California (herein called the "District"), on November 6, 2012 (the "Election"), pursuant to the provisions of the "Safer Schools, Smaller Classes and Financial Accountability Act" enacted by the voters of the State of California ("Proposition 39"), for the purpose of submitting to the qualified electors of the District the question whether bonds should be issued in the maximum principal amount of \$90,000,000 (the "Bonds"); and

WHEREAS, as required by Proposition 39, at least 55% of the votes cast at the election were in favor of issuing the bonds (the "Bond Authorization"); and

WHEREAS, on March 21, 2000, the Board of Supervisors of the County of Ventura adopted its resolution under Section 15140(b) of the Education Code, authorizing the Board of Trustees of the District to issue and sell the bonds directly under the provisions of Chapter 1 of Part 10 of Division 1 of Title 1 of the California Education Code, commencing with section 15100 of said Code ("Chapter 1"); and

WHEREAS, pursuant to the provisions of Proposition 39, as set forth under Article 1 of Chapter 1.5 of part 10 of Division 1 of Title 1 of the California Education Code, and the California Constitution, the District may proceed to borrow funds under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Bond Law"), commencing with Section 53506 et seq., and may issue general obligation bonds by way of a resolution and compliance with certain statutory requirements; and

WHEREAS, pursuant to the Bond Law and the Bond Authorization, the District has previously issued its \$18,390,000 General Obligation Bonds, Election of 2012, Series A, issued in December 27, 2012 (the "Series A Bonds"), and its \$25,500,000 General Obligation Bonds, Election of 2012, Series B, issued in May 30, 2013 (the "Series B Bonds"); and

WHEREAS, following the issuance of the Series A Bonds and the Series B Bonds, there remains \$51,110,000 authorized but unissued under the Bond Authorization; and

WHEREAS, the District has determined that it is in its best interest and necessary at this time to issue and sell, pursuant to the Bond Law, a third series of general obligation bonds under the Bond Authorization, in an amount not to exceed \$16,000,000 (the "Series C Bonds"); and

WHEREAS, the proceeds of the sale of the Series C Bonds shall be applied to pay for projects authorized under the Bond Authorization and all necessary legal, financial and contingent costs in connection with such projects and in connection with the issuance of the Series C Bonds; and

WHEREAS, Proposition 39 requires that the District comply with certain accountability measures, which the District has previously complied with and will continue to comply with during the course of issuing and expenditure of proceeds of bonds issued under the Bond Authorization and this Resolution; and

WHEREAS, this Board of Trustees requests that the County levy on its fiscal year 2015-2016 tax roll, and in subsequent tax rolls, taxes to be levied against property within the District in amounts sufficient to pay principal and interest on the Series C Bonds; and

WHEREAS, to ensure that the District would be able to issue bonds authorized under the Bond Authorization, as needed, the District previously applied for, and received, a waiver (“Waiver”) of the District’s statutory bonding capacity limit from the State Board of Education (“SBE”), which Waiver is on file with the District; and

WHEREAS, this Board of Trustees deems it necessary and desirable to authorize the sale of the Series C Bonds by negotiated sale process pursuant to Education Code Section 15146, and desires that the sale be made to the underwriter pursuant to a Bond Purchase Agreement (the “Bond Purchase Agreement”), because the District believes that such a sale will: (i) allow the District to utilize the services of consultants familiar with the financial needs, status and plans of the District; (ii) result in a lower overall cost of borrowing; (iii) allow the District to control the timing of the sale of the Series C Bonds to the municipal bond market and, potentially, take advantage of interest rate opportunities for favorable sale of the Series C Bonds to such market; and (iv) increase the opportunity to pre-market the Series C Bonds for sale to local residents and other investors; and

WHEREAS, in connection with the Bonds, this Board of Trustees has retained Caldwell Flores Winters to act as Financial Advisor to the District, and Garcia, Hernández, Sawhney & Bermudez, LLP to act as bond counsel (“Bond Counsel”) to the District, and hereby retains, confirms the retention of and authorizes the District Representatives, each, to enter into contracts with the Law Offices of Samuel Norber, as special tax counsel (“Special Tax Counsel”), Jones Hall, A Professional Law Association, as disclosure counsel (the “Disclosure Counsel”) to the District, U.S. Bank National Association to act as Paying Agent and provide other agreed upon services, and such other consultants as deemed necessary or desirable by the Superintendent, with the advice of the Financial Advisor, in connection with the issuance of the Bonds; and

WHEREAS, this Board of Trustees desires to make certain findings and determinations directing certain related actions, providing for and authorizing the issuance and sale of the Series C Bonds, and the distribution of a Preliminary Official Statement and an Official Statement related thereto, and approving the form of a Bond Purchase Agreement and a Continuing Disclosure Certificate, all under the terms and conditions and subject to the limitations set forth herein.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT, AS FOLLOWS:

**ARTICLE I
DEFINITIONS; AUTHORITY**

Section 1.01. Definitions. The terms defined in this Section 1.01, as used and capitalized herein, shall, for all purposes of this Resolution, have the meanings ascribed to them below, unless the context clearly requires some other meaning.

“Articles,” “Sections” and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Resolution, and the words “herein,” “hereof,” “hereunder” and other words of similar import refer to this Resolution as a whole and not to any particular Article, Section or subdivision hereof.

“Auditor-Controller” means the Ventura County Auditor-Controller, or any authorized deputy thereof.

“Authorized Investments” means any investments permitted by law to be made with moneys belonging to, or in the custody of, the District, including, but not limited to, the Ventura County Investment Pool (or other investment pools of the County into which the District may lawfully invest its funds), the Local Agency Investment Fund, any investment authorized pursuant to Sections 16429.1 and 53601 of the Government Code, or in shares in a California common law trust established pursuant to Title 1, Division 7, Chapter 5 of the Government Code which invests exclusively in investments permitted by Section 53635 of the Government Code, or in guaranteed investment contracts in direct general obligations of the United States of America (including State and Local government Securities) (provided that such contracts comply with the requirements of Section 148 of the Code, and with the requirements of the Bond Insurer, if any, and as shall be applicable).

“Board” means the Board of Trustees of the Oxnard School District, Ventura County, California.

“Bond Counsel” means (a) Garcia, Hernández, Sawhney & Bermudez, LLP, or (b) any other attorney or firm of attorneys nationally recognized for expertise in rendering opinions as to the legality and tax exempt status of securities issued by public entities.

“Bond Insurer” means any insurance company which issues a municipal bond insurance policy insuring the payment of the principal of, premium, if any, and interest on the Series C Bonds.

“Bond Law” has the meaning given to said term in the recitals.

“Bond Payment Date” means, unless otherwise specified in the Bond Purchase Agreement, February 1 and August 1 of each year, commencing February 1, 2015, for the first interest payment and August 1, 2016 for the first principal payment unless as otherwise specified in the Bond Purchase Agreement.

“Bond Purchase Agreement” means the Bond Purchase Agreement, dated the date of sale of the Series C Bonds, by and between the Underwriter and the District, pursuant to which the Underwriter agrees to purchase all of the Bonds, subject to the conditions contained in Section 4.01 hereof.

“Bonds” or “Series C Bonds” means the Bonds at any time Outstanding pursuant to this Resolution.

“Closing Date” means the date upon which there is an exchange of Bonds for the proceeds representing the purchase price of the Bonds by the Underwriter.

“Costs of Issuance” means all of the costs of issuing the Series C Bonds, including, but not limited to, all printing and document preparation expenses in connection with this Resolution, the Series C Bonds and the Official Statement pertaining to the Series C Bonds and any and all other agreements, instruments, certificates or other documents prepared in connection therewith; underwriter’s fees; rating agency fees; verification agent fees; CUSIP service bureau charges; legal fees and expenses of counsel with respect to the financing; the initial fees and expenses of the Paying Agent; fees for credit

enhancement relating to the Series C Bonds; and other fees and expenses incurred in connection with the issuance of the Series C Bonds, to the extent such fees and expenses are approved by the District.

“Costs of Issuance Fund” shall have the meaning set forth in Section 3.02 hereof.

“County” means the County of Ventura, California.

“County Office of Education” means the Ventura County Office of Education.

“County Treasurer” means the Ventura County Treasurer-Tax Collector, or deputy or designee thereof.

“Debt Service” means the scheduled amount of interest and amortization of principal on the Bonds, excluding amounts scheduled during such period which relate to principal which has been retired before the beginning of such period.

“Debt Service Fund” means the fund established and held by the County Office of Education for the District under Section 3.04.

“Depository” means (a) initially, DTC, and (b) any other Securities Depository acting as Depository pursuant to Section 2.04.

“Depository System Participant” means any participant in the Depository’s book-entry system.

“DTC” means The Depository Trust Company, New York, New York, and its successors and assigns.

“District” means the Oxnard School District and any successor thereto.

“District Representative” means the Superintendent of the District, the Assistant Superintendent, Business and Fiscal Services of the District, or any other person authorized by resolution of the Board of Trustees of the District to act on behalf of the District with respect to this Resolution and the Bonds.

“Federal Securities” means United States Treasury notes, bonds, bills or certificates of indebtedness or those for which the faith and credit of the United States are pledged for the payment of principal and interest.

“Information Services” means the Electronic Municipal Market Access System (referred to as “EMMA”), a facility of the Municipal Securities Rulemaking Board (at <http://emma.msrb.org>) or, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other national information services providing information or disseminating notices of redemption of obligations similar to the Series C Bonds.

“Issuance Expenses” means all items of expense directly or indirectly reimbursable to the District relating to the issuance, execution and delivery of the Bonds including, but not limited to, filing and recording costs, settlement costs, printing costs, reproduction and binding costs, legal fees and charges, fees and expenses of the Paying Agent, financial and other professional consultant fees, costs of obtaining credit ratings, municipal bond insurance premiums, fees for execution, transportation and safekeeping of the Bonds and charges and fees in connection with the foregoing.

“Outstanding,” when used as of any particular time with reference to Bonds, means all Bonds except:

(a) Bonds theretofore canceled by the Paying Agent or surrendered to the Paying Agent for cancellation;

(b) Bonds paid or deemed to have been paid within the meaning of Section 2.03 hereof; and

(c) Bonds in lieu of or in substitution for which other Bonds shall have been authorized, executed, issued and delivered by the District pursuant to the Resolution.

“Owner” or **“Bondowner”** mean any person who shall be the registered owner of any Outstanding Bond.

“Paying Agent” means the Paying Agent appointed by the District and acting as paying agent, registrar and authenticating agent for the Bonds, its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in Section 6.01.

“Preliminary Official Statement” means the preliminary official statement for the sale of the Bonds in the form approved by the District pursuant to Section 4.03.

“Principal Office” means the principal corporate trust office of the Paying Agent.

“Regulations” means temporary and permanent regulations promulgated under the Tax Code.

“Resolution” or **“Bond Resolution”** means this Resolution.

“Securities Depositories” means The Depository Trust Company, 711 Steward Avenue, Garden City, New York 11530, Facsimile transmission: (516) 227-4039, (516) 227-4190; Midwest Securities Trust Company, Capital Structure-Call Notification, 440 South La Salle Street, Chicago, Illinois 60605, Facsimile transmission: (312) 663-2343; and Philadelphia Depository Trust Company, Reorganization Division, 1900 Market Street, Philadelphia, Pennsylvania 19103, Facsimile transmission: (215) 496-5058.

“Supplemental Resolution” means any resolution supplemental to or amendatory of this Resolution, adopted by the Board in accordance with Article VIII hereof.

“Tax Code” means the Internal Revenue Tax Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable temporary and final Regulations promulgated under the Tax Code.

“Term Bonds” means the Bonds designated as Term Bonds in the Bond Purchase Agreement and subject to mandatory sinking fund redemption as provided in the Bond Purchase Agreement.

“Underwriter” means Stifel, Nicolaus & Company, Incorporated.

“Written Request of the District” means an instrument in writing signed by the District Representative or by any other officer of the District duly authorized by the District and listed on a Written Request of the District for that purpose.

ARTICLE II THE BONDS

Section 2.01. Authorization. The Board hereby authorizes the issuance of the Bonds pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code to raise money for the purposes authorized by the voters at the Election pursuant to the Bond Authorization and to pay all necessary legal, financial, engineering and contingent costs in connection therewith. The Bonds hereby authorized may be issued in one or more series of tax-exempt current interest bonds, with appropriate designation if more than one series is issued, as set forth in the fully executed Bond Purchase Agreement; the Bonds shall be dated as of a date to be determined by an Authorized Officer, shall be payable upon such terms and provisions as shall be set forth in the Bonds, and shall be in an aggregate principal amount not-to-exceed \$16,000,000. This Resolution constitutes a continuing agreement with the Owners of all of the Bonds issued or to be issued hereunder and then Outstanding to secure the full and final payment of principal of and the interest on all Bonds which may from time to time be executed and delivered hereunder, subject to the covenants, agreements, provisions and conditions herein contained. The Bonds shall be designated the “Oxnard School District General Obligation Bonds, Election of 2012, Series C” or such other designation as shall be specified in the Bond Purchase Agreement.

Section 2.02. Terms of Bonds.

(A) *Form; Numbering.* The Bonds shall be issued as fully registered Bonds, without coupons. Bonds shall be lettered and numbered as the Paying Agent shall prescribe. The Bonds shall be issued in the denomination of \$5,000 each or any integral multiple thereof, but in an amount not to exceed the aggregate principal amount of Bonds maturing in the year of maturity of the Bond for which the denomination is specified.

(B) *Date of Bonds.* The Series C Bonds shall be dated the Closing Date, or such other date as shall be specified in the Bond Purchase Agreement.

(C) *CUSIP Identification Numbers.* “CUSIP” identification numbers shall be imprinted on the Bonds, but such numbers shall not constitute a part of the contract evidenced by the Bonds and any error or omission with respect thereto shall not constitute cause for refusal of any purchaser to accept delivery of and pay for the Series C Bonds. In addition, failure on the part of the District to use such CUSIP numbers in any notice to Owners of the Series C Bonds shall not constitute an event of default or any violation of the District’s contract with such Owners and shall not impair the effectiveness of any such notice.

(D) *Maturities; Interest.* The Series C Bonds shall be issued as current interest bonds maturing on August 1 in the years and amounts set forth in the Bond Purchase Agreement; provided that the final maturity of the Series C Bonds shall not exceed 30 years from the Closing Date.

The Bonds shall bear interest at such rate as shall be determined upon the sale thereof in accordance with Section 4.01 hereof, payable semi-annually on each Bond Payment Date, commencing February 1, 2015, or such other date specified in the Bond Purchase Agreement.

Each Bond shall bear interest from the Bond Payment Date next preceding the date of registration and authentication thereof unless (i) it is registered and authenticated as of a Bond Payment Date, in which event it shall bear interest from such date, or (ii) it is registered and authenticated prior to a Bond Payment Date after the close of business on the fifteenth (15th) day of the month preceding such Bond Payment Date, in which event it shall bear interest from such Bond Payment Date, or (iii) it is registered and authenticated on or prior the Record Date (defined below) first interest payment date, in which event it shall bear interest from the Closing Date; *provided, however*, that if at the time of authentication of a

Bond, interest is in default thereon, such Bond shall bear interest from the Bond Payment Date to which interest has previously been paid or made available for payment thereon.

Interest on the Series C Bonds shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

(E) *Payment.* Interest on the Bonds, including the final interest payment upon maturity, is payable by check of the Paying Agent mailed on the Bond Payment Date via first-class mail to the Owner thereof at such Owner's address as it appears on the bond register maintained by the Paying Agent at the close of business on the fifteenth (15th) day of the month preceding the Bond Payment Date (the "Record Date"), or at such other address as the Owner may have filed with the Paying Agent for that purpose, or upon written request filed with the Paying Agent as of the Record Date by an Owner of at least \$1,000,000 in aggregate principal amount of Bonds, by wire transfer.

(F) *Provisions of Bond Purchase Agreement to Control.* Notwithstanding the foregoing provisions of this Section 2.02 and the following provisions of Section 2.03, the terms of the Series C Bonds may be established or modified under the Bond Purchase Agreement, as the case may be. In the event of a conflict or inconsistency between this Resolution and the Bond Purchase Agreement relating to the terms of the Series C Bonds, the provisions of the Bond Purchase Agreement shall be controlling; provided that the terms so established must be in compliance with the requirements of the Bond Law, including but not limited to the requirements that the Series B Bonds shall not exceed 30 years unless specific required findings are made by the Board and that the interest rate shall not exceed 8%.

Section 2.03. Redemption and Defeasance. The Series C Bonds, including any Term Bonds, will be subject to redemption as provided in the Bond Purchase Agreement.

(A) *Optional Redemption.* The Series C Bonds shall be subject to optional redemption prior to maturity upon the terms and conditions set forth in the Bond Purchase Agreement as executed and delivered. If the Bonds shall be subject to optional redemption and less than all of the Series C Bonds are called for such redemption, such bonds shall be redeemed in inverse order of maturity (or as otherwise directed by the District) and if less than all of the Series C Bonds of any given maturity are called for redemption, the portions of such bonds of a given maturity to be redeemed shall be determined by lot.

(B) *Mandatory Sinking Fund Redemption.* The Series C Bonds that are designated in accordance with the Bond Purchase Agreement as Term Bonds shall also be subject to redemption prior to their stated maturity dates, without a redemption premium, in part by lot, from mandatory sinking fund payments in the amounts and in accordance with the terms to be specified in the Bond Purchase Agreement. The principal amount of each mandatory sinking fund payment of any maturity shall be reduced proportionately by the amount of any Bonds, if any, of that maturity optionally redeemed prior to the mandatory sinking fund payment date. The Bond Purchase Agreement may provide that the Bonds shall not be subject to mandatory sinking fund redemption.

(C) *Notice of Redemption.* Notice of redemption of Series C Bonds will be given by the Paying Agent upon a Written Request of the District given at least 60 days prior to the date designated for such redemption. Notice of any redemption of Series C Bonds will be mailed postage prepaid, not less than 30 nor more than 60 days prior to the redemption date as follows: (i) by first class mail to the respective Owners thereof at the addresses appearing on the bond registration books; (ii) by secured mail to all organizations registered with the Securities and Exchange Commission as securities depositories; (iii) to at least two information services of national recognition which disseminate redemption information with respect to municipal securities; and (iv) as may be further required in accordance with the Continuing Disclosure Certificate of the District.

Neither failure to receive nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the affected Series C Bonds.

Contents. Each notice of redemption will contain the following information: (i) the Series C Bonds or designated portions thereof (in the case of redemption of the Series C Bonds in part but not in whole) which are to be redeemed, (ii) CUSIP numbers and the numbers of the Series C Bonds to be redeemed and in the case of any Series C Bond to be redeemed in part only, the principal amount of such bond to be redeemed, (iii) the date of redemption, (iv) the redemption price, (v) the place or places where the redemption will be made, including the name and address of the Paying Agent, and (vi) descriptive information regarding the Series C Bonds including the original issue date, interest rate and stated maturity date of each Series C Bond to be redeemed in whole or in part. Each notice of redemption shall further state that on the specified date there shall become due and payable upon each Series C Bond or portion thereof being redeemed, the portion of the principal amount of such Series C Bond to be redeemed, together with the interest accrued to the redemption date, and redemption premium, if any, and that from and after such date, interest with respect thereto shall cease to accrue.

Single Maturity. In case of the redemption as permitted herein of all the Series C Bonds of any one maturity then Outstanding, notice of redemption shall be given by mailing as herein provided, except that the Redemption Notice need not specify the serial numbers of the Series C Bonds of such maturity.

Conditional Notice. Any Redemption Notice for an optional redemption of the Series C Bonds delivered in accordance with this Section may be conditional, and, if any condition stated in the Redemption Notice shall not have been satisfied on or prior to the redemption date: (i) the Redemption Notice shall be of no force and effect, (ii) the District shall not be required to redeem such Series C Bonds, (iii) the redemption shall not be made, and (iv) the Paying Agent shall within a reasonable time thereafter give notice to the persons in the manner in which the conditional Redemption Notice was given that such condition or conditions were not met and that the redemption was canceled.

Right to Rescind. The District has the right to rescind any notice of the optional redemption of Series C Bonds by written notice to the Paying Agent on or prior to the dated fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Series C Bonds then called for redemption. The District and the Paying Agent shall have no liability to the Series C Bond owners or any other party related to or arising from such rescission of redemption. The Paying Agent shall mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent, except that the time period for giving the original notice of redemption shall not apply to any notice of rescission thereof.

(D) Effect of Redemption. When notice of redemption has been given as described above, and when the redemption price of the Series C Bonds called for redemption is set aside for such purpose, the Series C Bonds designated for redemption shall become due and payable on the specified redemption date and interest shall cease to accrue thereon as of the redemption date. The Owners of such Series C Bonds so called for redemption after such redemption date shall look for the payment of such Series C Bonds and the redemption premium thereon, if any, only to the Debt Service Fund or the escrow fund established for such purpose.

Failure to receive notice of redemption or any defect in the notice given shall not affect the validity of the proceedings for the redemption of the affected Series C Bonds or the cessation of interest on the date fixed for redemption.

(E) *Partial Redemption of Bonds.* Upon surrender of any Series C Bond redeemed in part only, the Paying Agent shall authenticate and deliver to the Owner thereof a new Series C Bond or Series C Bonds of like tenor and maturity and of authorized denominations equal in principal amount to the unredeemed portion of the Series C Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the District shall be released and discharged thereupon from all liability to the extent of such payment.

(F) *Redemption Procedure.* Prior to or on the redemption date of any Series C Bonds there shall be available in the Debt Service Fund of the District, monies for the purpose and sufficient to redeem, at the premiums payable as in this resolution provided, the Series C Bonds designated in any notice of redemption. Such monies so set aside in the Debt Service Fund shall be applied on or after the redemption date solely for payment of principal of premium, if any, and interest on the Series C Bonds to be redeemed upon presentation and surrender of such Series C Bonds, provided that all monies in the Debt Service Fund of the District shall be used for the purposes established and permitted by law. Any interest due on or prior to the redemption date shall be paid from the Debt Service Fund of the District. If, after all of the Series C Bonds have been redeemed and cancelled or paid and cancelled, there are monies remaining in the Debt Service Fund of the District otherwise held in trust for the payment of redemption price of the Series C Bonds, those monies shall be held in or returned or transferred to the Debt Service Fund of the District for payment of any outstanding bonds of the District payable from that fund. If no such Bonds of the District are at such time outstanding, the monies shall be transferred to the general fund of the District as provided and permitted by law.

(G) *Defeasance of Bonds.* If at any time the District shall pay or cause to be paid or there shall otherwise be paid to the Owners of any or all outstanding Series C Bonds, as appropriate, all of the principal, interest and premium, if any, represented by such Series C Bonds at the times and in the manner provided herein and in the Series C Bonds, or as provided in the following paragraph, or as otherwise provided by law consistent herewith, then such Owners shall cease to be entitled to the obligation of the District as provided in herein, and such obligation and all agreements and covenants of the District and of the County to such Owners hereunder and under the Series C Bonds shall thereupon be satisfied and discharged and shall terminate, except only that the District shall remain liable for payment of all principal, interest and premium, if any, represented by the Series C Bonds, but only out of monies on deposit in the interest and sinking fund or otherwise held in trust for such payment; and provided further, however, that the provisions of subsection (i) hereof shall apply in all events.

All or any portion of the outstanding maturities of the Series C Bonds may be defeased prior to maturity in the following ways:

(i) by irrevocably depositing with the Paying Agent, or an escrow bank, an amount of cash which together with amounts then on deposit in the Debt Service Fund, is sufficient to pay all Series C Bonds outstanding and designated for defeasance, including all principal of premium, if any; and interest on such Series C Bonds; or

(ii) by irrevocably depositing with the Paying Agent, or an escrow bank, noncallable United States Obligations (as defined below) together with cash, if required, in such amount as will, in the opinion of an independent certified public accountant, together with interest to accrue thereon and monies then on deposit in the Debt Service Fund together with the interest to accrue thereon, be fully sufficient to pay and discharge all Series C Bonds outstanding and designated for defeasance (including all Principal of and interest and premiums, if any, thereon) at or before their maturity date.

For purposes of this Section, “**United States Obligations**” shall mean United States Treasury notes, bonds, bills or certificates of indebtedness, or any other obligations the timely payment of which is directly or indirectly guaranteed or secured by the full faith and credit of the United States of America.

(H) *Unclaimed Moneys*. Any money held in any fund created pursuant to this Resolution, or by the Paying Agent in trust, for the payment of the Principal of, redemption premium, if any, or interest on the Series C Bonds and remaining unclaimed for one year after the Principal of all of the Series C Bonds has become due and payable (whether by maturity or upon prior redemption) shall be transferred to the interest and sinking fund of the District for payment of any outstanding bonds of the District payable from that fund; or, if no such bonds of the District are at such time outstanding, the monies shall be transferred to the general fund of the District as provided and permitted by law.

SECTION 2.04. Book-Entry System.

(A) *Original Delivery*. The Bonds shall be initially delivered in the form of a separate single fully registered Bond (which may be typewritten) for each maturity of the Bonds. Upon initial delivery, the ownership of each such Bond shall be registered on the Registration Books in the name of Cede & Co. (the “Nominee”). Except as provided in subsection (c), the ownership of all of the Outstanding Bonds shall be registered in the name of the Nominee on the Registration Books.

With respect to Bonds the ownership of which shall be registered in the name of the Nominee, the District and the Paying Agent shall have no responsibility or obligation to any Depository System Participant or to any person on behalf of which the Depository holds an interest in the Bonds. Without limiting the generality of the immediately preceding sentence, the District and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee or any Depository System Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Depository System Participant or any other person, other than an Owner as shown in the Registration Books, of any notice with respect to the Bonds, including any notice of redemption, (iii) the selection by the Depository of the beneficial interests in the Bonds to be redeemed in the event the District elects to redeem the Bonds in part, (iv) the payment to any Depository System Participant or any other person, other than an Owner as shown in the Registration Books, of any amount with respect to principal, premium, if any, or interest on the Bonds or (v) any consent given or other action taken by the Depository as Owner of the Bonds. The District and the Paying Agent may treat and consider the person in whose name each Bond is registered as the absolute owner of such Bond for the purpose of payment of principal, premium and interest on such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers of ownership of such Bond, and for all other purposes whatsoever. The Paying Agent shall pay the principal of and interest and premium, if any, on the Bonds only to the respective Owners or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge all obligations with respect to payment of principal of and interest and premium, if any, on the Bonds to the extent of the sum or sums so paid. No person other than an Owner shall receive a Bond evidencing the obligation of the District to make payments of principal, interest and premium, if any, pursuant to this Resolution. Upon delivery by the Depository to the Nominee of written notice to the effect that the Depository has determined to substitute a new nominee in its place, and subject to the provisions herein with respect to Record Dates, such new nominee shall become the Nominee hereunder for all purposes; and upon receipt of such a notice the District shall promptly deliver a copy of the same to the Paying Agent.

(B) *Representation Letter*. In order to qualify the Bonds for the Depository’s book-entry system, the District and the Paying Agent shall execute and deliver to such Depository a letter representing such matters as shall be necessary to so qualify the Bonds. The execution and delivery of such letter shall not in any way limit the provisions of subsection (a) above or in any other way impose upon the District or the Paying Agent any obligation whatsoever with respect to persons having interests in the Bonds other than the Owners. The Paying Agent agrees to comply with all provisions in such letter with respect to the giving of notices thereunder by the Paying Agent. In addition to the execution and delivery of such letter, the District may take any other actions, not inconsistent with this Resolution, to qualify the Bonds for the Depository’s book-entry program.

(C) *Transfers Outside Book-Entry System.* In the event that either (i) the Depository determines not to continue to act as Depository for the Bonds, or (ii) the District determines to terminate the Depository as such, then the District shall thereupon discontinue the book-entry system with such Depository. In such event, the Depository shall cooperate with the District and the Paying Agent in the issuance of replacement Bonds by providing the Paying Agent with a list showing the interests of the Depository System Participants in the Bonds, and by surrendering the Bonds, registered in the name of the Nominee, to the Paying Agent on or before the date such replacement Bonds are to be issued. The Depository, by accepting delivery of the Bonds, agrees to be bound by the provisions of this subsection (c). If, prior to the termination of the Depository acting as such, the District fails to identify another Securities Depository to replace the Depository, then the Bonds shall no longer be required to be registered in the Registration Books in the name of the Nominee, but shall be registered in whatever name or names the Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Article 2. Prior to its termination, the Depository shall furnish the Paying Agent with the names and addresses of the Participants and respective ownership interests thereof.

(D) *Payments to the Nominee.* Notwithstanding any other provision of this Resolution to the contrary, so long as any Bond is registered in the name of the Nominee, all payments by the District or the Paying Agent with respect to principal of and interest and premium, if any, on such Bond and all notices with respect to such Bond shall be made and given, respectively, as provided in the letter described in subsection (b) of this Section or as otherwise instructed by the Depository.

Section 2.05. Form of Bonds. The Bonds, the form of the Paying Agent's certificate of authentication and registration and the form of assignment to appear thereon shall be substantially in the form, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Resolution, as set forth in **Exhibit A** attached hereto.

Section 2.06. Execution of Bonds. The Bonds shall be executed on behalf of the Board by the facsimile signatures of the President of the Board or the Superintendent and countersigned by the Clerk of the Board of Trustees who are in office on the date of adoption of this Resolution or at any time thereafter, and the seal of the District, if any, shall be impressed, imprinted or reproduced by facsimile thereon. If any officer whose signature appears on any Bond ceases to be such officer before delivery of the Bonds to the purchaser, such signature shall nevertheless be as effective as if the officer had remained in office until the delivery of the Bonds to the purchaser. Any Bond may be signed and attested on behalf of the Board by such persons as at the actual date of the execution of such Bond shall be the proper officers of the District although at the nominal date of such Bond any such person shall not have been such officer of the District.

Only such Bonds as shall bear thereon a certificate of authentication and registration in the form set forth in **Exhibit A** attached hereto, executed and dated by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such certificate of the Paying Agent shall be conclusive evidence that the Bonds so registered have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Resolution.

Section 2.07. Transfer of Bonds. Any Bond may, in accordance with its terms, be transferred, upon the books required to be kept pursuant to the provisions of Section 2.09 hereof, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation at the Principal Office at the Paying Agent, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed. The Paying Agent shall require the payment by the Owner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer.

Whenever any Bond or Bonds shall be surrendered for transfer, the District shall execute and the Paying Agent shall authenticate and deliver a new Bond or Bonds, for like aggregate principal amount.

No transfers of Bonds shall be required to be made (a) fifteen days prior to the date established by the Paying Agent for selection of Bonds for redemption or (b) with respect to a Bond after such Bond has been selected for redemption.

Section 2.08. Exchange of Bonds. Bonds may be exchanged at the Principal Office of the Paying Agent for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity. The Paying Agent shall require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

No exchanges of Bonds shall be required to be made (a) fifteen days prior to the date established by the Paying Agent for selection of Bonds for redemption or (b) with respect to a Bond after such Bond has been selected for redemption.

Section 2.09. Bond Register. The Paying Agent shall keep or cause to be kept sufficient books for the registration and transfer of the Bond (the "Registration Books"), which shall at all times be open to inspection by the District upon reasonable notice; and, upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Bonds as herein before provided.

Section 2.10. Temporary Bonds. The Bonds may be initially issued in temporary form exchangeable for definitive Bonds when ready for delivery. The temporary Bonds may be printed, lithographed or typewritten, shall be of such denominations as may be determined by the District, and may contain such reference to any of the provisions of this Resolution as may be appropriate. Every temporary Bond shall be executed by the District upon the same conditions and in substantially the same manner as the definitive Bonds. If the District issues temporary Bonds it will execute and furnish definitive Bonds without delay, and thereupon the temporary Bonds may be surrendered, for cancellation, in exchange therefor at the Principal Office of the Paying Agent and the Paying Agent shall deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of authorized denominations. Until so exchanged, the temporary Bonds shall be entitled to the same benefits pursuant to this Resolution as definitive Bonds executed and delivered hereunder.

Section 2.11. Bonds Mutilated, Lost, Destroyed or Stolen. If any Bond shall become mutilated the District, at the expense of the Owner of said Bond, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like maturity and principal amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Paying Agent of the Bond so mutilated. Every mutilated Bond so surrendered to the Paying Agent shall be canceled by it and delivered to, or upon the order of, the District. If any Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the District and, if such evidence be satisfactory to the District and indemnity satisfactory to it shall be given, the District, at the expense of the Owner, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like maturity and principal amount in lieu of and in substitution for the Bond so lost, destroyed or stolen. The District may require payment of a sum not exceeding the actual cost of preparing each new Bond issued under this Section and of the expenses which may be incurred by the District and the Paying Agent in the premises. Any Bond issued under the provisions of this Section 2.11 in lieu of any Bond alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the District whether or not the Bond so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Resolution with all other Bonds issued pursuant to this Resolution.

ARTICLE III
ISSUE OF BONDS; APPLICATION OF BOND PROCEEDS; SECURITY FOR THE
BONDS; DEBT SERVICE FUND

Section 3.01. Issuance and Delivery of Bonds. At any time after the execution of this Resolution the District may issue and deliver the Bonds. The District Representative shall be, and is hereby, directed to cause the Bonds to be printed, signed and sealed, and to be delivered to the Underwriter upon the County Treasurer's receipt of the purchase price therefor, and upon the Underwriter's performance of the conditions imposed by the District. The Paying Agent is hereby authorized to deliver the Bonds to the Underwriter, upon receipt of a Written Request of the District.

Section 3.02. Application of Proceeds of Sale of Bonds. A portion of the proceeds from the sale of the Series C Bonds, to the extent of the principal amount thereof, shall be paid to the County Treasurer, who will transfer such funds to the County Office of Education, on the Closing Date. The District hereby directs the County Office of Education to establish, hold and maintain a fund to be known as the "Election of 2012, Series C Oxnard School District Building Fund" (the "Building Fund"), which shall be accounted for separate and distinct from all other District, County and County Office of Education funds, and those proceeds shall be used solely for the purpose for which the Bonds are being issued. Funds on hand in the Building Fund shall be invested in Authorized Investments. The interest earned on the monies deposited to said Building Fund shall be deposited in said Building Fund and used for the purposes for which the Bonds have been authorized.

A portion of the proceeds of the sale of the Series C Bonds necessary to pay Costs of Issuance not being paid by the Underwriter, if any, may be deposited, pursuant to Education Code Section 15146(h), in a fund of the District designated as the "Oxnard School District Series C Bonds Costs of Issuance Fund" (the "Costs of Issuance Fund"), which fund shall be kept separate and distinct from all other District funds, and those proceeds shall be used solely for the purpose of paying Costs of Issuance of the Series C Bonds. The Cost of Issuance Fund may at the discretion of the District be held by the Paying Agent or other Costs of Issuance Custodian. The District Representatives, each, are hereby authorized to execute and deliver an agreement providing for the payment and administration of the Costs of Issuance Fund.

Any excess proceeds of the Bonds not needed for the authorized purposes set forth herein for which the Bonds are being issued shall be transferred by the County Office of Education, at the Written Request of the District, to the Debt Service Fund and applied to the payment of principal and interest on the Series C Bonds.

Section 3.03. Security for the Bonds; Ad Valorem Tax Levy. The Bonds are general obligations of the District, and the Board of Supervisors of the County has the power, is obligated to, and shall levy *ad valorem* taxes upon all property within the District subject to taxation, without limitation of rate or amount, for the payment of the Series C Bonds and the interest and redemption premium, if any, thereon, in accordance with and subject to the provisions of the Bond Law and Sections 15250 and Section 15252 of the California Education Code.

The District hereby directs the County to cause to be levied on all the taxable property in the District, in addition to all other taxes, a continuing direct *ad valorem* tax, annually, during the period the Series C Bonds are Outstanding in an amount sufficient to pay the principal of and interest on the Series C Bonds when due, including the principal of any Series C Bonds upon the mandatory sinking fund

redemption thereof under Section 2.03(B), which moneys when collected will be paid to the County Office of Education and placed in the Debt Service Fund.

Section 3.04. Debt Service Fund. The District hereby instructs the County Office of Education to create and maintain while the Bonds are outstanding an interest and principal fund for the Series C Bonds to be known as the “Election of 2012, Series C Oxnard School district Debt Service Fund” (the “Debt Service Fund”), which shall be maintained by the County Office of Education as a separate account, distinct from all other funds of the District, County and County Office of Education, into which shall be paid on receipt thereof, (i) the portion of the Bond proceeds designated in Section 3.02 of this Resolution, and (ii) the proceeds of any taxes levied pursuant to Section 3.03. The Debt Service Fund shall be administered and disbursements made in the manner set forth in Section 3.05 hereof.

The Debt Service Fund is hereby pledged for the payment of principal of, and interest and premium, if any, on the Series C Bonds. The moneys in the Debt Service Fund shall be transferred by the County Office of Education to the Paying Agent upon Written Request of the District filed with the County Office of Education, as required to pay principal of, and interest on, the Series C Bonds.

Interest earned on the investment of monies held in the Debt Service Fund shall be retained in the Debt Service Fund and used to pay principal and interest on the Series C Bonds when due.

Section 3.05. Disbursements From Debt Service Fund. The moneys in the Debt Service Fund, to the extent necessary to pay Debt Service on the Series C Bonds as the same becomes due and payable, shall be transferred by the County Treasurer, upon direction from the County Office of Education, to the Paying Agent which, in turn, shall pay such moneys to DTC to pay the Debt Service on the Series C Bonds. DTC will thereupon make payments of Debt Service on the Series C Bonds to the DTC Participants who will thereupon make payments of Debt Service to the beneficial owners of the Series C Bonds. Any moneys remaining in the Debt Service Fund after Debt Service on the Series C Bonds, and any other general obligation bonds or refunding bonds of the District, has been paid, or provision for such payment has been made, shall be transferred to the general fund of the District, pursuant to Section 15234 of the Bond Law.

Section 3.06. No Liability of the County. Notwithstanding anything stated to the contrary in this Resolution, (a) the Bonds are not a debt of the County, the State of California, or any political subdivisions other than the District or any of the officers, officials, agents and employees thereof neither, the County, State of California or any political subdivisions nor any of the officers, officials, agents and employees thereof, has no obligation to repay the Bonds; (b) the County’s sole responsibilities hereunder are to levy a tax for the repayment of the Bonds, as provided in Sections 15140, 15146 and 15250, respectively, of the Education Code, and (i) neither the County, nor the Board, nor any officer, official, agent or employee of the County, shall have any obligation or liability hereunder or in connection with the transactions contemplated hereby other than as specified in said Code Sections; (ii) the Bonds, including interest thereon, shall be payable solely from taxes levied by the Board of Supervisors of the County pursuant to Section 15250 of the California Education Code; and (iii) the County, including its Board, officers, officials, agents and employees, shall retain all of their respective constitutional and statutory privileges, immunities, rights and defenses in carrying out their duties in connection with levying the tax to repay the Bonds.

Section 3.07. Investments. All moneys held in any of the funds or accounts established with the County Office of Education hereunder shall be invested by the County Treasurer in accordance with the investment policies of the County, as such policies exist at the time of investment. Obligations purchased as an investment of moneys in any fund or account shall be deemed to be part of such fund or account.

ARTICLE IV
SALE OF THE BONDS; OFFICIAL STATEMENT

Section 4.01. Sale of the Bonds. The Bonds shall be sold to the Underwriter pursuant to the terms of a Bond Purchase Agreement dated the date of sale of the Bonds, by and between the Underwriter and the District, substantially in the form presented to the Board for consideration (the “Bond Purchase Agreement”), so long as: (i) the Series C Bonds are issued only in the form of current interest bonds maturing no later than 30 years from the Closing Date; (ii) the principal amount of the Series C Bonds does not exceed \$16,000,000; (iii) the true interest cost on the Bonds does not exceed 8.00%, and (iv) the Underwriter’s discount does not exceed 0.50% of the principal amount of the Series C Bonds, not including any original issue discount and any amounts used to pay Costs of Issuance. The Superintendent or Assistant Superintendent, Business and Fiscal Services, are each individually authorized and directed to execute the Bond Purchase Agreement, so long as the limitations contained herein are reflected in the Bond Purchase Agreement.

Section 4.02. Official Action. All actions heretofore taken by the officers and agents of the District with respect to the sale and issuance of the Bonds are hereby approved, and the District Representative and all other officers of the District are hereby authorized and directed for and in the name and on behalf of the Board, to do any and all things and take any and all actions relating to the execution and delivery of any and all certificates, requisitions, agreements and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Bonds in accordance with this Resolution.

Section 4.03. Preliminary Official Statement. The Preliminary Official Statement in substantially the form presented to this Board for consideration, with such changes, insertions and omissions as may be approved by a District Representative, is hereby approved, and the use of such Preliminary Official Statement in connection with the offering and sale of the Series C Bonds is hereby authorized and approved. The District Representatives are each hereby authorized to certify on behalf of the District that such Preliminary Official Statement is deemed final as of its date, within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934 (except for the omission of certain final pricing, rating and related information as permitted by Rule 15c2-12).

Section 4.04. Official Statement. The preparation and delivery of a final official statement (the “Official Statement”) with respect to the Series C Bonds, and its use by the Underwriter in connection with the offering and sale of the Series C Bonds, is hereby authorized and approved. Such Official Statement shall be in substantially the form of the Preliminary Official Statement distributed in connection with the public offering of the Series C Bonds with such changes, insertions and omissions as may be approved by a District Representative, such approval to be conclusively evidenced by the execution and delivery thereof. The District Representatives are each hereby authorized and directed, for and in the name of and on behalf of the District, to execute the Official Statement and any amendment or supplement thereto and thereupon to cause such Official Statement and any such amendment or supplement to be delivered to the Underwriter.

Section 4.05. Continuing Disclosure Certificate. The Continuing Disclosure Certificate, in substantially the form attached as Appendix E to the Preliminary Official Statement, is hereby approved, and the District Representatives are each hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver the Continuing Disclosure Certificate in substantially said form, as is necessary to cause the requirements of Rule 15c2-12 of the Securities Exchange Act of 1934 to

be satisfied, with such changes, insertions and omissions as the District Representative executing the same may require or approve, such determination, requirement or approval to be conclusively evidenced by the execution of the Continuing Disclosure Certificate by such District Representative.

Section 4.06. Negotiated Sale; Retention of Consultants; Bond Insurance and Financing Costs. The Bonds shall be sold to the Underwriter by negotiated sale as provided in Section 4.01, inasmuch as such sale will: (i) allow the District to utilize the services of consultants familiar with the financial needs, status and plans of the District; (ii) result in a lower overall cost of borrowing; (iii) allow the District to control the timing of the sale of the Series C Bonds to the municipal bond market and, potentially, take advantage of interest rate opportunities for favorable sale of the Series C Bonds to such market; and (iv) increase the opportunity to pre-market the Series C Bonds for sale to local residents and other investors.

Retention of Consultants. Caldwell Flores Winters, Inc. has been selected to act as financial advisor to the District, Garcia, Hernandez, Sawhney & Bermudez, LLP, has been selected as the District's bond counsel, The Law Offices of Samuel Norber has been selected to serve as special tax counsel to the District, Jones Hall, A Professional Law Association, has been selected as disclosure counsel to the District, and Stifel, Nicolaus & Company, Incorporated will serve as underwriter.

Bond Insurance. If it appears in the best interests of the District to acquire municipal bond insurance to provide credit enhancement with respect to the Bonds, the Superintendent is hereby authorized to make such determination and is further authorized to enter into an agreement with the selected municipal bond insurer, if any, and to deliver in connection therewith such documents and certificates as required to give effect to such determination.

Estimated Costs of Issuance. The estimated Costs of Issuance are \$170,000, excluding underwriter's compensation and bond insurance costs, but including the financial advisor, bond counsel, special tax counsel and disclosure counsel fees and costs, costs of printing the Official Statement, rating agency fees, paying agent and escrow agent fees and costs and other costs related to the issuance of the Bonds. Actual Costs of Issuance will be determined and presented to the Board subsequent to sale of the Bonds.

Authority of Board and District Staff. Officers of the Board of Trustees, the District Representatives and other District staff are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which District Representatives may deem necessary or advisable in order to proceed with the issuance of the Series C Bonds and otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

Each of the District Representatives, acting alone, is hereby authorized to take any and all actions necessary or desirable to allow the Underwriter to comply with Rule 15c2-12 promulgated under the Securities and Exchange Act of 1934, as amended.

ARTICLE V COVENANTS

Section 5.01. Punctual Payment. The District shall, pursuant to Section 15140(c) of the California Education Code, send a certified copy of this Resolution, together with the debt service schedule for the Series C Bonds, to the County Treasurer and the County Office of Education to assure

that the Auditor-Controller will levy *ad valorem* taxes, as provided in Section 15250 of the Education Code, so as to enable the District to punctually pay, or cause to be paid, the principal of and interest on the Series C Bonds, in conformity with the terms of the Series C Bonds and of this Resolution. Nothing herein contained shall prevent the District from making advances of its own moneys, howsoever derived, to any of the uses or purposes permitted by law.

Section 5.02. Extension of Time for Payment. In order to prevent any accumulation of claims for interest after maturity, the District will not, directly or indirectly, extend or consent to the extension of the time for the payment of any claim for interest on any of the Bonds and will not, directly or indirectly, approve any such arrangement by purchasing or funding said claims for interest or in any other manner. In case any such claim for interest shall be extended or funded, whether or not with the consent of the District, such claim for interest so extended or funded shall not be entitled, in case of default by the District hereunder, to the benefits of this Resolution, except subject to the prior payment in full of the principal of all of the Bonds then Outstanding and of all claims for interest which shall not have so extended or funded.

Section 5.03. Tax Covenants. (a) Private Activity Bond Limitation. The District shall assure that the proceeds of the Series C Bonds are not so used as to cause the Series C Bonds to satisfy the private business tests of section 141(b) of the Code or the private loan financing test of section 141(c) of the Internal Revenue Code of 1986 (the "Code").

(b) Federal Guarantee Prohibition. The District shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Series C Bonds to be "federally guaranteed" within the meaning of section 149(b) of the Code.

(c) Rebate Requirement. The District shall take any and all actions necessary to assure compliance with section 148(f) of the Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the Series C Bonds.

(d) No Arbitrage. The District shall not take, or permit or suffer to be taken by the Trustee or otherwise, any action with respect to the proceeds of the Series C Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the date of issuance of the Series C Bonds would have caused the Series C Bonds to be "arbitrage bonds" within the meaning of section 148 of the Code.

(e) Maintenance of Tax Exemption. The District shall take all actions necessary to assure the exclusion of interest on the Series C Bonds from the gross income of the Owners of the Series C Bonds to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the date of issuance of the Series C Bonds.

ARTICLE VI THE PAYING AGENT

Section 6.01. Appointment of Paying Agent. U.S. Bank National Association, Los Angeles, California, is hereby appointed as Paying Agent for the Bonds. The Paying Agent shall perform such duties, and only such duties, as are specifically set forth in this Resolution, and even during the continuance of an event of default with respect to the Bonds, no implied covenants or obligations shall be read into this Resolution against the Paying Agent. The Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by this Resolution by executing and delivering to the District a

certificate to that effect. The Superintendent is hereby authorized to designate a different paying agent for the Bonds prior to the issuance of the Bonds provided such paying agent meets the conditions set forth below and accepts such duties and obligations by executing and delivering to the District a certificate to that effect.

The District may remove the Paying Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank or trust company doing business and having an office in the State of California, having a combined capital (exclusive of borrowed capital) and surplus of at least Fifty Million Dollars (\$50,000,000), and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section 6.01 the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Paying Agent may at any time resign by giving written notice to the District and the Bond Owners of such resignation. Upon receiving notice of such resignation, the District shall promptly appoint a successor Paying Agent by an instrument in writing. Any resignation or removal of the Paying Agent and appointment of a successor Paying Agent shall become effective upon acceptance of appointment by the successor Paying Agent.

Section 6.02. Paying Agent May Hold Bonds. The Paying Agent may become the owner of any of the Bonds in its own or any other capacity with the same rights it would have if it were not Paying Agent.

Section 6.03. Liability of Agents. The recitals of facts, covenants and agreements herein and in the Bonds contained shall be taken as statements, covenants and agreements of the District, and the Paying Agent assumes no responsibility for the correctness of the same, nor makes any representations as to the validity or sufficiency of this Resolution or of the Bonds, nor shall incur any responsibility in respect thereof, other than as set forth in this Resolution. The Paying Agent shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful default.

In the absence of bad faith, the Paying Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Paying Agent and conforming to the requirements of this Resolution.

The Paying Agent shall not be liable for any error of judgment made in good faith by a responsible officer of its corporate trust department in the absence of the negligence of the Paying Agent.

No provision of this Resolution shall require the Paying Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The Paying Agent may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Paying Agent shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

Section 6.04. Notice to Agents The Paying Agent may rely and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond or other paper or document believed by it to be genuine and to have been signed or presented by the

proper party or proper parties. The Paying Agent may consult with counsel, who may be counsel to the District, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Resolution the Paying Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of bad faith on the part of the Paying Agent, be deemed to be conclusively proved and established by a certificate of the District, and such certificate shall be full warrant to the Paying Agent for any action taken or suffered under the provisions of this Resolution upon the faith thereof, but in its discretion the Paying Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Section 6.05. Compensation; Indemnification. The District shall pay to the Paying Agent from time to time reasonable compensation for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Resolution. The District further agrees to indemnify and save the Paying Agent harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

ARTICLE VII EVENTS OF DEFAULT AND REMEDIES OF BONDOWNERS

Section 7.01. Events of Default. Any one or more of the following events shall constitute an “event of default:”

(a) if default shall be made by the District in the due and punctual payment of Debt Service or redemption premium, if any, on any Bond when and as the same shall become due and payable, whether at maturity as therein expressed, by declaration or otherwise;

(b) if default shall be made by the District in the observance of any of the covenants, agreements or conditions on its part in this Resolution or in the Bonds contained, and such default shall have continued for a period of thirty (30) days after written notice thereof to the District Representative; or

(c) if the District shall file a petition seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law of the United States of America, or if a court of competent jurisdiction shall approve a petition, seeking reorganization of the District under the federal bankruptcy laws or any other applicable law of the United States of America, or if, under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the District or of the whole or any substantial part of its property.

Section 7.02. Application of Funds Upon Default. All of the sums in the Debt Service Fund and accounts provided for in Section 3.04 hereof upon the occurrence of an Event of Default as provided in Section 7.01 hereof, and all sums thereafter received by the Paying Agent hereunder, shall be applied by the Paying Agent in the following order upon presentation of the Bonds, and the stamping thereon of the payment if only partially paid, or upon the surrender thereof if fully paid:

First, to the payment of the costs and expenses of the Paying Agent hereunder and of the costs and expenses of Bondowners in declaring such event of default, including reasonable compensation to their agents, attorneys and counsel;

Second, in case the principal of the Bonds shall not have become due and payable, to the payment of the interest in default in the order of the maturity of the installments of such interest, with interest on the overdue installments at the rate of twelve percent (12%) per annum (to the extent that such interest on overdue installments shall have been collected), such payments to be made ratably to the persons entitled thereto without discrimination or preference;

Third, in case any principal of the Bonds shall have become and shall be then due and payable, all such sums shall be applied to the payment of the whole amount then owing and unpaid upon the Bonds for principal and interest, with interest on the overdue principal and installments of interest at the rate of twelve percent (12%) per annum (to the extent that such interest on overdue installments of interest shall have been collected), and in case such moneys shall be insufficient to pay in full the whole amount so owing and unpaid upon the Bonds, then to the payment of such principal and interest without preference or priority of principal over interest, or interest over principal, or of any installment of interest over any other installment of interest, ratably to the aggregate of such principal and interest.

Section 7.03. Remedies of Bondowners. A Bondowner shall have the right, for the equal benefit and protection of all Bondowners similarly situated, to:

(a) by mandamus, suit, action or proceeding, compel the District and its members, officers, agents or employees to perform each and every term, provision and covenant contained in this Resolution and in the Bonds, and to require the carrying out of any or all such covenants and agreements of the District and the fulfillment of all duties imposed upon it;

(b) by suit, action or proceeding in equity, enjoin any acts or things which are unlawful, or the violation of any of the Bondowners' rights; or

(c) upon the happening of any event of default (as defined in Section 7.01 hereof), by suit, action or proceeding in any court of competent jurisdiction, require the District and its members and employees to account as if it and they were the trustees of an express trust.

Section 7.04. Non-Waiver. Nothing in this Article VII or in any other provision of this Resolution, or in the Bonds, shall affect or impair the obligation of the District, which is absolute and unconditional, to pay the principal of and interest on the Bonds to the respective Owners of the Bonds at the respective dates of maturity, as herein provided, or affect or impair the right of action against the District, which is also absolute and unconditional, of such Owners to institute suit against the District to enforce such payment by virtue of the contract embodied in the Bonds.

A waiver of any default by any Bondowner shall not affect any subsequent default or impair any rights or remedies on the subsequent default. No delay or omission of any Owner of any of the Bonds to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy conferred upon the Bondowners by this Article VII may be enforced and exercised from time to time and as often as shall be deemed expedient by the Owners of the Bonds.

If a suit, action or proceeding to enforce any right or exercise any remedy be abandoned or determined adversely to the Bondowners, the District and the Bondowners shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

Section 7.05. Remedies Not Exclusive. No remedy herein conferred upon the Owners of Bonds shall be exclusive of any other remedy and that each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or thereafter conferred on the Bondowners.

ARTICLE VIII SUPPLEMENTAL RESOLUTIONS

Section 8.01. Supplemental Resolutions Effective Without Consent of the Owners. For any one or more of the following purposes and at any time or from time to time, a Supplemental Resolution of the Board may be adopted, which, without the requirement of consent of the Owners of the Bonds, shall be fully effective in accordance with its terms:

- (a) To add covenants and agreements of the Board in this Resolution, which are not contrary to or inconsistent with this Resolution as theretofore in effect;
- (b) To add limitations and restrictions in this Resolution, other limitations and restrictions to be observed by the Board which are not contrary to or inconsistent with this Resolution as theretofore in effect;
- (c) To confirm, as further assurance, any pledge of the District under this Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;
- (d) To cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Resolution; or
- (e) To make such additions, deletions or modifications as may be necessary to assure exclusion from gross income for purposes of federal income taxation of interest on the Bonds.

Section 8.02. Supplemental Resolutions Effective With Consent of the Owners. Any modification or amendment of this Resolution and of the rights and obligations of the District and of the Owners of the Bonds, in any particular, may be made by a Supplemental Resolution, with the written consent of the Owners of at least two-thirds in aggregate principal amount of the Bonds Outstanding at the time such consent is given. No such modification or amendment shall permit a change in the terms of maturity of the principal of any Outstanding Bonds or of any interest payable thereon or a reduction in the principal amount thereof or in the rate of interest thereon, or shall reduce the percentage of Bonds the consent of the Owners of which is required to effect any such modification or amendment, or shall change any of the provisions in Section 7.01 hereof relating to Events of Default, or shall reduce the amount of moneys pledged by the District for the repayment of the Bonds without the consent of all the Owners of such Bonds, or shall change or modify any of the rights or obligations of any Paying Agent without its written assent thereto.

**ARTICLE IX
MISCELLANEOUS**

Section 9.01. Benefits of Resolution Limited to Parties. Nothing in this Resolution, expressed or implied, is intended to give to any person other than the Board, the District, the Paying Agent and the Owners of the Bonds, any right, remedy, claim under or by reason of this Resolution. Any covenants, stipulations, promises or agreements in this Resolution contained by and on behalf of the District shall be for the sole and exclusive benefit of the Owners of the Bonds.

Section 9.02. Compliance with Proposition 39 Requirements. The District hereby determines that it has complied or will comply with the applicable requirements of Proposition 39, and related statutory provisions, as follows:

(a) Pursuant to Section 1(b)(3) of Article XIII A of the California Constitution, the proceeds of the sale of the Series C Bonds shall be used only for the school facilities projects specified in Resolution No. 05-60, as approved by the voters under the Bond Authorization (the "School Facilities Project List"), and not for any other purposes;

(b) Pursuant to Section 1(b)(3) of Article XIII A of the California Constitution, the Board of Trustees shall conduct or cause to be conducted annual, independent, performance audits to ensure that the Series C Bond proceeds have been expended only on projects identified on the School Facilities Project List;

(c) Pursuant to Section 1(b)(3) of Article XIII A of the California Constitution, the Board of Trustees shall conduct or cause to be conducted annual independent financial audits of the Series C Bonds proceeds until all such proceeds have been expended for projects identified on the School Facilities Project List; and

(d) Pursuant to Education Code Section 15278 *et seq.*, the Board of Trustees has established its Citizen's Oversight Committee ("Committee") and has appointed members thereto pursuant to policies and regulations previously adopted for the Committee by the Board of Trustees;

Section 9.03. Execution of Documents and Proof of Ownership by Bondowners. Any request, declaration or other instrument which this Resolution may require or permit to be executed by Bondowners may be in one or more instruments of similar tenor, and shall be executed by Bondowners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Bondowner or his attorney of such request, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number and date of holding the same shall be proved by the registry books.

Any request, declaration or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the District, the Paying Agent or the District Representative in good faith and in accordance therewith.

Section 9.04. Waiver of Personal Liability. No board member, officer, agent or employee of the Board or the District shall be individually or personally liable for the payment of the principal of or interest on the Bonds; but nothing herein contained shall relieve any such boardmember, officer, agent or employee from the performance of any official duty provided by law.

Section 9.05. Destruction of Canceled Bonds. Whenever in this Resolution provision is made for the surrender to the District of any Bonds which have been paid or canceled pursuant to the provisions of this Resolution, a certificate of destruction duly executed by the Paying Agent shall be deemed to be the equivalent of the surrender of such canceled Bonds and the District shall be entitled to rely upon any statement of fact contained in any certificate with respect to the destruction of any such Bonds therein referred to.

Section 9.06. Report to CDIAC. The Board of Trustees hereby directs that, following the sale and delivery of the Series C Bonds, an itemized summary of the costs of the sale, issuance and delivery costs of the Series C Bonds shall be provided to the California Debt and Investment Advisory Commission. The Board of Trustees determines that submission of such information as part of the filing of the Report of Final Sale for the Series C Bonds constitutes compliance with Education Code Section 15146(c)(2).

A District Representative is hereby authorized and directed to cause notices of the proposed sale and final sale of the Series C Bonds to be filed in a timely manner with the California Debt and Investment Advisory Commission pursuant to California Government Code Section 8855, and any such notice previously filed is hereby ratified.

Section 9.07. Partial Invalidity. If any Section, paragraph, sentence, clause or phrase of this Resolution shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Resolution. The Board hereby declares that it would have adopted this Resolution and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Resolution may be held illegal, invalid or unenforceable. If, by reason of the judgment of any court, the District is rendered unable to perform its duties hereunder, all such duties and all of the rights and powers of the District hereunder shall be assumed by and vest in the District Representative in trust for the benefit of the Bondowners.

Section 9.08. Conditions Precedent. This Board of Trustees determines that all acts and conditions necessary to be performed by the Board of Trustees or to have been met precedent to and in the issuing of the Series C Bonds, in order to make them legal, valid and binding general obligations of the District have been performed and have been met, or will at the time of delivery of the Series C Bonds have been performed and have been met, in regular and due form as required by law, and that no statutory or Constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Series C Bonds.

Section 9.09. Furnishing of Clerk Certification. The Clerk of the Board and the Designated Officer, each, are hereby authorized to furnish at least two certified copies of this Resolution to Garcia, Hernández, Sawhney & Bermudez, LLP, Bond Counsel, at or prior to closing.

Section 9.10. Effective Date of Resolution. This Resolution shall take effect from and after the date of its passage and adoption; provided, however, that the Bonds shall not be issued and delivered until the District shall have received an appropriate waiver of the statutory bond cap from the California Department of Education.

ADOPTED, SIGNED AND APPROVED this 15th day of October, 2014.

By: _____
President of the Board of Trustees
Oxnard School District, County of
Ventura, California

By: _____
Clerk of the Board of Trustees

STATE OF CALIFORNIA)
)
COUNTY OF VENTURA)

I, Veronica Robles-Solis, do hereby certify that the foregoing Resolution No. 14-13 was duly adopted by the Board of Trustees of the Oxnard School District at a meeting thereof held on the 15th day of October, 2014, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Clerk of the Board of Trustees
of the Oxnard School District

**EXHIBIT A
FORM OF BOND**

**REGISTERED
NO. R - ____**

**REGISTERED
\$_____**

**OXNARD SCHOOL DISTRICT
GENERAL OBLIGATION BOND, ELECTION OF 2012, SERIES C
(VENTURA COUNTY, CALIFORNIA)**

INTEREST RATE: MATURITY DATE: DATED AS OF: CUSIP:

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ Dollars

The Oxnard School District, Ventura County, State of California, a school district duly organized and existing under and by virtue of the Constitution and laws of the State of California (the "District"), for value received, promises to pay to the Registered Owner named above, or registered assigns, on the Maturity Date set forth above or upon prior redemption hereof, the Principal Amount specified above and to pay interest thereon, each payment to be made in lawful money of the United States of America, from the interest payment date next preceding the date of authentication of this bond (unless this bond is authenticated as of a date during the period from the Record Date (as defined herein) next preceding any interest payment date to such interest payment date, inclusive, in which event it shall bear interest from such interest payment date, or unless this bond is authenticated on or before January 15, 2015, in which event it shall bear interest from the date hereof) at the interest rate per annum stated above, payable commencing on February 1, 2015, and thereafter on February 1 and August 1 in each year, until the Principal Amount is paid or provided for.

The principal hereof is payable to the registered owner hereof upon the surrender hereof at the principal corporate trust office of U.S. Bank National Association (the "Paying Agent") in Los Angeles, California. The interest hereon is payable to the person whose name appears on the bond registration books of the Paying Agent as the registered owner hereof as of the close of business on the 15th day of the month preceding an interest payment date (the "Record Date"), whether or not such day is a business day, such interest to be paid by check or draft mailed to such registered owner at the owner's address as it appears on such registration books, or at such other address filed with the Paying Agent for that purpose. Upon written request, given no later than the Record Date immediately preceding an interest payment date, of the owner of Bonds (hereinafter defined) aggregating at least \$1,000,000 in principal amount, interest will be paid in immediately available funds (e.g., by wire transfer) to an account maintained in the United States as specified by the owner in such request. So long as Cede & Co. or its registered assigns shall be the registered owner of this bond, payment shall be made in immediately available funds as provided in the District Resolution hereinafter described.

This bond is one of a duly authorized issue of bonds of like tenor amounting in the aggregate to the stated amount of \$_____ and designated as "Oxnard School District General Obligation Bonds, Election of 2012, Series C (the "Bonds"). The Bonds are being issued to finance school facilities as authorized pursuant to the laws of the State of California, and by the requisite fifty-five percent (55%)

vote of the electors of the District obtained at an election held on November 6, 2012, upon the question of issuing bonds in the aggregate principal amount of not to exceed \$90,000,000, and the resolution of the Board of Trustees of the District adopted on October ____, 2014 (the "District Resolution"). This bond is being issued under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code. This bond and the issue of which this bond is one are payable as to both principal and interest from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount. The Board of Supervisors of Ventura County, California (the "County") has the power and is obligated to cause the Auditor-Controller to levy such *ad valorem* taxes for the payment of the Bonds and the interest thereon. The Bonds of this issue are general obligations of the District and do not constitute an obligation of the County, the State of California or any of its political subdivisions other than the District. No part of any fund of the County is pledged or obligated to the payment of the Bonds of this issue.

The Bonds are issuable only as fully registered bonds in the denominations of \$5,000 or any integral multiple thereof. Bonds are exchangeable and transferable for Bonds of other authorized denominations at the principal corporate trust office of the Paying Agent, by the Registered Owner or by a person legally empowered to do so, upon presentation and surrender hereof to the Paying Agent, together with a request for exchange or an assignment signed by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the District Resolution. Any tax or governmental charges shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District, nor the Paying Agent shall be affected by any notice to the contrary.

Neither the District, the County nor the Paying Agent will be required to (a) issue or transfer any bond during a period beginning with the opening of business on the 16th day of the month next preceding any Bond Payment Date or any date of selection of Bonds to be redeemed and ending with the close of business on the Bond Payment Date or day on which the applicable notice of redemption is given, or (b) to transfer any Bond which has been selected or called for redemption in whole or in part.

The Bonds maturing on or before August 1, 2024 are not subject to redemption prior to their respective maturity dates. The Bonds maturing on or after August 1, 2025 are subject to redemption prior to their respective maturity dates, from moneys provided at the option of the District, in each case on any date on and after August 1, 2024, at a redemption price equal to the principal amount of the Bonds to be redeemed, plus accrued interest to the date of redemption, without premium.

The Bonds maturing on August 1, 20__ (the "Term Bonds"), are subject to mandatory sinking fund redemption on August 1 of each year in accordance with the schedule set forth below at a redemption price equal to 100% of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption. The Term Bonds so called for mandatory sinking fund redemption shall be redeemed in the sinking fund payments amounts and on the dates set forth below, without premium:

Redemption Date (August 1) <hr style="width: 100%;"/>	<u>Sinking Fund Amounts</u>
---	-----------------------------

TOTAL

The principal amount of each mandatory sinking fund payment of any maturity will be reduced proportionately by the amount of Bonds, if any, of that maturity which have been optionally redeemed prior to the mandatory sinking fund payment date.

If less than all of the Bonds of any one maturity shall be called for optional redemption, the particular Bonds or portions of Bonds of such maturity to be redeemed shall be selected by lot by the District in such manner as the District in its discretion may determine; provided, however, that the portion of any Bond to be redeemed shall be in the principal amount of \$5,000 or some multiple thereof and that, in selecting Bonds for redemption, the Paying Agent shall treat each Bond as representing that number of Bonds which is obtained by dividing the principal amount of such Bond by \$5,000. If less than all of the Bonds shall be called for redemption, the particular Bonds or portions thereof to be redeemed shall be called by lot in any manner which the District in its discretion shall determine.

Notice of redemption shall be mailed, first class postage prepaid to the respective owners of any Bonds designated for redemption at their address appearing on the books required to be kept by the Paying Agent, not less than thirty (30) nor more than sixty (60) days prior to the redemption date, which notice shall specify: (i) the Bonds or designated portions thereof (in the case of redemption of the Bonds in part but not in whole) which are to be redeemed, (ii) CUSIP numbers and the numbers of the Bonds to be redeemed and in the case of any Bond to be redeemed in part only, the principal amount of such bond to be redeemed, (iii) the date of redemption, (iv) the redemption price, (v) the place or places where the redemption will be made, including the name and address of the Paying Agent, and (vi) descriptive information regarding the Bonds including the original issue date, interest rate and stated maturity date of each Bond to be redeemed in whole or in part. Each notice of redemption shall further state that on the specified date there shall become due and payable upon each Bond or portion thereof being redeemed, the portion of the principal amount of such Bond to be redeemed, together with the interest accrued to the redemption date, and redemption premium, if any, and that from and after such date, interest with respect thereto shall cease to accrue

In case of the redemption as permitted herein of all the outstanding Bonds of any one maturity, then outstanding, notice of redemption shall be given by mailing as herein provided, except that the notice of redemption need not specify the serial numbers of the Bonds of such maturity.

Neither the failure to receive such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of such Bonds or the cessation of accrual of interest represented thereby from and after the redemption date.

Reference is made to the District Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Bonds of this series, the rights, duties and obligations of the District, the Paying Agent and the Registered owners, and the terms and conditions upon which the Bonds are issued and secured. The owner of this bond assents, by acceptance hereof, to all of the provisions of the District Resolution.

Unless this bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the District or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

IT IS CERTIFIED AND RECITED that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the Bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the Bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due.

This bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the District Resolution until the Certificate of Authentication below has been signed.

IN WITNESS WHEREOF, the District, has caused this bond to be executed, in their official capacities by the manual or facsimile signature of the President of the Board of Trustees, and to be countersigned by the manual or facsimile signature of the Clerk of the Board of Trustees, and has caused the seal of the District to be affixed hereto, all as of the date stated hereof, all as of the date stated above.

OXNARD SCHOOL DISTRICT

By: Exhibit
President of the Board

ATTEST:

By: Exhibit
Clerk of the Board

[FORM OF CERTIFICATE OF AUTHENTICATION]

This is one of the Bonds described in the within-mentioned District Resolution.

Authentication Date: _____

U.S. BANK NATIONAL ASSOCIATION

Exhibit
Authorized Signatory

(FORM OF ASSIGNMENT)

For value received, the undersigned do(es) hereby sell, assign and transfer unto

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within Bond and do(es) hereby irrevocably constitute and appoint _____, attorney, to transfer the same on the bond register of the Paying Agent, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a qualified guarantor

NOTICE: The signature on this assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

STATEMENT OF INSURANCE

[TO COME IF APPLICABLE]

PRELIMINARY OFFICIAL STATEMENT DATED OCTOBER 16, 2014**NEW ISSUE - FULL BOOK-ENTRY****RATING: Standard & Poor's: "___"****See "RATING" herein.**

In the opinion of Garcia, Hernández, Sawhney & Bermudez, LLP, San Diego, California, Bond Counsel, based on existing statutes, regulations, rulings and court decisions and assuming, among other matters, compliance with certain covenants, interest on the Bonds is excludable from gross income for federal income tax purposes and is exempt from State of California personal income taxes. In the opinion of Bond Counsel, interest on the Bonds is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes, although Bond Counsel observes that it is included in adjusted current earnings in calculating corporate alternative minimum taxable income. Bond Counsel expresses no opinion regarding other federal or State tax consequences relating to the ownership or disposition of, or the accrual or receipt of interest on, the Bonds. See "TAX MATTERS" herein.

\$16,000,000***OXNARD SCHOOL DISTRICT****(Ventura County, California)****General Obligation Bonds, Election of 2012, Series C****Dated: Date of Delivery****Due: August 1, as shown on inside front cover**

Authority and Purpose. The captioned bonds (the "Series C Bonds") are being issued by the Oxnard School District (the "District") pursuant to certain provisions of the California Government Code and a resolution of the Board of Trustees of the District adopted on October 15, 2014 (the "Bond Resolution"). The Series C Bonds are being issued to finance projects authorized by District voters at an election held on November 6, 2012, and to pay related costs of issuance. See "THE SERIES C BONDS – Authority For Issuance" and "THE FINANCING PLAN" herein.

Security. The Series C Bonds are general obligations of the District, payable solely from *ad valorem* property taxes levied and collected by Ventura County (the "County"). The County Board of Supervisors is empowered and is obligated to annually levy *ad valorem* taxes for the payment of interest on, and principal of, the Series C Bonds upon all property subject to taxation by the District, without limitation of rate or amount (except certain personal property which is taxable at limited rates). The District has other series of general obligation bonds outstanding which are similarly secured by tax levies. See "SECURITY FOR THE SERIES C BONDS."

Book-Entry Only. The Series C Bonds will be issued in book-entry form only, and will be initially issued and registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York ("DTC"). Purchasers will not receive physical certificates representing their interests in the Series C Bonds. See "THE SERIES C BONDS" and "APPENDIX F - DTC AND THE BOOK-ENTRY ONLY SYSTEM."

Payments. The Series C Bonds are being issued as current interest bonds. Interest on the Series C Bonds accrues from the date of delivery and is payable semiannually on February 1 and August 1 of each year, commencing August 1, 2015. Payments of principal of and interest on the Series C Bonds will be paid by U.S. Bank National Association, Los Angeles, California, as paying agent (the "Paying Agent"), to DTC for subsequent disbursement to DTC Participants, which will remit such payments to beneficial owners of the Series C Bonds. See "THE SERIES C BONDS - Description of the Series C Bonds."

Redemption. The Series C Bonds are subject to redemption prior to maturity as described in this Official Statement. See "THE SERIES C BONDS - Redemption."

Bond Insurance. The District has applied for bond insurance for the Series C Bonds, and will determine at the time of pricing whether to obtain such a policy. See "BOND INSURANCE."

MATURITY SCHEDULE

(See inside cover)

Cover Page. This cover page contains certain information for general reference only. It is not a summary of all the provisions of the Series C Bonds. Prospective investors must read the entire Official Statement to obtain information essential to making an informed investment decision.

The Series C Bonds will be offered when, as and if issued and accepted by the Underwriter, subject to the approval as to legality by Garcia, Hernández, Sawhney & Bermudez, LLP, San Diego, California, Bond Counsel to the District, and subject to certain other conditions. Jones Hall, A Professional Law Corporation, San Francisco, California, is serving as Disclosure Counsel to the District. Nossaman LLP, Irvine, California, is serving as counsel to the Underwriter. It is anticipated that the Series C Bonds, in book-entry form, will be available for delivery through the facilities of DTC in New York, New York, on or about November 5, 2014.

STIFEL

The date of this Official Statement is October __, 2014.

*Preliminary; subject to change.

MATURITY SCHEDULE*

\$16,000,000*
OXNARD SCHOOL DISTRICT
(Ventura County, California)
General Obligation Bonds, Election of 2012, Series C

Maturity (August 1)	Principal Amount	Interest Rate	Yield	Price	CUSIP[†]
2014					
2015					
2016					
2017					
2018					
2019					
2020					
2021					
2022					
2023					
2024					
2025					
2026					
2027					
2028					
2029					
2030					
2031					
2032					
2033					
2034					
2035					
2036					
2037					
2038					
2039					
2040					
2041					
2042					
2043					
2044					

**Preliminary; subject to change.*

† Copyright 2014, American Bankers Association. CUSIP data herein are provided by Standard & Poor's CUSIP Service Bureau, a division of The McGraw-Hill Companies, Inc., and are provided for convenience of reference only. Neither the District nor the Underwriter assumes any responsibility for the accuracy of these CUSIP data.

GENERAL INFORMATION ABOUT THIS OFFICIAL STATEMENT

Use of Official Statement. This Official Statement is submitted in connection with the sale of the Series C Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose. This Official Statement is not a contract between any bond owner and the District or the Underwriter.

No Offering Except by This Official Statement. No dealer, broker, salesperson or other person has been authorized by the District or the Underwriter to give any information or to make any representations other than those contained in this Official Statement and, if given or made, such other information or representation must not be relied upon as having been authorized by the District or the Underwriter.

No Unlawful Offers or Solicitations. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor may there be any sale of the Series C Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

Information in Official Statement. The information set forth in this Official Statement has been furnished by the District and other sources which are believed to be reliable, but it is not guaranteed as to accuracy or completeness.

Estimates and Forecasts. When used in this Official Statement and in any continuing disclosure by the District in any press release and in any oral statement made with the approval of an authorized officer of the District or any other entity described or referenced herein, the words or phrases “will likely result,” “are expected to,” “will continue,” “is anticipated,” “estimate,” “project,” “forecast,” “expect,” “intend” and similar expressions identify “forward looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Any forecast is subject to such uncertainties. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between forecasts and actual results, and those differences may be material. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, give rise to any implication that there has been no change in the affairs of the District or any other entity described or referenced herein since the date hereof.

Involvement of Underwriter. The Underwriter has provided the following statement for inclusion in this Official Statement: The Underwriter has reviewed the information in this Official Statement in accordance with, and as a part of, its responsibilities to investors under the Federal Securities Laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

Stabilization of and Changes to Offering Prices. The Underwriter may overallocate or take other steps that stabilize or maintain the market prices of the Series C Bonds at levels above that which might otherwise prevail in the open market. If commenced, the Underwriter may discontinue such market stabilization at any time. The Underwriter may offer and sell the Series C Bonds to certain securities dealers, dealer banks and banks acting as agent at prices lower than the public offering prices stated on the inside cover page of this Official Statement, and those public offering prices may be changed from time to time by the Underwriter.

Document Summaries. All summaries of the Bond Resolution or other documents referred to in this Official Statement are made subject to the provisions of such documents and qualified in their entirety to reference to such documents, and do not purport to be complete statements of any or all of such provisions.

No Securities Laws Registration. The Series C Bonds have not been registered under the Securities Act of 1933, as amended, in reliance upon exceptions therein for the issuance and sale of municipal securities. The Series C Bonds have not been registered or qualified under the securities laws of any state.

Effective Date. This Official Statement speaks only as of its date, and the information and expressions of opinion contained in this Official Statement are subject to change without notice. Neither the delivery of this Official Statement nor any sale of the Series C Bonds will, under any circumstances, give rise to any implication that there has been no change in the affairs of the District, the County, the other parties described in this Official Statement, or the condition of the property within the District since the date of this Official Statement.

Website. The District maintains a website. However, the information presented on the website is not a part of this Official Statement and should not be relied upon in making an investment decision with respect to the Series C Bonds.

OXNARD SCHOOL DISTRICT

BOARD OF TRUSTEES

Ernest Morrison, *President*
Veronica Robles-Solis, *Clerk*
Denis O'Leary, *Trustee*
Ana Del Rio-Barba, *Trustee*
Albert Duff, *Trustee*

DISTRICT ADMINISTRATION

Dr. Cesar Morales, *Superintendent*
Lisa Cline, *Assistant Superintendent, Business and Fiscal Services*
Dr. Catherine Kawaguchi, *Assistant Superintendent, Educational Services*
Dr. Jesus Vaca, *Assistant Superintendent, Human Resources and Support Services*

PROFESSIONAL SERVICES

FINANCIAL ADVISOR

Caldwell Flores Winters Inc.
Emeryville, California

BOND COUNSEL

Garcia, Hernández, Sawhney & Bermudez, LLP
San Diego, California

DISCLOSURE COUNSEL

Jones Hall, A Professional Law Corporation
San Francisco, California

PAYING AGENT, TRANSFER AGENT and BOND REGISTRAR

U.S. Bank National Association
Los Angeles, California

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\$16,000,000*
OXNARD SCHOOL DISTRICT
(Ventura County, California)
General Obligation Bonds, Election of 2012, Series C

The purpose of this Official Statement, which includes the cover page, inside cover page and attached appendices, is to set forth certain information concerning the sale and delivery of the Series C Bonds captioned above (the “**Series C Bonds**”) by the Oxnard School District (the “**District**”).

INTRODUCTION

This Introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement and the documents summarized or described in this Official Statement. A full review should be made of the entire Official Statement. The offering of Series C Bonds to potential investors is made only by means of the entire Official Statement.

The District. The District consists of an area of 28 square miles located in the southeastern portion of Ventura County (the “**County**”). It was established in 1873 and provides kindergarten through eighth grade educational services to the residents of the City of Oxnard and a portion of the City of Port Hueneme. The District has eleven K-5 elementary schools, six K-8 schools, three 6-8 middle schools, and one special education annex. For more information regarding the District and its finances, see Appendix B attached hereto. See also Appendix C hereto for demographic and other statistical information regarding the City of Oxnard and the County.

Purpose. The Series C Bonds are being issued by the District to finance projects approved by District voters at a general obligation bond election held on November 6, 2012, as more particularly described and defined herein. See “THE FINANCING PLAN” herein.

Authority for Issuance of the Series C Bonds. The Series C Bonds will be issued under the provisions of the Government Code of the State, commencing with Section 53506 thereof (the “**Bond Law**”) and under a resolution adopted by the Board of Trustees of the District on October 15, 2014 (the “**Bond Resolution**”). See “THE SERIES C BONDS - Authority for Issuance” herein.

Payment and Registration of the Series C Bonds. The Series C Bonds are being issued as current interest bonds. The Series C Bonds will be dated their date of original issuance and delivery (the “**Dated Date**”) and will be issued as fully registered bonds, without coupons, in the denominations of \$5,000 or any integral multiple of \$5,000, registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York (“**DTC**”), and will be available under the book-entry system maintained by DTC, only through brokers and dealers who are or act through DTC Participants as described below. Beneficial Owners will not be entitled to receive physical delivery of the Series C Bonds. See “THE SERIES C BONDS” and “APPENDIX F - DTC AND THE BOOK-ENTRY ONLY SYSTEM.”

**Preliminary, subject to change.*

Interest on the Series C Bonds accrues from the Dated Date and is payable semiannually on February 1 and August 1 of each year, commencing August 1, 2015. See “THE SERIES C BONDS - Description of the Series C Bonds.”

Redemption. The Series C Bonds are subject to redemption prior to their maturity as described in “THE SERIES C BONDS - Redemption.”

Security and Sources of Payment for the Series C Bonds. The Series C Bonds are general obligation bonds of the District payable solely from *ad valorem* property taxes levied and collected by the County. The County is empowered and is obligated to annually levy *ad valorem* taxes for the payment of interest on, and principal of, the Series C Bonds upon all property subject to taxation by the District, without limitation of rate or amount (except with respect to certain personal property which is taxable at limited rates). See “SECURITY FOR THE SERIES C BONDS.”

The District has other series of general obligation bonds that are payable from *ad valorem* taxes levied on taxable property in the District. For a schedule of the general obligation bonds issued by the District, see “SECURITY FOR THE SERIES C BONDS – *Ad Valorem* Taxes.” See also “THE FINANCING PLAN.”

Bond Insurance. The District has applied for bond insurance for the Series C Bonds, and will determine at the time of pricing whether to obtain such a policy. See “BOND INSURANCE.”

Other Information. This Official Statement speaks only as of its date, and the information contained in this Official Statement is subject to change. Copies of documents referred to in this Official Statement and information concerning the Series C Bonds are available from the District. The District may impose a charge for copying, mailing and handling.

END OF INTRODUCTION

THE FINANCING PLAN

At an election held on November 6, 2012, the District received authorization, by more than fifty-five percent of the qualified electors, to issue general obligation bonds in a principal amount not to exceed \$90,000,000 (the “**2012 Authorization**”). Pursuant to the 2012 Authorization, on December 27, 2012, the District caused the issuance of its General Obligation Bonds, 2012 Election, Series A in the aggregate principal amount of \$18,390,000, of which \$17,955,000 remains outstanding as of this date, and on May 30, 2013, caused the issuance of General Obligation Bonds, Election of 2012, Series B in the aggregate principal amount of \$25,500,000, of which \$25,500,000 remains outstanding as of this date, for the purpose of financing the acquisition and construction of school facilities in accordance with the 2012 Authorization. Prior to the issuance of the Series C Bonds, \$46,110,000 principal amount of the 2012 Authorization remains unissued. The Series C Bonds represent the third series of bonds to be issued pursuant to the 2012 Authorization.

The following is the abbreviated form of the bond measure:

“To replace portable classrooms, relieve student overcrowding by building and equipping new classrooms and educational facilities and repairing and equipping existing classrooms and educational facilities throughout the District, shall Oxnard School District be authorized to issue up to Ninety Million Dollars \$90,000,000.00 in bonds at the lowest possible legal interest rates so long as spending is annually reviewed by an independent citizens' oversight committee, annual audits are conducted and no money is used for employee salaries?”

SOURCES AND USES OF FUNDS

The estimated sources and uses of funds with respect to the Series C Bonds are as follows:

Sources of Funds

Principal Amount of Series C Bonds

Net Original Issue Premium

Total Sources

Uses of Funds

Building Fund

Costs of Issuance*

Debt Service Fund

Total Uses

*All estimated costs of issuance including, but not limited to, Underwriter's discount, printing costs and fees of Bond Counsel, Disclosure Counsel, the Financial Advisor, verification agent and the rating agency.

THE SERIES C BONDS

Authority for Issuance

The Series C Bonds will be issued under the Bond Law and the Bond Resolution.

Description of the Series C Bonds

Book-Entry Form. The Series C Bonds will be issued in book-entry form only, and will be initially issued and registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York (“DTC”). Purchasers of the Series C Bonds (the “Beneficial Owners”) will not receive physical certificates representing their interest in the Series C Bonds. Payments of principal of and interest on the Series C Bonds will be paid by U.S. Bank National Association (the “Paying Agent”) to DTC for subsequent disbursement to DTC Participants which will remit such payments to the Beneficial Owners of the Series C Bonds.

As long as DTC’s book-entry method is used for the Series C Bonds, the Paying Agent will send any notice of prepayment or other notices to owners only to DTC. Any failure of DTC to advise any DTC Participant, or of any DTC Participant to notify any Beneficial Owner, of any such notice and its content or effect will not affect the validity or sufficiency of the proceedings relating to the prepayment of the Series C Bonds called for prepayment or of any other action premised on such notice. See “APPENDIX F - DTC AND THE BOOK-ENTRY ONLY SYSTEM.”

The Paying Agent, the District, the County, and the Underwriter of the Series C Bonds have no responsibility or liability for any aspects of the records relating to or payments made on account of beneficial ownership, or for maintaining, supervising or reviewing any records relating to beneficial ownership, of interests in the Series C Bonds.

Principal and Interest Payments. The Series C Bonds will be dated the Closing Date and will bear interest payable semiannually each February 1 and August 1 (each, a “Bond Payment Date”), commencing August 1, 2015, at the interest rates shown on the inside front cover page of this Official Statement. Each Bond shall bear interest from the Bond Payment Date next preceding the date of registration and authentication thereof unless (i) it is registered and authenticated as of a Bond Payment Date, in which event it shall bear interest from such date, or (ii) it is registered and authenticated prior to a Bond Payment Date and after the close of business on the fifteenth (15th) day of the month preceding such Bond Payment Date, in which event it shall bear interest from such Bond Payment Date, or (iii) it is registered and authenticated at least 15 days prior to the first interest payment date, in which event it shall bear interest from the Closing Date; *provided, however,* that if at the time of authentication of a Bond, interest is in default thereon, such Bond shall bear interest from the Bond Payment Date to which interest has previously been paid or made available for payment thereon. Interest on the Series C Bonds will be calculated on the basis of a 360-day year comprised of twelve 30-day months. Interest on the Series C Bonds, including the final interest payment upon maturity, is payable by check of the Paying Agent mailed on the Bond Payment Date via first-class mail to the Owner thereof at such Owner’s address as it appears on the bond register maintained by the Paying Agent at the close of business on the fifteenth (15th) day of the month preceding the Bond Payment Date (the “Record Date”), or at such other address as the Owner may have filed with the Paying Agent for that purpose, or upon written request filed with the Paying Agent as of the Record Date by an Owner of at least \$1,000,000 in aggregate principal amount of Bonds, by wire transfer.

See the maturity schedules on the inside cover page of this Official Statement and “DEBT SERVICE SCHEDULES” herein.

Redemption*

Optional Redemption. The Series C Bonds maturing on or before August 1, 2024* are not subject to redemption prior to their respective maturity dates. The Series C Bonds maturing on or after August 1, 2025*, are subject to redemption prior to their respective maturity dates, from moneys provided at the option of the District, in each case on any date on and after August 1, 2024*, at a redemption price equal to the principal amount of the Series C Bonds to be redeemed, plus accrued interest to the date of redemption, without premium.

If the Series C Bonds shall be subject to optional redemption and less than all of the Series C Bonds are called for such redemption, such bonds shall be redeemed in inverse order of maturity (or as otherwise directed by the District) and if less than all of the Series C Bonds of any given maturity are called for redemption, the portions of such bonds of a given maturity to be redeemed shall be determined by lot.

Mandatory Sinking Fund Redemption. The Series C Bonds maturing on August 1, 20__ (the “**Term Bonds**”), are subject to mandatory sinking fund redemption on August 1 of each years in accordance with the respective schedules set forth below at a redemption price equal to 100% of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption. The Term Bonds so called for mandatory sinking fund redemption shall be redeemed in the sinking fund payments amounts and on the dates set forth below, without premium.

Term Bonds Maturing August 1, 20__

Redemption Date (August 1)	Sinking Fund Redemption
---------------------------------------	------------------------------------

The principal amount of each mandatory sinking fund payment of any maturity will be reduced proportionately by the amount of Series C Bonds, if any, of that maturity which have been optionally redeemed prior to the mandatory sinking fund payment date.

Notice of Redemption. Notice of redemption of Series C Bonds will be given by the Paying Agent upon a Written Request (as defined in the Bond Resolution) of the District given at least 60 days prior to the date designated for such redemption. Notice of any redemption of Series C Bonds will be mailed postage prepaid, not less than 30 nor more than 60 days prior to the redemption date as follows: (i) by first class mail to the respective Owners thereof at the addresses appearing on the bond registration books; (ii) by secured mail to all organizations registered with the Securities and Exchange Commission as securities depositories; (iii) to at least two information services of national recognition which disseminate redemption information with respect to municipal securities; and (iv) as may be further required in accordance with the Continuing Disclosure Certificate of the District.

**Preliminary; subject to change.*

Each notice of redemption will contain the following information: (i) the Series C Bonds or designated portions thereof (in the case of redemption of the Series C Bonds in part but not in whole) which are to be redeemed, (ii) CUSIP numbers and the numbers of the Series C Bonds to be redeemed and in the case of any Series C Bond to be redeemed in part only, the principal amount of such bond to be redeemed, (iii) the date of redemption, (iv) the redemption price, (v) the place or places where the redemption will be made, including the name and address of the Paying Agent, and (vi) descriptive information regarding the Series C Bonds including the original issue date, interest rate and stated maturity date of each Series C Bond to be redeemed in whole or in part. Each notice of redemption shall further state that on the specified date there shall become due and payable upon each Series C Bond or portion thereof being redeemed, the portion of the principal amount of such Series C Bond to be redeemed, together with the interest accrued to the redemption date, and redemption premium, if any, and that from and after such date, interest with respect thereto shall cease to accrue.

Any Redemption Notice for an optional redemption of the Series C Bonds delivered in accordance with this section may be conditional, and, if any condition stated in the Redemption Notice shall not have been satisfied on or prior to the redemption date: (i) the Redemption Notice shall be of no force and effect, (ii) the District shall not be required to redeem such Series C Bonds, (iii) the redemption shall not be made, and (iv) the Paying Agent shall within a reasonable time thereafter give notice to the persons in the manner in which the conditional Redemption Notice was given that such condition or conditions were not met and that the redemption was canceled.

Neither failure to receive nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the affected Series C Bonds.

Effect of Redemption. When notice of redemption has been given as described above, and when the redemption price of the Series C Bonds called for redemption is set aside for such purpose, the Series C Bonds designated for redemption shall become due and payable on the specified redemption date and interest shall cease to accrue thereon as of the redemption date. The Owners of such Series C Bonds so called for redemption after such redemption date shall look for the payment of such Series C Bonds and the redemption premium thereon, if any, only to the Debt Service Fund (as defined in the Bond Resolution) or the escrow fund established for such purpose.

Right to Rescind Notice of Redemption. The District has the right to rescind any notice of the optional redemption of Series C Bonds by written notice to the Paying Agent on or prior to the dated fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Series C Bonds then called for redemption. The District, the County and the Paying Agent shall have no liability to the Series C Bond owners or any other party related to or arising from such rescission of redemption. The Paying Agent shall mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent, except that the time period for giving the original notice of redemption shall not apply to any notice of rescission thereof.

Registration, Transfer and Exchange of Bonds

Transfer. Any Bond may, in accordance with its terms, be transferred, upon the books required to be kept by the Paying Agent pursuant to the provisions of the Bond Resolution, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation at the Principal Office at the Paying Agent, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed. The Paying Agent shall require the payment by the Owner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer. Whenever any Bond or Bonds shall be surrendered for transfer, the District shall execute and the Paying Agent shall authenticate and deliver a new Bond or Bonds, for like aggregate principal amount. No transfers of Bonds shall be required to be made (a) fifteen days prior to the date established by the Paying Agent for selection of Bonds for redemption or (b) with respect to a Bond after such Bond has been selected for redemption.

Exchange. Bonds may be exchanged at the Principal Office of the Paying Agent for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity. The Paying Agent shall require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange. No exchanges of Bonds shall be required to be made (a) fifteen days prior to the date established by the Paying Agent for selection of Bonds for redemption or (b) with respect to a Bond after such Bond has been selected for redemption.

Series C Bond Register. The Paying Agent shall keep or cause to be kept sufficient books for the registration and transfer of the Bond (the "Registration Books"), which shall at all times be open to inspection by the District upon reasonable notice; and, upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Bonds as herein before provided.

Defeasance

Effect. If at any time the District shall pay or cause to be paid or there shall otherwise be paid to the Owners of any or all outstanding Series C Bonds, as appropriate, all of the principal, interest and premium, if any, represented by such Series C Bonds at the times and in the manner provided herein and in the Series C Bonds, or as provided in the following paragraph, or as otherwise provided by law consistent with the Bond Resolution, then such Owners shall cease to be entitled to the obligation of the District as provided in herein, and such obligation and all agreements and covenants of the District and of the County to such Owners under the Bond Resolution and under the Series C Bonds shall thereupon be satisfied and discharged and shall terminate, except only that the District shall remain liable for payment of all principal, interest and premium, if any, represented by the Series C Bonds, but only out of monies on deposit in the interest and sinking fund or otherwise held in trust for such payment; and provided further, however, that the provisions of the Bond Resolution shall apply in all events.

Manner. All or any portion of the outstanding maturities of the Series C Bonds may be defeased prior to maturity in the following ways:

- (i) by irrevocably depositing with the Paying Agent, or an escrow bank, an amount of cash which together with amounts then on deposit in the Debt Service Fund, is sufficient to pay all Series C Bonds outstanding and

designated for defeasance, including all Principal and interest and premium, if any; or

- (ii) by irrevocably depositing with the Paying Agent, or an escrow bank, noncallable United States Obligations (as defined below) together with cash, if required, in such amount as will, in the opinion of an independent certified public accountant, together with interest to accrue thereon and monies then on deposit in the Debt Service Fund together with the interest to accrue thereon, be fully sufficient to pay and discharge all Series C Bonds outstanding and designated for defeasance (including all Principal and Accreted value thereof and interest and premiums, if any, thereon) at or before their maturity date.

“United States Obligations” United States Treasury notes, bonds, bills or certificates of indebtedness, or any other obligations the timely payment of which is directly or indirectly guaranteed or secured by the full faith and credit of the United States of America. .

DEBT SERVICE SCHEDULES

The Series C Bonds. The following table shows the semi-annual debt service schedule with respect to the Series C Bonds (assuming no optional redemptions).

OXNARD SCHOOL DISTRICT Series C Bonds Debt Service Schedule

Date	Principal	Interest	Annual Total
2/1/15			
8/1/15			
2/1/16			
8/1/16			
2/1/17			
8/1/17			
2/1/18			
8/1/18			
2/1/19			
8/1/19			
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2/1/36			
8/1/36			
2/1/37			
8/1/37			
2/1/38			
8/1/38			
2/1/39			
8/1/39			
2/1/40			

[Table continues on next page]

**OXNARD SCHOOL DISTRICT
Series C Bonds Debt Service Schedule
(Continued)**

8/1/40
2/1/41
8/1/41
2/1/42
8/1/42
2/1/43
8/1/43
2/1/44
8/1/44
Total

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Aggregate General Obligation Bond Debt Service Schedule. The District has outstanding general obligation bond indebtedness from authorizations received in 2006 and 2012, as well as refunding bonded indebtedness, the proceeds of which have been applied to the refunding of general obligation bonds of the District. The District has other series of general obligation bonds outstanding, which are secured by *ad valorem* taxes that the County is obligated to levy, without limit as to rate or amount, and which are payable on a parity basis with the Series C Bonds. See “SECURITY FOR THE SERIES C BONDS.” The following table shows combined annual debt service for outstanding general obligation bonds and refunding general obligation bonds, together with debt service on the Series C Bonds described herein (assuming no optional redemptions). See also Appendix B under the heading “ - Long-Term Debt.”

**OXNARD SCHOOL DISTRICT
Combined Annual Debt Service for Outstanding General Obligation Bonds**

Period Ending (August 1)	2006 Authorization	2012 Authorization	Refunding GOBs	2014 Series C Bonds	Total
2014	\$2,214,469	\$3,877,526	\$262,539		
2015	2,035,769	3,937,546	528,050		
2016	2,052,819	4,005,196	1,268,050		
2017	2,081,219	4,085,346	1,268,450		
2018	1,897,969	4,165,609	1,262,650		
2019	1,946,769	4,257,169	1,267,900		
2020	1,993,369	4,355,689	1,275,900		
2021	2,042,769	4,455,489	1,281,400		
2022	2,039,769	4,559,801	1,284,400		
2023	2,134,419	4,657,089	1,279,450		
2024	2,229,019	4,763,914	1,282,950		
2025	2,331,019	4,882,469	1,289,550		
2026	2,261,519	5,006,069	1,294,150		
2027	2,368,156	5,128,581	1,296,750		
2028	2,484,506	5,257,906	-		
2029	2,599,431	5,384,681	-		
2030	2,723,988	5,523,906	-		
2031	2,852,863	5,668,500	-		
2032	2,985,494	5,815,250	-		
2033	3,126,025	5,968,938	-		
2034	3,269,275	2,024,344	-		
2035	3,417,775	2,026,469	-		
2036	3,572,825	2,030,094	-		
2037	3,736,275	-	-		
2038	3,902,225	-	-		
2039	3,706,950	-	-		
2040	3,822,850	-	-		
2041	3,947,075	-	-		
2042	4,078,075	-	-		
2043	4,203,675	-	-		
TOTAL	\$84,058,356	\$101,837,580	\$16,142,189		

SECURITY FOR THE SERIES C BONDS

Ad Valorem Property Taxes

Bonds Payable from Ad Valorem Property Taxes. The Series C Bonds are general obligations of the District, payable solely from *ad valorem* property taxes levied and collected by the County. The County is empowered and is obligated to annually levy *ad valorem* property taxes for the payment of the Series C Bonds and the interest thereon upon all property within the District subject to taxation by the District, without limitation of rate or amount (except certain personal property which is taxable at limited rates).

Other Bonds Payable from Ad Valorem Property Taxes. The District has other outstanding bonded indebtedness payable from *ad valorem* property taxes. See Appendix B under the heading “Long-Term Debt.” Such indebtedness, together with debt service payable on the Series C Bonds, is all payable from *ad valorem* taxes on a parity basis.

In addition to the general obligation bonds issued by the District, there is other debt issued by entities with jurisdiction in the District, which is payable from *ad valorem* taxes levied on parcels in the District. See “PROPERTY TAXATION – Tax Rates” and “- Direct and Overlapping Debt” below.

Levy and Collection. The County will levy and collect such *ad valorem* taxes in such amounts and at such times as is necessary to ensure the timely payment of debt service. Such taxes, when collected, will be deposited into a debt service fund for the Series C Bonds, which is maintained by the County Office of Education and which is irrevocably pledged for the payment of principal of and interest on the Series C Bonds when due.

District property taxes are assessed and collected by the County in the same manner and at the same time, and in the same installments as other *ad valorem* taxes on real property, and will have the same priority, become delinquent at the same times and in the same proportionate amounts, and bear the same proportionate penalties and interest after delinquency, as do the other *ad valorem* taxes on real property. As described below, the County has adopted the Teeter Plan so secured tax revenues reflect the county-wide levies.

Annual Tax Rates. The amount of the annual *ad valorem* tax levied by the County to repay the Series C Bonds will be determined by the relationship between the assessed valuation of taxable property in the District and the amount of debt service due on the Series C Bonds. Fluctuations in the annual debt service on the Series C Bonds and the assessed value of taxable property in the District may cause the annual tax rate to fluctuate.

Economic and other factors beyond the District’s control, such as economic recession, deflation of land values, a relocation out of the District or financial difficulty or bankruptcy by one or more major property taxpayers, or the complete or partial destruction of taxable property caused by, among other eventualities, earthquake, flood, fire or other natural disaster, could cause a reduction in the assessed value within the District and necessitate a corresponding increase in the annual tax rate.

Debt Service Fund

The County Office of Education will establish a Debt Service Fund (the “**Debt Service Fund**”) for the Series C Bonds, which will be established as a separate fund to be maintained distinct from all other funds of the County. All taxes levied by the County for the payment of the principal of and interest and premium (if any) on the Series C Bonds will be deposited in the Debt Service Fund by the County Office of Education promptly upon the receipt. The Debt Service Fund is pledged for the payment of the principal of and interest and premium (if any) on the Series C Bonds when and as the same become due. The District will transfer amounts in the Debt Service Fund to the Paying Agent to the extent necessary to pay the principal of and interest and premium (if any) on the Series C Bonds as the same becomes due and payable.

If, after payment in full of the Series C Bonds, any amounts remain on deposit in a Debt Service Fund, the District shall transfer such amounts to its General Fund, to be applied solely in a manner which is consistent with the requirements of applicable state and federal tax law.

Not a County Obligation

The Series C Bonds are payable solely from the proceeds of an *ad valorem* tax levied and collected by the County, for the payment of principal and interest on the Series C Bonds. Although the County is obligated to collect the *ad valorem* tax for the payment of the Series C Bonds, the Series C Bonds are not a debt of the County.

BOND INSURANCE

The District has applied for bond insurance with respect to the Series C Bonds, and will determine at the time of pricing whether to obtain such insurance.

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PROPERTY TAXATION

Property Tax Collection Procedures

In California, property which is subject to *ad valorem* taxes is classified as “secured” or “unsecured.” The “secured roll” is that part of the assessment roll containing state assessed public utilities’ property and property, the taxes on which are a lien on real property sufficient, in the opinion of the county assessor, to secure payment of the taxes. A tax levied on unsecured property does not become a lien against such unsecured property, but may become a lien on certain other property owned by the taxpayer. Every tax which becomes a lien on secured property has priority over all other liens arising pursuant to State law on such secured property, regardless of the time of the creation of the other liens. Secured and unsecured property are entered separately on the assessment roll maintained by the county assessor. The method of collecting delinquent taxes is substantially different for the two classifications of property.

Property taxes on the secured roll are due in two installments, on November 1 and February 1 of each fiscal year. If unpaid, such taxes become delinquent after December 10 and April 10, respectively, and a 10% penalty attaches to any delinquent payment. In addition, property on the secured roll with respect to which taxes are delinquent is declared tax defaulted on or about June 30 of the fiscal year. Such property may thereafter be redeemed by payment of the delinquent taxes and a delinquency penalty, plus a redemption penalty of 1-1/2% per month to the time of redemption. If taxes are unpaid for a period of five years or more, the property is subject to sale by the County.

Property taxes are levied for each fiscal year on taxable real and personal property situated in the taxing jurisdiction as of the preceding January 1. A bill enacted in 1983, SB813 (Statutes of 1983, Chapter 498), however, provided for the supplemental assessment and taxation of property as of the occurrence of a change of ownership or completion of new construction. Thus, this legislation eliminated delays in the realization of increased property taxes from new assessments. As amended, SB813 provided increased revenue to taxing jurisdictions to the extent that supplemental assessments of new construction or changes of ownership occur subsequent to the January 1 lien date and result in increased assessed value.

Property taxes on the unsecured roll are due on the January 1 lien date and become delinquent, if unpaid on the following August 31. A 10% penalty is also attached to delinquent taxes in respect of property on the unsecured roll, and further, an additional penalty of 1-1/2% per month accrues with respect to such taxes beginning the first day of the third month following the delinquency date. The taxing authority has four ways of collecting unsecured personal property taxes: (1) a civil action against the taxpayer; (2) filing a certificate in the office of the county clerk specifying certain facts in order to obtain a judgment lien on certain property of the taxpayer; (3) filing a certificate of delinquency for record in the county recorder’s office, in order to obtain a lien on certain property of the taxpayer; and (4) seizure and sale of personal property, improvements or possessory interests belonging or assessed to the assessee. The exclusive means of enforcing the payment of delinquent taxes in respect of property on the secured roll is the sale of the property securing the taxes for the amount of taxes which are delinquent.

Taxation of State-Assessed Utility Property

The State Constitution provides that most classes of property owned or used by regulated utilities be assessed by the State Board of Equalization (“SBE”) and taxed locally. Property valued

by the SBE as an operating unit in a primary function of the utility taxpayer is known as “unitary property”, a concept designed to permit assessment of the utility as a going concern rather than assessment of each individual element of real and personal property owned by the utility taxpayer. State-assessed unitary and “operating nonunitary” property (which excludes nonunitary property of regulated railways) is allocated to the counties based on the situs of the various components of the unitary property. Except for unitary property of regulated railways and certain other excepted property, all unitary and operating nonunitary property is taxed at special county-wide rates and tax proceeds are distributed to taxing jurisdictions according to statutory formulae generally based on the distribution of taxes in the prior year.

Assessed Valuation

Assessed Valuation History. The table below shows recent history of the District’s assessed valuation.

**OXNARD SCHOOL DISTRICT
Assessed Valuations of All Taxable Property
Fiscal Years 2008-09 to 2014-15**

Fiscal Year	Local Secured	Utility	Unsecured	Total Before Redevelopment Increment	% Change
2008-09	\$ 10,289,763,060	\$ 44,811,506	\$ 588,785,515	\$ 10,923,360,081	--
2009-10	9,586,571,904	48,411,506	621,989,118	10,256,972,528	(6.10)%
2010-11	9,534,052,884	76,631,223	612,272,200	10,222,956,307	(0.33)
2011-12	9,474,840,551	66,837,369	587,163,739	10,128,841,659	(0.92)
2012-13	9,577,905,562	53,637,640	593,233,603	10,224,776,805	0.95
2013-14	9,875,630,783	34,435,156	613,236,660	10,523,302,599	2.92
2014-15	10,597,503,942	39,593,576	621,441,796	11,258,539,314	6.98

Source: California Municipal Statistics, Inc.

Assessed Valuation by Land Use. The following table shows the land use of parcels in the District, according to County records for fiscal year 2014-15. As shown, the majority of land in the District is used for residential purposes.

**OXNARD SCHOOL DISTRICT
Assessed Valuation and Parcels by Land Use
Fiscal Year 2014-15**

	2014-15 Assessed Valuation⁽¹⁾	% of Total	No. of Parcels	% of Total
Non-Residential:				
Agricultural	\$ 168,603,252	1.59%	127	0.40%
Commercial	658,688,923	6.22	837	2.66
Vacant Commercial	21,183,564	0.20	106	0.34
Industrial/Food Processing	1,205,630,280	11.38	608	1.93
Oil & Gas Production	261,239,582	2.47	42	0.13
Vacant Industrial	10,383,802	0.10	168	0.53
Recreational	15,146,883	0.14	27	0.09
Government/Social/Institutional	11,788,924	0.11	505	1.60
Miscellaneous	28,187,847	0.27	248	0.79
Subtotal Non-Residential	\$2,380,853,057	22.47%	2,668	8.47%
Residential:				
Single Family Residence	\$5,763,868,512	54.39%	18,548	58.86%
Condominium/Townhouse	1,656,170,176	15.63	6,534	20.73
Mobile Home	8,370,808	0.08	653	2.07
Mobile Home Park	10,764,664	0.10	8	0.03
2-4 Residential Units	264,764,551	2.50	913	2.90
5+ Residential Units/Apartments	362,837,093	3.42	285	0.90
Hotel/Motel	63,718,182	0.60	59	0.19
Timeshare	357,582	0.00	1,647	5.23
Vacant Residential	85,799,317	0.81	198	0.63
Subtotal Residential	\$8,216,650,885	77.53%	28,845	91.53%
Total	\$10,597,503,942	100.00%	31,513	100.00%

(1) Local Secured Assessed Valuation; excluding tax-exempt property.
Source: California Municipal Statistics, Inc.

Appeals of Assessed Value

There are two types of appeals of assessed values that could adversely impact property tax revenues within the District.

Appeals may be based on Proposition 8 of November 1978, which requires that for each January 1 lien date, the taxable value of real property must be the lesser of its base year value, annually adjusted by the inflation factor pursuant to Article XIII A of the State Constitution, or its full cash value, taking into account reductions in value due to damage, destruction, depreciation, obsolescence, removal of property or other factors causing a decline in value. See “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS – Article XIII A of the California Constitution” in Appendix B.

Under California law, property owners may apply for a Proposition 8 reduction of their property tax assessment by filing a written application, in form prescribed by the State Board of

Equalization, with the County board of equalization or assessment appeals board. In most cases, the appeal is filed because the applicant believes that present market conditions (such as residential home prices) cause the property to be worth less than its current assessed value. Proposition 8 reductions may also be unilaterally applied by the County Assessor.

Any reduction in the assessment ultimately granted as a result of such appeal applies to the year for which application is made and during which the written application was filed. These reductions are subject to yearly reappraisals and are adjusted back to their original values when market conditions improve. Once the property has regained its prior value, adjusted for inflation, it once again is subject to the annual inflationary factor growth rate allowed under Article XIII A.

A second type of assessment appeal involves a challenge to the base year value of an assessed property. Appeals for reduction in the base year value of an assessment, if successful, reduce the assessment for the year in which the appeal is taken and prospectively thereafter. The base year is determined by the completion date of new construction or the date of change of ownership. Any base year appeal must be made within four years of the change of ownership or new construction date.

The District cannot predict the changes in assessed values that might result from pending or future appeals by taxpayers. Any reduction in aggregate District assessed valuation due to appeals, as with any reduction in assessed valuation due to other causes, will cause the tax rate levied to repay the Series C Bonds to increase accordingly, so that the fixed debt service on the Series C Bonds (and other outstanding general obligation bonds, if any) may be paid.

Tax Rates

The table below summarizes the total *ad valorem* tax rates levied by all taxing entities in a typical tax rate area in the District for fiscal years 2010-11 through 2014-15.

**OXNARD SCHOOL DISTRICT
Summary of Ad Valorem Tax Rates
\$1 per \$100 of Assessed Valuation
Fiscal Years 2010-11 through 2014-15**

	<u>2010-11</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
1% General Fund Levy	1.000000	1.000000	1.000000	1.000000	1.000000
Oxnard School District	.096900	.093700	.085100	.102200	.106500
Oxnard Union HSD	.028200	.017400	.019900	.032500	.017800
Ventura CCD	.015100	.014000	.019100	.016700	.017600
Metropolitan Water District	.003700	.003700	.003500	.003500	.003500
City of Oxnard	<u>.076637</u>	<u>.076637</u>	<u>.076637</u>	<u>.076637</u>	<u>.076637</u>
Total	1.220537	1.205437	1.204237	1.231537	1.222037

Source: California Municipal Statistics, Inc.

Property Tax Collections

The District's total secured tax collections and delinquencies are apportioned on a County-wide basis, according to the District's designated tax rate amount. Therefore, the total secured tax levies, as well as collections and delinquencies reported, do not represent the actual secured tax levies, collections and delinquencies of tax payers within the tax areas of the District. In addition, the District's total secured tax levy does not include special assessments, supplemental taxes or other charges which have been assessed on property within the District or other tax rate areas of the County.

The County has adopted the Alternative Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds (the "**Teeter Plan**") as provided for in the State Revenue and Taxation Code, which requires the County to pay 100% of secured property taxes due to local agencies in the fiscal year such taxes are due. Under these provisions, each county operating under the Teeter Plan establishes a delinquency reserve and assumes responsibility for all secured delinquencies, assuming that certain conditions are met.

Because of this method of tax collection, the K-12 districts located in counties operating under the Teeter Plan and participating in the Teeter Plan are assured of 100% collection of their secured tax levies if the conditions established under the applicable county's Teeter Plan are met. However, such districts are no longer entitled to share in any penalties due on delinquent payments or in the interest which accrues on delinquent payments.

The Teeter Plan is to remain in effect unless the Board of Supervisors orders its discontinuance or unless, prior to the commencement of any fiscal year of the County (which commences on July 1), the Board of Supervisors has received a petition for its discontinuance joined in by resolutions adopted by two thirds of the participating revenue districts in the County, in which event the Board of Supervisors is required to order discontinuance of the Teeter Plan effective at the commencement of the subsequent fiscal year.

The Board of Supervisors may, by resolution adopted not later than July 15 of the fiscal year for which it is to apply after holding a public hearing on the matter, discontinue the procedures under the Teeter Plan with respect to any tax levying agency or assessment levying agency in the County if the rate of secured tax delinquency in that agency in any year exceeds 3% of the total of all taxes and assessments levied on the secured rolls for that agency. In the event that the Teeter Plan was terminated, the amount of the levy of *ad valorem* taxes in the District would depend upon the collections of the *ad valorem* property taxes and delinquency rates experienced with respect to the parcels within the District.

So long as the Teeter Plan remains in effect with respect to the District, the District's receipt of revenues with respect to the levy of *ad valorem* property taxes will not be dependent upon actual collections of the *ad valorem* property taxes by the County.

Major Taxpayers

The following table shows the 20 largest taxpayers in the District as determined by their secured assessed valuations in fiscal year 2014-15:

**OXNARD SCHOOL DISTRICT
Largest 2014-15 Local Secured Taxpayers**

	<u>Property Owner</u>	<u>Primary Land Use</u>	<u>2014-15 Assessed Valuation</u>	<u>% of Total (1)</u>
1.	Venoco Inc.	Oil & Gas Production	\$161,751,001	1.53%
2.	Vintage CA Production LLC	Oil & Gas Production	81,411,721	0.77
3.	F. Oliveira Ranch Co., Lessor	Shopping Center	64,711,264	0.61
4.	BG Terminal (CA) LLC	Industrial	56,340,000	0.53
5.	Pegh Invesments LLC	Industrial	50,200,018	0.47
6.	Seminis Vegetable Seeds Inc.	Industrial	46,920,502	0.44
7.	Centerpoint Mall LLC	Shopping Center	46,476,676	0.44
8.	EF Oxnard LLC	Industrial	41,558,491	0.39
9.	Sysco Food Services of Ventura	Industrial	40,587,100	0.38
10.	MPL Property Holdings LLC	Residential Land	32,250,000	0.30
11.	Ostrow Partnership	Shopping Center	28,740,894	0.27
12.	Swift Investments Co.	Shopping Center	28,475,209	0.27
13.	Deardorff-Jackson Co.	Industrial	27,451,052	0.26
14.	Steadfast Holiday Manor LP	Apartments	25,502,179	0.24
15.	Sunbelt Enterprises LLC	Industrial	24,769,404	0.23
16.	ROIC California LLC	Shopping Center	24,302,893	0.23
17.	Boxkovich Farms Inc.	Industrial	24,260,173	0.23
18.	Raypak Inc.	Industrial	24,083,063	0.23
19.	John McGrath Family Partnership	Commercial Properties	23,799,758	0.22
20.	Felcor/JPM Hospitality LLC	Hotel	<u>22,995,398</u>	<u>0.22</u>
			<u>\$876,586,796</u>	<u>8.27%</u>

(1) 2014-15 Total Secured Assessed Valuation: \$10,597,503,942.
Source: California Municipal Statistics, Inc.

Direct and Overlapping Debt

Set forth below is a direct and overlapping debt report (the “**Debt Report**”) prepared by California Municipal Statistics, Inc. dated as of October 3, 2014 for debt issued as of October 1, 2014. The Debt Report is included for general information purposes only. The District has not reviewed the Debt Report for completeness or accuracy and makes no representation in connection therewith.

The Debt Report generally includes long-term obligations sold in the public credit markets by public agencies whose boundaries overlap the boundaries of the District in whole or in part. Such long-term obligations generally are not payable from revenues of the District (except as indicated) nor are they necessarily obligations secured by land within the District. In many cases, long-term obligations issued by a public agency are payable only from the general fund or other revenues of such public agency.

OXNARD SCHOOL DISTRICT
Statement of Direct and Overlapping Bonded Debt
(Debt Issued as of October 1, 2014)

2014-15 Assessed Valuation: \$11,258,539,314

<u>DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:</u>	<u>% Applicable (1)</u>	<u>Debt 10/1/14</u>
Metropolitan Water District	0.465%	\$ 615,079
Ventura County Community College District	9.749	28,685,173
Oxnard Union High School District	30.671	41,762,252
Oxnard School District	100.000	142,258,139 (2)
(3)		
City of Oxnard Community Facilities District No. 1	100.000	8,385,000
City of Oxnard Community Facilities District No. 3	100.000	27,455,000
City of Oxnard 1915 Act Bonds (Estimate)	Various	2,648,544
TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT		\$251,809,187
<u>DIRECT AND OVERLAPPING GENERAL FUND DEBT:</u>		
Ventura County Certificates of Participation	9.746%	\$38,288,136
Ventura County Superintendent of Schools Certificates of Participation	9.746	1,087,654
Oxnard Union High School District Certificates of Participation	30.671	2,091,762
Oxnard School District Certificates of Participation	100.000	4,341,900
City of Oxnard General Fund Obligation	61.395	37,757,193
City of Port Hueneme General Fund Obligations	35.094	719,427
City of Port Hueneme Pension Obligation Bonds	35.094	2,259,995
City of San Buenaventura General Fund Obligations	0.015	5,705
TOTAL DIRECT AND OVERLAPPING GENERAL FUND DEBT		\$86,551,772
<u>OVERLAPPING TAX INCREMENT DEBT (Successor Agency):</u>		
Oxnard Redevelopment Agency H.E.R.O. Project Area	39.433%	\$ 8,000,956
Oxnard Redevelopment Agency Merged Project Area		100.
		<u>11,630,000</u>
TOTAL OVERLAPPING TAX INCREMENT DEBT		\$19,630,956
COMBINED TOTAL DEBT		\$357,991,915 (4)

(1) Based on 2013-14 ratios.

(2) Excludes accreted value of capital appreciation bonds.

(3) Excludes issue to be sold.

(4) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.

Ratios to 2014-15 Assessed Valuation:

Direct Debt (\$142,258,139)	1.26%
Total Direct and Overlapping Tax and Assessment Debt.....	2.24%
Combined Direct Debt (\$146,600,039)	1.30%
Combined Total Debt.....	3.18%

Ratios to Redevelopment Incremental Valuation (\$1,029,037,509):

Overlapping Tax Increment Debt.....	1.91%
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Source: California Municipal Statistics, Inc.

TAX MATTERS

General

In the opinion of Garcia, Hernández, Sawhney & Bermudez, LLP, San Diego, California, Bond Counsel, based on existing statutes, regulations, rulings and court decisions, interest on the Bonds is excludable from gross income for federal income tax purposes and is exempt from State of California personal income taxes. A copy of the proposed opinion of Bond Counsel is set forth in APPENDIX hereto.

The Internal Revenue Code of 1986 (the "Code"), imposes various restrictions, conditions and requirements relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Bonds. The District has covenanted to comply with certain restrictions designed to assure that interest on the Bonds will not be includable in federal gross income. Failure to comply with these covenants may result in interest on the Bonds being includable in federal gross income, possibly from the date of issuance of the Bonds. The opinion of Bond Counsel assumes compliance with these covenants. Bond Counsel has not undertaken to determine (or to inform any person) whether any actions taken (or not taken) or events occurring (or not occurring) after the date of issuance of the Bonds may affect the value of, or the tax status of interest on the Bonds. Further, no assurance can be given that pending or future legislation or amendments to the Code, will not adversely affect the value of, or the tax status of interest on, the Bonds. Prospective owners are urged to consult their own tax advisors with respect to proposals to restructure the federal income tax.

Bond Counsel is further of the opinion that interest on the Bonds is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes. Bond Counsel observes, however, that interest on the Bonds is included in adjusted current earnings in calculating corporate alternative minimum taxable income.

Prospective purchasers of the Bonds should be aware that (i) with respect to insurance companies subject to the tax imposed by Section 831 of the Code, Section 832(b)(5)(B)(i) reduces the deduction for loss reserves by 15 percent of the sum of certain items, including interest with respect to the Bonds, (ii) interest with respect to the Bonds earned by certain foreign corporations doing business in the United States could be subject to a branch profits tax imposed by Section 884 of the Code, (iii) passive investment income, including interest with respect to the Bonds, may be subject to federal income taxation under Section 1375 of the Code for subchapter S corporations having subchapter C earnings and profits at the close of the taxable year and gross receipts more than 25% of which constitute passive investment income, and (iv) Section 86 of the Code requires recipients of certain Social Security and certain Railroad Retirement benefits to take into account, in determining gross income, receipts or accruals of interest on the Bonds.

If the initial offering price to the public (excluding bond houses and brokers) at which a Bond is sold is less than the amount payable at maturity thereof, then such difference constitutes "original issue discount" for purposes of federal income taxes and State of California personal income taxes. If the initial offering price to the public (excluding bond houses and brokers) at which a Bond is sold is greater than the amount payable at maturity thereof, then the excess of the tax basis of a purchaser of such Bond (other than a purchaser who holds such Bond as inventory, stock in trade or for sale to customers in the ordinary course of business) over the principal amount of such Bond constitutes "original issue premium" for purposes of federal income taxes and State of California personal income taxes.

Under the Code, original issue discount is excludable from gross income for federal income tax purposes to the same extent as the interest on the Bonds. Further, such original issue discount accrues actuarially on a constant interest rate basis over the term of each such Bond and the basis of such Bond acquired at such initial offering price by an initial purchaser of each such Bond will be increased by the amount of such accrued discount. The Code contains certain provisions relating to the accrual of original issue discount in the case of purchasers of the such Bonds who purchase such Bonds after the initial offering of a substantial amount thereof. Owners who do not purchase such Bonds in the initial offering at the initial offering prices should consult their own tax advisors with respect to the tax consequences of ownership of such Bonds. All holders of such Bonds should consult their own tax advisors with respect to the allowance of a deduction for any loss on a sale or other disposition to the extent that calculation of such loss is based on accrued original issue discount.

Under the Code, original issue premium is amortized for federal income tax purposes over the term of such a Bond based on the purchaser's yield to maturity in such Bond, except that in the case of such a Bond callable prior to its stated maturity, the amortization period and the yield may be required to be determined on the basis of an earlier call date that results in the lowest yield on such Bond. A purchaser of such a Bond is required to decrease his or her adjusted basis in such Bond by the amount of bond premium attributable to each taxable year in which such purchaser holds such Bond. The amount of bond premium attributable to a taxable year is not deductible for federal income tax purposes. Purchasers of such Bonds should consult their tax advisors with respect to the precise determination for federal income tax purposes of the amount of bond premium attributable to each taxable year and the effect of bond premium on the sale or other disposition of such a Bond, and with respect to the state and local tax consequences of owning and disposing of such a Bond.

Certain agreements, requirements and procedures contained or referred to in the Resolution and other relevant documents may be changed and certain actions may be taken or omitted under the circumstances and subject to the terms and conditions set forth in those documents, upon the advice or with the approving opinion of nationally recognized bond counsel. Bond Counsel expresses no opinion as to the effect on any Bond or the interest payable with respect thereto if any change occurs or action is taken or omitted upon the advice or approval of counsel other than Bond Counsel.

Although Bond Counsel has rendered an opinion that interest on the Bonds is excludable from federal gross income, and is exempt from State of California personal income taxes, the ownership or disposition of the Bonds, and the accrual or receipt of interest on the Bonds may otherwise affect an Owner's state or federal tax liability. The nature and extent of these other tax consequences will depend upon each Owner's particular tax status and the Owner's other items of income or deduction. Bond Counsel expresses no opinion regarding any such other tax consequences.

Future rulings, court decisions, legislative proposals, if enacted into law, or clarification of the Code may cause interest on the Bonds to be subject, directly or indirectly, to federal income taxation, or otherwise prevent Owners from realizing the full current benefit of the tax status of such interest. For example, Representative Dave Camp, Chair of the House Ways and Means Committee released draft legislation that would subject interest on the Bonds to a federal income tax at an effective rate of 10% or more for individuals, trusts, and estates in the highest tax bracket, and the Obama Administration proposed legislation that would limit the exclusion from gross income of interest on the Bonds to some extent for high-income individuals. There can be no assurance that such future rulings, court decisions, legislative proposals, if enacted into law, or

clarification of the Code enacted or proposed after the date of issuance of the Bonds will not have an adverse effect on the tax exempt status or market price of the Bonds.

Internal Revenue Service Audit of Tax-Exempt Issues

The Internal Revenue Service (“IRS”) has initiated an expanded program for the auditing of tax-exempt issues, including both random and targeted audits. It is possible that the Certificates will be selected for audit by the IRS. It is also possible that the market value of the Certificates might be affected as a result of such an audit of the Certificates (or by an audit of similar obligations).

Information Reporting and Backup Withholding

Information reporting requirements apply to interest (including original issue discount) paid after March 31, 2007 on tax-exempt obligations, including the Bonds. In general, such requirements are satisfied if the interest recipient completes, and provides the payor with, a Form W-9, “Request for Taxpayer Identification Number and Certification,” or unless the recipient is one of a limited class of exempt recipients, including corporations. A recipient not otherwise exempt from information reporting who fails to satisfy the information reporting requirements will be subject to “backup withholding,” which means that the payor is required to deduct and withhold a tax from the interest payment, calculated in the manner set forth in the Code. For the foregoing purpose, a “payor” generally refers to the person or entity from whom a recipient receives its payments of interest or who collects such payments on behalf of the recipient.

If an owner purchasing a Bond through a brokerage account has executed a Form W-9 in connection with the establishment of such account, as generally can be expected, no backup withholding should occur. In any event, backup withholding does not affect the excludability of the interest on the Bonds from gross income for Federal income tax purposes. Any amounts withheld pursuant to backup withholding would be allowed as a refund or a credit against the owner’s Federal income tax once the required information is furnished to the Internal Revenue Service.

CERTAIN LEGAL MATTERS

Legality for Investment

Under provisions of the California Financial Code, the Series C Bonds are legal investments for commercial banks in California to the extent that the Series C Bonds, in the informed opinion of the bank, are prudent for the investment of funds of depositors, and under provisions of the California Government Code, the Series C Bonds are eligible to secure deposits of public moneys in California.

Absence of Litigation

No litigation is pending or threatened concerning the validity of the Series C Bonds, and a certificate to that effect will be furnished to purchasers at the time of the original delivery of the Series C Bonds. The District is not aware of any litigation pending or threatened that (i) questions the political existence of the District, (ii) contests the District's ability to receive *ad valorem* taxes or to collect other revenues or (iii) contests the District's ability to issue and retire the Series C Bonds.

The District is routinely subject to lawsuits and claims. In the opinion of the District, the aggregate amount of the uninsured liabilities of the District under these lawsuits and claims will not materially affect the financial position or operations of the District.

Compensation of Certain Professionals

Payment of the fees and expenses of Garcia, Hernández, Sawhney & Bermudez, LLP, as Bond Counsel, Jones Hall, A Professional Law Corporation, as Disclosure Counsel to the District, Caldwell, Flores, Winters Inc., as financial advisor to the District, and Nossaman LLP, Irvine, California, as Underwriter's Counsel, is contingent upon issuance of the Series C Bonds.

CONTINUING DISCLOSURE

The District will execute a Continuing Disclosure Certificate in connection with the issuance of the Series C Bonds in the form attached hereto as Appendix E. The District has covenanted therein, for the benefit of holders and beneficial owners of the Series C Bonds to provide certain financial information and operating data relating to the District to the Municipal Securities Rulemaking Board (an "**Annual Report**") not later than nine months after the end of the District's fiscal year (which currently would be March 31), commencing March 31, 2015 with the report for the 2013-2014 Fiscal Year, and to provide notices of the occurrence of certain enumerated events. Such notices will be filed by the District with the Municipal Securities Rulemaking Board. The specific nature of the information to be contained in an Annual Report or the notices of enumerated events is set forth in "APPENDIX E – FORM OF CONTINUING DISCLOSURE CERTIFICATE." These covenants have been made in order to assist the Underwriter of the Series C Bonds in complying with S.E.C. Rule 15c2-12(b)(5) (the "**Rule**").

The District has made undertakings pursuant to the Rule in connection with prior debt issuances. Specific instances of non-compliance with prior undertakings in the previous five years include (i) filing annual reports late in the years 2010, 2011 and 2012, and (ii) not filing in a timely manner notices of rating changes with respect to rating downgrades for bond insurers which insure certain of the District's debt issues. As of this date, the District has filed each of its Annual Reports for the previous five years, and has also filed required notices of insured rating changes.

The District currently serves as its own dissemination agent in connection with its prior undertakings as well as the undertaking relating to the Series C Bonds.

Neither the County nor any other entity other than the District shall have any obligation or incur any liability whatsoever with respect to the performance of the District's duties regarding continuing disclosure.

RATING

Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business ("**S&P**") has assigned a rating of "____" to the Series C Bonds. The District has provided certain additional information and materials to S&P (some of which does not appear in this Official Statement to the extent deemed not material for investment purposes). Such rating reflects only the view of S&P and an explanation of the significance of such rating and outlook may be obtained only from S&P. There is no assurance that any credit ratings given to the Series C Bonds will be maintained for any period of time or that the rating may not be lowered or withdrawn entirely by

S&P if, in its judgment, circumstances so warrant. Any such downward revision or withdrawal of a rating may have an adverse effect on the market price of the Series C Bonds.

UNDERWRITING

The Series C Bonds are being purchased by Stifel, Nicolaus & Company, Incorporated (the “**Underwriter**”). The Underwriter has agreed to purchase the Series C Bonds at a price of \$ _____ which is equal to the initial principal amount of the Series C Bonds of \$ _____, plus net original issue premium of \$ _____ less an Underwriter’s discount of \$ _____. The purchase contract relating to the Series C Bonds provides that the Underwriter will purchase all of the Series C Bonds (if any are purchased), and provides that the Underwriter’s obligation to purchase is subject to certain terms and conditions, including the approval of certain legal matters by counsel.

The Underwriter may offer and sell Series C Bonds to certain dealers and others at prices lower than the offering prices stated on the inside cover page hereof. The offering prices may be changed by the Underwriter.

FINANCIAL ADVISOR

Caldwell Flores Winters, Inc. (the “**Financial Advisor**”) has been employed by the District to perform financial services in connection with the sale and delivery of the Series C Bonds. The Financial Advisor is an independent advisory firm and is not engaged in the business of underwriting, trading or distributing municipal securities or other public securities. The Financial Advisor is not contractually obligated to undertake, and has not undertaken to make, an independent verification or to assume responsibility for the accuracy, completeness or fairness of the information contained in this Official Statement.

ADDITIONAL INFORMATION

The discussions herein about the Bond Resolution and the Continuing Disclosure Certificate are brief outlines of certain provisions thereof. Such outlines do not purport to be complete and for full and complete statements of such provisions reference is made to such documents. Copies of these documents mentioned are available from the Underwriter and following delivery of the Series C Bonds will be on file at the offices of the Paying Agent in Los Angeles, California.

References are also made herein to certain documents and reports relating to the District; such references are brief summaries and do not purport to be complete or definitive. Copies of such documents are available upon written request to the District.

Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement is not to be construed as a contract or agreement between the District and the purchasers or Owners of any of the Series C Bonds.

The execution and delivery of this Official Statement have been duly authorized by the District.

OXNARD SCHOOL DISTRICT

By: _____
Superintendent

APPENDIX A
OXNARD SCHOOL DISTRICT
AUDITED FINANCIAL STATEMENTS FOR FISCAL YEAR 2012-13

APPENDIX B

GENERAL AND FINANCIAL INFORMATION FOR THE OXNARD SCHOOL DISTRICT

The information in this and other sections concerning the District's operations and operating budget is provided as supplementary information only, and it should not be inferred from the inclusion of this information in this Official Statement that the principal of or interest on the Series C Bonds is payable from the General Fund of the District. The Series C Bonds are payable from the proceeds of an ad valorem tax required to be levied by the County in an amount sufficient for the payment thereof. See "THE SERIES C BONDS –Security for the Series C Bonds" in the front half of the Official Statement.

GENERAL DISTRICT INFORMATION

General Information

The District consists of an area of 28 square miles located in the southeastern portion of Ventura County (the "**County**"). It was established in 1873 and provides kindergarten through eighth grade educational services to the residents of the City of Oxnard and a portion of the City of Port Hueneme. The District has eleven K-5 elementary schools, six K-8 schools, three 6-8 middle schools, and one special education annex. Enrollment in the District in fiscal year 2014-15 is approximately 17,080 students.

Administration

Board of Education. The District is governed by a five-member Board of Trustees, each member of which is elected to a four-year term. Elections for positions to the Board of Trustees are held every two years, alternating between two and three available positions. Current members of the Board of Trustees, together with their office and the date their term expires, are listed below.

Name	Position	Term Expires
Ernest Morrison	President	November 2014
Veronica Robles-Solis	Clerk	November 2014
Denis O'Leary	Trustee	November 2016
Ana Del Rio-Barba	Trustee	November 2014
Albert Duff	Trustee	November 2016

Superintendent and Administrative Personnel. The Superintendent of the District, appointed by the Board, is responsible for management of the day-to-day operations and supervises the work of other District administrators. The names and backgrounds of the Superintendent and the senior administrative staff are set forth below.

Dr. Cesar Morales, Superintendent. Dr. Morales has been Superintendent of the District since July 1, 2013. Previously he had worked as an assistant superintendent of human resources for the Lawndale School District in Los Angeles County. He has worked also as a middle school counselor, an assistant

principal, and a principal. He earned his Doctorate in Educational Leadership from University of California, Los Angeles.

Lisa Cline, Assistant Superintendent, Business and Fiscal Services. Ms. Cline has an aggregate of approximately 24 years' experience in finance with both the Ventura County Office of Education and the District. Before coming to the District, Ms. Cline served in various capacities at the Ventura County Office of Education including Payroll Manager/Senior Accountant and Payroll Supervisor. Ms. Cline joined the District on July 1, 2005 as its Director of Finance. Effective July 1, 2011, Ms. Cline was appointed Assistant Superintendent, Business and Fiscal Services.

Dr. Jesus Vaca, Assistant Superintendent, Human Resources and Support Services. Dr. Vaca has been Assistant Superintendent of Human Resources and Support Services for the District since November 2013. He has held administrative positions in education for over 17 years. Dr. Vaca's duties include, but are not limited to, collective bargaining as chief negotiator, risk management, employee recruitment and retention, and employee discipline. Dr. Vaca is also the custodian of records and is the Title IX compliance officer for the District. Prior to becoming Assistant Superintendent, Dr. Vaca was a Principal in the Ventura Unified School District. Dr. Vaca received his Doctorate in Educational Leadership from California State University, Northridge.

Dr. Catherine Kawaguchi, Assistant Superintendent, Educational Services. Dr. Kawaguchi has been an Assistant Superintendent since 2009. Prior to this position, Dr. Kawaguchi was a Principal and Assistant Principal in the Oxnard School District for five years. She has taught in the Oxnard School District for 11 years. Dr. Kawaguchi received her graduate training at California Lutheran University. She received her Doctorate in Educational Leadership from University of Southern California.

Recent Enrollment Trends

The following table shows recent enrollment history for the District.

**ANNUAL ENROLLMENT
Fiscal Years 2005-06 through 2015-16 (Projected)
Oxnard School District**

School Year	Enrollment
2005-06	16,004
2006-07	15,441
2007-08	15,281
2008-09	15,400
2009-10	15,554
2010-11	15,870
2011-12	16,119
2012-13	16,533
2013-14	16,803
2014-15*	16,947
2015-16*	17,222

*Estimates and Projections as set forth in Budget for fiscal year 2014-15.
Source: California Department of Education, Educational Demographics Unit; District for 2014-15 and 2015-16 Projections.

Employee Relations

Certificated Personnel. The District employs approximately 760 certificated employees. Certificated employees that are teaching are represented by the Oxnard Educators Association (the “**OEA**”). They are currently under a contract that expired June 30, 2014, which contract will remain in effect until negotiations for the next year’s contract are finalized. Certificated employees which are in non-teaching positions are represented by the Oxnard Supportive Services Association (the “**OSSA**”). The District and the OSSA are currently operating under a contract that will expire in June 2016.

Classified Personnel. The District employs approximately 850 classified employees. The California School Employees Association (“**CSEA**”) is the bargaining agent for non-teaching (classified) personnel. The District and the CSEA are currently operating under a contract that will expire on October 31, 2014.

DISTRICT FINANCIAL INFORMATION

The information in this and other sections concerning the District's operations and operating budget is provided as supplementary information only, and it should not be inferred from the inclusion of this information in this Official Statement that the principal of or interest on the Series C Bonds is payable from the General Fund of the District. The Series C Bonds are payable from the proceeds of an ad valorem tax required to be levied by the County in an amount sufficient for the payment thereof.

Education Funding Generally

School districts in California receive operating income primarily from two sources: the State funded portion which is derived from the State's general fund, and a locally funded portion, being the district's share of the one percent general *ad valorem* tax levy authorized by the California Constitution. As a result, decreases or deferrals in education funding by the State could significantly affect a school district's revenues and operations.

From 1973-74 to 2012-13, California school districts operated under general purpose revenue limits established by the State Legislature. In general, revenue limits were calculated for each school district by multiplying (1) the average daily attendance ("**ADA**") for such district by (2) a base revenue limit per unit of ADA. The revenue limit calculations were adjusted annually in accordance with a number of factors designated primarily to provide cost of living increases and to equalize revenues among all California school districts of the same type. Funding of the District's revenue limit was provided by a mix of local property taxes and State apportionments of basic and equalization aid. Generally, the State apportionments amounted to the difference between the District's revenue limit and its local property tax revenues.

The fiscal year 2013-14 State budget package replaced the previous K-12 finance system with a new formula known as the Local Control Funding Formula (the "**LCFF**"). Under the LCFF, revenue limits and most state categorical programs were eliminated. School districts instead receive funding based on the demographic profile of the students they serve and gain greater flexibility to use these funds to improve outcomes of students. The LCFF creates funding targets based on student characteristics. For school districts and charter schools, the LCFF funding targets consist of grade span-specific base grants plus supplemental and concentration grants that reflect student demographic factors. The LCFF includes the following components:

- A base grant for each local education agency per unit of ADA, which varies with respect to different grade spans. The base grant is \$2,375 more than the average revenue limit provided prior to LCFF implementation. The base grants will be adjusted upward each year to reflect cost-of-living increases. In addition, grades K-3 and 9-12 are subject to adjustments of 10.4% and 2.6%, respectively, to cover the costs of class size reduction in grades K-3 and the provision of career technical education in grades 9-12.
- A 20% supplemental grant for English learners, students from low-income families and foster youth to reflect increased costs associated with educating those students.

- An additional concentration grant of up to 22.5% of a local education agency's base grant, based on the number of English learners, students from low-income families and foster youth served by the local agency that comprise more than 55% of enrollment.
- An economic recovery target to ensure that almost every local education agency receives at least their pre-recession funding level, adjusted for inflation, at full implementation of the LCFF.

The LCFF was implemented for fiscal year 2013-14 and will be phased in gradually. Beginning in fiscal year 2013-14, an annual transition adjustment was required to be calculated for each school district, equal to each district's proportionate share of the appropriations included in the State budget (based on the percentage of each district's students who are low-income, English learners, and foster youth ("**Targeted Students**")), to close the gap between the prior-year funding level and the target allocation at full implementation of LCFF. In each year, districts will have the same proportion of their respective funding gaps closed, with dollar amounts varying depending on the size of a district's funding gap.

Based on revenue projections, districts will reach what is referred to as "full funding" in eight years, being fiscal year 2020-21. This projection assumes that the State's economy will improve each year; if the economy falters it could take longer to reach full funding.

The target LCFF amounts for State school districts and charter schools based on grade levels and Targeted Students is shown below.

Grade Span Funding at Full LCFF Implementation (Target Amount)

Grade Span	Base Grant ⁽¹⁾	K-3 Class Size Reduction and 9-12 Adjustments	Average Assuming 0% Targeted Students	Average Assuming 25% Targeted Students	Average Assuming 50% Targeted Students	Average Assuming 100% Targeted Students
K-3	\$6,845	\$712	\$7,557	\$7,935	\$8,313	\$10,769
4-6	6,947	N/A	6,947	7,294	7,642	9,899
7-8	7,154	N/A	7,154	7,512	7,869	10,194
9-12	8,289	\$216	8,505	8,930	9,355	12,119

⁽¹⁾ Does not include adjustments for cost of living.
Source: California Department of Education.

The new legislation included a "hold harmless" provision which provided that a district or charter school would maintain total revenue limit and categorical funding at least equal to its 2012-13 level, unadjusted for changes in ADA or cost of living adjustments.

The LCFF includes an accountability component. Districts are required to increase or improve services for English language learners, low income, and foster youth students in proportion to supplemental and concentration grant funding received. All school districts, county offices of education, and charter schools are required to develop and adopt local control and accountability plans, which identify local goals in areas that are priorities for the State, including pupil achievement, parent engagement, and school climate.

County superintendents review and provide support to the districts under their

jurisdiction, and the Superintendent of Public Instruction performs a corresponding role for county offices of education. In addition, the 2013-14 Budget created the California Collaborative for Education Excellence to advise and assist school districts, county offices of education, and charter schools in achieving the goals identified in their plans. Under the LCFF and related legislation, the State will continue to measure student achievement through statewide assessments, produce an Academic Performance Index for schools and subgroups of students, determine the contents of the school accountability report card, and establish policies to implement the federal accountability system.

District Accounting Practices

The accounting practices of the District conform to generally accepted accounting principles in accordance with policies and procedures of the California School Accounting Manual. This manual, according to Section 41010 of the California Education Code, is to be followed by all California school districts.

District accounting is organized on the basis of fund groups, with each group consisting of a separate set of self-balancing accounts containing assets, liabilities, fund balances, revenues and expenditures. The major fund classification is the general fund which accounts for all financial resources not requiring a special fund placement. The District's fiscal year begins on July 1 and ends on June 30.

District expenditures are accrued at the end of the fiscal year to reflect the receipt of goods and services in that year. Revenues generally are recorded on a cash basis, except for items that are susceptible to accrual (measurable and/or available to finance operations). Current taxes are considered susceptible to accrual. Revenues from specific state and federally funded projects are recognized when qualified expenditures have been incurred. State block grant apportionments are accrued to the extent that they are measurable and predictable. The State Department of Education sends the District updated information from time to time explaining the acceptable accounting treatment of revenue and expenditure categories.

The Governmental Accounting Standards Board (“**GASB**”) published its Statement No. 34 “Basic Financial Statements – and Management’s Discussion and Analysis – for State and Local Governments” on June 30, 1999. Statement No. 34 provides guidelines to auditors, state and local governments and special purpose governments such as school districts and public utilities, on new requirements for financial reporting for all governmental agencies in the United States. Generally, the basic financial statements and required supplementary information should include (i) Management’s Discussion and Analysis; (ii) financial statements prepared using the economic measurement focus and the accrual basis of accounting, (iii) fund financial statements prepared using the current financial resources measurement focus and the modified accrual method of accounting and (iv) required supplementary information.

Financial Statements

General. The District's general fund finances the legally authorized activities of the District for which restricted funds are not provided. General fund revenues are derived from such sources as State school fund apportionments, taxes, use of money and property, and aid from other governmental agencies. The District's June 30, 2013 Audited Financial Statements were prepared by Nigro & Nigro, PC, Murrieta, California and are attached hereto as Appendix A. Audited financial statements for the District for prior fiscal years are on file with the District and available for public inspection at the Office of the Assistant Superintendent, Business and

Fiscal Services of the District, Oxnard School District, 1051 South A Street, Oxnard, California 93030. The District has not requested, and the auditor has not provided, any review or update of such Financial Statements in connection with inclusion in this Official Statement. Copies of such financial statements will be mailed to prospective investors and their representatives upon written request to the District. This District may impose a charge for copying, mailing and handling.

General Fund Revenues, Expenditures and Changes in Fund Balance. The following table shows the audited income and expense statements for the District for the fiscal years 2008-09 through 2012-13.

REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
Fiscal Years 2008-09 through 2012-13 (Audited)⁽¹⁾
Oxnard School District

	Audited 2008-09	Audited 2009-10	Audited 2010-11	Audited 2011-12	Audited 2012-13
SOURCES					
Revenue Limit Sources	\$ 80,041,369	\$ 71,886,223	\$77,372,839	\$81,727,624	\$80,708,014
Federal Revenue	14,388,352	15,142,730	20,332,876	11,777,393	10,812,581
Other State Revenue	32,502,295	31,392,297	29,813,751	27,553,283	27,041,981
Other Local Revenue	7,980,309	7,626,844	8,184,325	7,999,897	8,887,489
Total Revenue Limit	134,912,325	126,048,094	135,703,791	129,058,197	127,450,065
EXPENDITURES					
Instruction	91,642,493	89,864,299	93,123,252	86,785,019	85,510,009
Instruction – Related Services	13,889,327	13,035,292	14,694,495	14,068,490	14,169,144
Pupil Services	6,253,406	6,833,540	6,689,435	8,461,545	6,151,627
General Administration	6,491,387	6,479,116	7,944,977	6,128,381	6,842,927
Plant Services	11,588,463	10,720,086	10,870,352	10,423,167	15,028,480
Facility acquisition and construction	1,582,850	1,550,060	230,069	539,807	--
Community services	1,191,068	1,123,810	1,025,241	--	841,042
Other Outgo	1,392,226	2,763,481	1,403,871	588,195	(435,892)
Debt Service	378,000	378,000	283,500	--	--
Capital Outlay	--	--	--	--	375,466
Intergovernmental Transfers	--	--	--	--	2,003,040
Total Expenditures	134,409,220	132,747,684	136,265,192	126,994,604	130,485,843
Excess of (Deficiency) of Revenues Over Expenditures	503,105	(6,699,590)	(561,401)	2,063,593	(3,035,778)
OTHER FINANCING SOURCES					
Operating Transfers In	--	--	3,992,378	--	--
Proceeds from long-term debt	--	--	--	--	4,797,640
Operating Transfers Out	--	--	--	(352)	(666,408)
Total Other Financing Sources (uses)	--	--	3,992,378	(352)	4,131,232
NET Change in Fund Balance	503,105	(6,699,590)	3,430,977	2,063,241	1,095,454
Fund Balance, July 1	17,941,888	18,444,993	11,745,403	15,176,380	16,669,030
Adjustments for restatements	--	--	--	(570,591)	--
Fund Balance, as restated	--	--	--	14,605,789	--
Fund Balance, June 30	\$ 18,444,993	\$ 11,745,403	\$15,176,380	\$16,669,030	\$17,764,484

(1) Totals may not foot due to rounding.

Source: Oxnard School District - Audited Financial Statements.

District Budget and Interim Financial Reporting

Budgeting and Interim Reporting Procedures. State law requires school districts to maintain a balanced budget in each fiscal year. The State Department of Education imposes a uniform budgeting and accounting format for school districts.

Under current law, a school district governing board must adopt and file with the county superintendent of schools a tentative budget by July 1 in each fiscal year. The District is under the jurisdiction of the Ventura County Superintendent of Schools (the "**County Superintendent**").

The County Superintendent must review and approve or disapprove the budget no later than August 15. The County Superintendent is required to examine the adopted budget for compliance with the standards and criteria adopted by the State Board of Education and identify technical corrections necessary to bring the budget into compliance with the established standards. If the budget is disapproved, it is returned to the District with recommendations for revision. The District is then required to revise the budget, hold a public hearing thereon, adopt the revised budget and file it with the County Superintendent no later than September 8. Pursuant to State law, the County Superintendent has available various remedies by which to impose and enforce a budget that complies with State criteria, depending on the circumstances, if a budget is disapproved. After approval of an adopted budget, the school district's administration may submit budget revisions for governing board approval.

Subsequent to approval, the County Superintendent will monitor each district under its jurisdiction throughout the fiscal year pursuant to its adopted budget to determine on an ongoing basis if the district can meet its current or subsequent year financial obligations. If the County Superintendent determines that a district cannot meet its current or subsequent year obligations, the County Superintendent will notify the district's governing board of the determination and may then do either or both of the following: (a) assign a fiscal advisor to enable the district to meet those obligations or (b) if a study and recommendations are made and a district fails to take appropriate action to meet its financial obligations, the County Superintendent will so notify the State Superintendent of Public Instruction, and then may do any or all of the following for the remainder of the fiscal year: (i) request additional information regarding the district's budget and operations; (ii) after also consulting with the district's board, develop and impose revisions to the budget that will enable the district to meet its financial obligations; and (iii) stay or rescind any action inconsistent with such revisions. However, the County Superintendent may not abrogate any provision of a collective bargaining agreement that was entered into prior to the date upon which the County Superintendent assumed authority.

A State law adopted in 1991 ("**A.B. 1200**") imposed additional financial reporting requirements on school districts, and established guidelines for emergency State aid apportionments. Under the provisions of A.B. 1200, each school district is required to file interim certifications with the County Superintendent (on December 15, for the period ended October 31, and by mid-March for the period ended January 31) as to its ability to meet its financial obligations for the remainder of the then-current fiscal year and, based on current forecasts, for the subsequent fiscal year. The County Superintendent reviews the certification and issues either a positive, negative or qualified certification. A positive certification is assigned to any school district that will meet its financial obligations for the current fiscal year and subsequent two fiscal years. A negative certification is assigned to any school district that is deemed unable to meet its financial obligations for the remainder of the current fiscal year or the subsequent

fiscal year. A qualified certification is assigned to any school district that may not meet its financial obligations for the current fiscal year or two subsequent fiscal years.

Under California law, any school district and office of education that has a qualified or negative certification in any fiscal year may not issue, in that fiscal year or in the next succeeding fiscal year, certificates of participation, tax anticipation notes, revenue bonds or any other debt instruments that do not require the approval of the voters of the district, unless the applicable county superintendent of schools determines that the district's repayment of indebtedness is probable.

District's Budget Approval/Disapproval and Certification History. During the past five years, each of the District's adopted budgets have been approved by the County Superintendent and the District has received positive certifications on all of its interim reports.

Copies of the District's budget, interim reports and certifications may be obtained upon request from the District Office at Oxnard School District, 1051 South A Street, Oxnard, California 93030. The District may impose charges for copying, mailing and handling.

District's 2013-14 and 2014-15 Figures. The following table shows the income and expense statements for the District for fiscal year 2013-14 (budgeted and unaudited actuals), along with budgeted figures for fiscal year 2014-15.

REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
Fiscal Year 2013-14 (Adopted Budget and Unaudited Actuals)⁽¹⁾
Fiscal Year 2014-15 (Adopted Budget)
Oxnard School District

	Original Budgeted Fiscal Year 2013-14	Unaudited Actuals 2013-14	Budgeted Fiscal Year 2014-15
Revenues			
LCFF Sources ⁽²⁾	\$82,856,579	\$108,351,091	\$125,566,777
Federal revenues	9,795,290	10,839,213	13,594,427
Other state revenues	26,254,141	13,469,896	9,822,495
Other local revenues	9,444,949	9,836,886	8,494,845
Total Revenues	128,350,959	142,497,087	157,478,544
Expenditures			
Certificated salaries	63,785,799	66,316,262	69,366,806
Classified salaries	19,308,134	21,009,414	22,783,045
Employee benefits	25,881,137	27,650,986	32,115,656
Books and supplies	6,032,858	4,674,316	9,399,467
Contract services & operating exp.	13,911,773	16,040,358	18,659,355
Capital outlay	294,921	416,515	443,300
Other outgo (excluding indirect costs)	1,977,724	2,697,492	2,825,530
Other outgo – transfers of indirect costs	(432,693)	(432,548)	(415,556)
Total expenditures	130,759,653	138,372,796	155,177,603
Excess of revenues over/(under) expenditures	(2,408,694)	4,124,290	2,300,941
Other financing sources (Uses)			
Operating transfers in	0	170,260	0
Operating transfers out	(561,129)	(166,248)	(955,249)
Total other financing sources (uses)	(561,129)	4,012	(955,249)
Net change in fund balance	(2,969,823)	4,128,303	1,345,692
Fund balance, July 1	10,062,686	17,552,123*	21,680,427
Fund balance, June 30	\$7,092,863	\$21,680,427	\$23,026,119

(1) Totals may not foot due to rounding.

(2) LCFF commenced in fiscal year 2013-14. The District has a high proportion of English language learners, students from low income families and foster youth (90% of student population). Therefore, funding under the LCFF includes base grant funding, supplemental funding and concentration grant funding.

*Fund balance as of July 1, 2013 adjusted since the 2012-13 Audit for restatement of \$42,250.

Source: Oxnard School District Adopted Budget for Fiscal Year 2014-15.

Assumptions Used with Respect to 2014-15 Budget. The District's fiscal year 2014-15 Budget was adopted on June 25, 2014. The Local Control Accountability Plan was also adopted on such date. Financial assumptions for budget development included: growth in ADA by 1.57% (256 students), LCFF gap funding by 0.28%, step and column payroll increases of 1.50%. The District updates its budget three times following original adoption.

District Reserves. The District's ending fund balance is the accumulation of surpluses from prior years. This fund balance is used to meet the State's minimum required reserve of 3% of expenditures, plus any other allocation or reserve which might be approved as an expenditure by the District in the future. The District maintains an unrestricted reserve which meets the State's minimum requirements.

In connection with legislation adopted in connection with the State’s fiscal year 2014-15 Budget (“**SB 858**”), the Education Code was amended to provide that, beginning in fiscal year 2015-16, if a district’s proposed budget includes a local reserve above the minimum recommended level, the governing board must provide the information for review at the annual public hearing on its proposed budget. In addition, pursuant to SB 858, a constitutional amendment will be presented to State voters at the November 4, 2014 general election which, if approved by State voters, could limit the amount of reserves maintained at the District level. The District cannot predict how this legislation will impact its reserves and future spending. See “STATE FUNDING OF EDUCATION; RECENT STATE BUDGETS- 2014-15 State Budget.”

Attendance - Revenue Limit and LCFF Funding

As described herein, prior to fiscal year 2013-14, school districts in California derived most State funding based on a formula which considered a revenue limit per unit of average daily attendance (“**ADA**”). With the implementation of the LCFF, commencing in fiscal year 2013-14, school districts receive base funding based on ADA, and may also be entitled to supplemental funding, concentration grants and funding based on an economic recovery target. The following two tables set forth historical revenue limit funding for the District through fiscal year 2012-13, and LCFF funding for the District for fiscal year 2013-14 and 2014-15 (Budgeted).

**AVERAGE DAILY ATTENDANCE AND FUNDED REVENUE LIMIT
Fiscal Years 2009-10 through 2012-13
Oxnard School District**

Fiscal Year	ADA	Funded Revenue Limit Per ADA
2009-10	15,007	\$4,976.07
2010-11	15,238	5,033.40
2011-12	15,665	5,028.48
2012-13	15,982	5,028.48

*(1) Funded figures reflect actual funding after application of deficit factor.
Source: Oxnard School District.*

**AVERAGE DAILY ATTENDANCE AND LCFF
Fiscal Years 2013-14 and 2014-15
Oxnard School District
ADA, Enrollment and Target Student Percentages (LCFF Implemented)
Fiscal Years 2013-14 and 2014-15 (Budgeted)**

Fiscal Year		Average Daily Attendance ⁽¹⁾					Enrollment ⁽²⁾	
		K-3	4-6	7-8	9-12	Total ADA/\$ Base Grant ⁽¹⁾	Total Enrollment	% of Target Student Enrollment
2013-14	ADA	7,756.47	5,238.40	3,265.03	--	16,259.90	16,771	89.77%
	Targeted Base Grant	\$6,952	\$7,056	\$7,266	\$8,419	\$114,608,837	--	--
2014-15	ADA	7,866.40	5,285.60	3,362.63	--	--	17,080	89.77%
	Targeted Base Grant	\$7,011	\$7,116	\$7,328	\$8,491	\$117,405,013	--	--

(1) 90% of the District's student population (unduplicated count) consists of students which qualify the District for supplemental and concentration grant funding. In addition, the District is entitled under the LCFF for an economic recovery funding. Target funding under LCFF for fiscal year 2013-14 was \$164,410,949 and for fiscal year 2014-15 (Budgeted) is \$168,374,054.

(2) As of the October report submitted to the California Basic Educational Data System ("CBEDS"). For purposes of calculating Supplemental and Concentration grants, a school district's fiscal year 2013-14 percentage of unduplicated Target Students will be expressed solely as a percentage of its total fiscal year 2013-14 enrollment. Unduplicated count for fiscal year 2012-13 was 15,506 and for fiscal year 2014-15 is budgeted to be 15,333.

Source: Oxnard School District.

Revenue Sources

The District categorizes its general fund revenues into four sources, being LCFF, Federal Revenues, Other State Revenues and Local Revenues. Each of these revenue sources is described below.

LCFF Sources. District funding is provided by a mix of (1) local property taxes and (2) State apportionments of funding under the LCFF. Generally, the State apportionments will amount to the difference between the District's LCFF funding entitlement and its local property tax revenues.

Beginning in 1978-79, Proposition 13 and its implementing legislation provided for each county to levy (except for levies to support prior voter-approved indebtedness) and collect all property taxes, and prescribed how levies on county-wide property values are to be shared with local taxing entities within each county.

The principal component of local revenues is the school district's property tax revenues, i.e., the district's share of the local 1% property tax, received pursuant to Sections 75 and following and Sections 95 and following of the California Revenue and Taxation Code. Education Code Section 42238(h) itemizes the local revenues that are counted towards the base revenue limit before calculating how much the State must provide in equalization aid. Historically, the more local property taxes a district received, the less State equalization aid it is entitled to.

Federal Revenues. The federal government provides funding for several District programs, including special education programs, programs under No Child Left Behind, the Individuals With Disabilities Education Act, and specialized programs such as Drug Free Schools.

Other State Revenues. As discussed above, the District receives State apportionment of basic and equalization aid in an amount equal to the difference between the District's revenue limit and its property tax revenues. In addition to such apportionment revenue, the District receives other State revenues.

The District receives State aid from the California State Lottery (the "**Lottery**"), which was established by a constitutional amendment approved in the November 1984 general election. Lottery revenues must be used for the education of students and cannot be used for non-instructional purposes such as real property acquisition, facility construction, or the financing of research. Moreover, State Proposition 20 approved in March 2000 requires that 50% of the increase in Lottery revenues over 1997-98 levels must be restricted to use on instruction material.

For additional discussion of State aid to school districts, see “-State Funding of Education.”

Other Local Revenues. In addition to local property taxes, the District receives additional local revenues from items such as interest earnings and other local sources.

District Retirement Systems

Qualified employees are covered under multiple-employer defined benefit pension plans maintained by agencies of the State of California. Certificated employees are members of the State Teachers' Retirement System (“**STRS**”) and classified employees are members of the Public Employees' Retirement System (“**PERS**”).

STRS. All full-time certificated employees participate in STRS, a cost-sharing, multiple-employer contributory public employee retirement system. The plan provides retirement and disability benefits and survivor benefits to beneficiaries. Benefit provisions are established by State statutes, as legislatively amended, within the State Teacher’s Retirement Law. Active plan members are required to contribute 8.0% of their salary and the District is required to contribute a legislatively determined rate. The required employer contribution rate for fiscal year 2012-13 was 8.25% of annual payroll. The District’s contributions to STRS for the past three and current projected fiscal years are set forth in the following table.

**STRS Contributions
Oxnard School District
Fiscal Years 2011-12 through 2014-15 (Projected)**

Fiscal Year	Amount
2011-12	\$4,827,110
2012-13	4,813,495
2013-14	5,182,566
2014-15*	5,538,270

*Projected in Adopted Budget.
Source: Oxnard School District.

New Legislation Regarding STRS Contributions Implemented in FY 2014-15. In connection with the State’s adoption of its fiscal year 2014-15 Budget, the Governor signed into law Assembly Bill 1469 (“**AB 1469**”), which represents a legislative effort to address the unfunded liabilities of the STRS pension plan (see below section entitled “State Pension

Trusts”). AB 1469 addresses the funding gap by increasing contributions of plan members, employers (including the District) and the State commencing in fiscal year 2014-15. Pursuant to AB 1469, employer contribution rates to the STRS plan will increase over the next seven years, from the contribution rate of 8.25% in fiscal year 2013-14 to 19.1% in fiscal year 2020-21. Thereafter, employer contribution rates will be determined by the STRS board to reflect the contribution required to eliminate unfunded liabilities by June 30, 2046. STRS employer contribution rates under AB 1469 for fiscal years 2014-15 through 2020-21 are summarized in the following table.

AB 1469 STRS Employer Contribution Rates

Fiscal Year	% Increase From FY 2013-14 Rate* Under AB 1469	Total Contribution Rate
2014-15	0.63%	8.88%
2015-16	2.48	10.73
2016-17	4.33	12.58
2017-18	6.18	14.43
2018-19	8.03	16.28
2019-20	9.88	18.13
2020-21	10.85	19.10

*Fiscal year 2013-14 rate of 8.25%.

PERS. All full-time and some part-time classified employees participate in PERS, an agent multiple-employer contributory public employee retirement system that acts as a common investment and administrative agent for participating public entities within the State of California. The District is part of a "cost-sharing" pool within PERS. Active plan members are required to contribute 7.0% of their salary and the District is required to contribute an actuarially determined rate (11.417% for fiscal year 2012-13). One actuarial valuation is performed for those employers participating in the pool, and the same contribution rate applies to each. The District’s contributions to PERS for the past three and current projected fiscal years are set forth in the following table.

**PERS Contributions
Oxnard School District
Fiscal Years 2011-12 through 2014-15 (Projected)**

Fiscal Year	Amount
2011-12	2,303,171
2012-13	2,473,244
2013-14	2,358,946
2014-15*	2,879,134

*Projected in Adopted Budget.
Source: Oxnard School District.

PERS Board Adopts New Employer Contribution Rates. On April 16, 2014, the Board of Administration of PERS approved new contribution rates beginning on July 1, 2014. School district employer contribution rates will reflect new demographic assumptions and other changes in actuarial assumptions which were adopted by the Board in February 2014. The new assumptions, which are aimed eliminating the unfunded liability of PERS in approximately 30 years, will be implemented for school districts beginning in fiscal year 2016-17, with the costs spread over twenty years and the increases phased in over the first five years. These new

employer contribution rates continue to recognize asset losses from prior years. Projected employer contribution rates for school districts are as follows:

Projected PERS Contribution Rates for School Districts

2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21
11.7%	12.6%	15.0%	16.6%	18.2%	19.9%	20.4%

Source: California Public Employees' Retirement System

State Pensions Trusts. Both the PERS and STRS systems are operated on a statewide basis. District contribution rates to PERS can vary annually depending on changes in actuarial assumptions and other factors, such as liability. Contributions to STRS can only be changed legislatively. Both PERS and STRS have substantial State unfunded actuarial liabilities, being \$57 billion for PERS as of June 30, 2012 (the date of the last actuarial valuation for PERS) and \$73.7 billion for STRS as of June 30, 2013 (the date of the last actuarial valuation for STRS). As described above, AB 1469 was enacted in connection with the State's 2014-15 Budget in an attempt to reduce and eliminate the unfunded liability of the STRS pension plan, and the PERS Board has recently taken actions to increase contribution rates in order to address unfunded liabilities.

Both STRS and PERS issue separate comprehensive financial reports that include financial statements and required supplemental information. Copies of such reports may be obtained from STRS and PERS, respectively, as follows: (i) STRS, P.O. Box 15275, Sacramento, California 95851-0275; (ii) PERS, P.O. Box 942703, Sacramento, California 94229-2703. More information regarding STRS and PERS can also be obtained at their websites, www.calstrs.com and www.calpers.ca.gov, respectively. However, information in the financial reports and on the websites is not incorporated in this Official Statement by reference. See also the following paragraph on recent pension reform legislation.

Pension Reform Act of 2013 (Assembly Bill 340). On September 12, 2012, Governor Brown signed AB 340, enacting the California Public Employees' Pension Reform Act of 2013 ("PEPRA") and amending various sections of the California Education and Government Codes. AB 340 (i) increased the retirement age for new State, school, and city and local agency employees depending on job function, (ii) capped the annual PERS and STRS pension benefit payouts, (iii) addressed numerous abuses of the system, and (iv) required State, school, and certain city and local agency employees to pay at least half of the costs of their PERS pension benefits. PEPRA applies to all public employers *except* the University of California, charter cities and charter counties (except to the extent they contract with PERS.)

The provisions of AB 340 went into effect on January 1, 2013 with respect to new State, school, and city and local agency employees hired on that date and after; existing employees who are members of employee associations, including employee associations of the Districts, have a five-year window to negotiate compliance with AB 340 through collective bargaining. If no deal is reached by January 1, 2018, a city, public agency or school district could force employees to pay their half of the costs of PERS pension benefits, up to 8 percent of pay for civil workers and 11 percent or 12 percent for public safety workers.

PERS has predicted that the impact of AB 340 on employees and employers, including the Districts and other employers in the STRS system, will vary, based on each employer's current level of benefits. To the extent that the new formulas lower retirement benefits, employer

contribution rates could decrease over time as current employees retire and employees subject to the new formulas make up a larger percentage of the workforce. This change would, in some circumstances, result in a lower retirement benefit for employees than they currently earn. Additionally, PERS has noted that changes arising from AB 340 could ultimately have an adverse impact on public sector recruitment in areas that have historically experienced recruitment challenges due to higher pay for similar jobs in the private sector.

With respect to STRS, the provisions of AB 1469 effective as of July 1, 2014 effectively addressed the contribution requirements of STRS members, employers and the State.

More information about AB 340 can be accessed through the PERS's web site at www.calpers.ca.gov/index.jsp?bc=/member/retirement/pension-reform-impacts.xml&pst=ACT&pca=ST and through the STRS web site at http://www.calstrs.com/Newsroom/whats_new/AB340_detailed_impact_analysis.pdf. *The references to these internet websites are shown for reference and convenience only; the information contained within the websites may not be current and has not been reviewed by the District and is not incorporated herein by reference.*

Other Post-Employment Retirement Benefits

The Plan Generally. The Oxnard School District Retiree Health Benefits Plan (the "Plan") is a single-employer defined benefit healthcare plan administered by the District. The Plan provides medical and dental insurance benefits to eligible retirees and their spouses. Membership of the Plan as of the 2014-15 fiscal year consists of 273 retirees and beneficiaries currently receiving benefits and 1,088 active plan members.

Contribution Information. The contribution requirements of Plan members and the District are established and may be amended by the District and employee bargaining units. The required contribution is based on projected pay-as-you-go financing requirements. For fiscal year 2013-14, the District contributed \$3,726,467 to the Plan, of which \$3,289,000 was used for current premiums.

Annual OPEB Cost and Net OPEB Obligation. The District's annual other postemployment benefit ("OPEB") cost is calculated based on the annual required contribution of the employer ("ARC"), an amount actuarially determined in accordance with the parameters of Government Accounting Standards Board Statement No. 45 ("GASB 45"). GASB 45 requires local government employers who provide OPEB as part of the compensation offered to employees to recognize the expense and related liabilities and assets in their financial statements. The District implemented GASB 45 for fiscal year ending June 30, 2009.

The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year and amortize any unfunded actuarial accrued liabilities ("UAAL") over a period not to exceed thirty years. The following table shows the components of the District's annual OPEB cost for the year, the amount actually contributed to the plan (which was 29.2% of ARC), and changes in the District's net OPEB obligation to the Plan:

**OPEB Components for Fiscal Year 2012-13
Oxnard School District**

Annual required contribution	\$ 6,411,633
Interest on net OPEB obligation	452,345
Adjustment to annual required contribution	<u>(400,976)</u>
Annual OPEB cost (expense)	6,463,002
Contributions made	<u>(3,651,960)</u>
Increase in net OPEB obligation	2,811,052
Net OPEB obligation, beginning of year	<u>9,046,895</u>
Net OPEB obligation, end of year	<u>\$11,857,947</u>

Source: Oxnard Unified School District Audited Financial Statement for Fiscal Year 2012-13.

OPEB Funded Status and Funding Progress. Actuarial valuations of an ongoing plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, investment returns, mortality, and the healthcare cost trend. Amounts determined regarding the funded status of the plan and the annual required contributions of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. The schedule of funding progress presents multiyear trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liabilities for benefits:

**Schedule of OPEB Funding Progress
Oxnard School District**

Actuarial Valuation Date	Actuarial Value of Assets	Actuarial Accrued Liability Entry Age Normal	Unfunded Actuarial Accrued Liability	Funded Ratio	Covered Payroll	UAAL as a % of Covered Payroll
May 1, 2009	\$5,749,162	\$41,778,225	\$36,029,063	13.8%	n/a	n/a
June 25, 2011	6,247,011	41,431,056	35,184,045	15.1	n/a	n/a
August 1, 2013	7,689,734	64,082,923	56,393,189	12.0	n/a	n/a

Source: Oxnard Unified School District Audited Financial Statement for Fiscal Year 2012-13.

Actuarial Methods and Assumptions. As described in the District's 2012-13 Audited Financial Statements (Note 12), the actuarial methods and assumptions used include techniques that are designed to reduce the effects of short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations.

In the August 1, 2013, actuarial valuation, the entry age normal method was used. The actuarial assumptions included a 4.75% investment rate of return (net of administrative expenses), based on the plan being funded in an irrevocable employee benefit trust invested in a combined equity and fixed income portfolio. Healthcare cost trend rates were assumed to be 4%. The UAAL is being amortized at a level dollar method. The remaining amortization period at June 30, 2013, was 30 years. The actuarial value of assets was determined to be \$7,689,734 in this actuarial valuation. The allocation of OPEB cost is based on years of service.

Existing Debt Obligations

In addition to the District’s ongoing obligations with respect to retirement plans and OPEB described above, the District has outstanding general obligation bond indebtedness, as well as certificates of participation payable from the general fund and an energy retrofit agreement. The District has never defaulted on the payment of principal or interest on any of its long-term indebtedness. See “APPENDIX A - Audited Financial Statements of the District – Note 7 - General Long-Term Debt” for summaries and expected debt service requirements of the District’s long-term debt. See also “DEBT SERVICE SCHEDULES.”

General Obligation Bonds

The District has issued general obligation bonds pursuant to voter authorizations received on November 7, 2006 and November 6, 2012, respectively. The District also has outstanding various issues of refunding general obligations bonds. Each such bonds are described below.

2006 Authorization. On November 7, 2006, the District received authorization to issue \$64 million in general obligation bonds. The bonds were authorized in order to replace portable classrooms and relieve student overcrowding by building and equipping new classrooms and educational facilities. Series A and Series B issued pursuant to such authorization are currently outstanding, with a final maturity of August 1, 2036. As of August 1, 2014, the principal balance outstanding was \$_____.

2012 Authorization. Bonds were authorized at an election of the registered voters of the District held on November 6, 2012 at which more than 55 percent of the voters authorized the issuance and sale of general obligation bonds not to exceed \$90,000,000. The bonds are general obligations of the District. The County is obligated to levy *ad valorem* taxes upon all property within the District for the payment of interest and principal of the bonds. The bonds were issued to finance the acquisition, construction, and modernization of school facilities and to pay costs of the issuance of the bonds, as authorized by District voters. Series A and Series B are currently outstanding, with a final maturity of August 1, 2043. As of August 1, 2014, the principal balance outstanding was \$_____. The Series C Bonds described herein are the third series of bonds issued pursuant to this authorization.

Refunding GO Bonds. In recent years, the District has utilized the standard practice of issuing refunding general obligation bonds. Refunding general obligation bonds allow the District to seize current market interest rates to reduce interest expense on outstanding general obligation bonds. The District currently has six series of refunding general obligation bonds outstanding with a total par amount, as of August 1, 2014, of \$_____ million.

Certificates of Participation

On August 1, 1997 the District issued \$7,265,000 Certificates of Participation pursuant to a lease agreement with the Ventura County Public Facilities Financing Corporation for the purpose of the final construction of the Norman Brekke Elementary School. The certificates were sold bearing stated

interest rates ranging between 4.75 percent and 5.45 percent and maturing between August 1, 1998 and 2028. On January 19, 2010 the District issued \$5,285,900 of Refunding Certificates of Participation pursuant to a lease agreement with the Public Property Financing Corporation of California for the purpose of refunding the 1997 Certificates. The 2010 Certificates were sold bearing stated interest rate of 4.75 percent maturing between August 1, 2011 and August 1, 2026. As of August 2, 2014, the principal balance outstanding was \$_____.

Energy Retrofit Agreement

On July 17, 2012, the District entered into an equipment lease/purchase agreement with Banc of America Public Capital Corp. for the acquisition of an energy efficiency program and corresponding equipment. The acquisition amount was \$4,797,640 with a contract rate of 2.98% and total payments of \$6,140,842, with the final payment due in fiscal year 2027-28.

Investment of District Funds

In accordance with Government Code Section 53600 *et seq.*, the Ventura County Treasurer manages funds deposited with it by the District. The County is required to invest such funds in accordance with California Government Code Sections 53601 *et seq.* In addition, counties are required to establish their own investment policies which may impose limitations beyond those required by the Government Code.

Effect of State Budget on Revenues

Public school districts in California are dependent on revenues from the State for a large portion of their operating budgets. California school districts generally receive the majority of their operating revenues from various State sources. The primary source of funding for school districts is LCFF funding, which is derived from a combination of State funds and local property taxes (see “—State Funding of Education – Revenue Limits” above). State funds typically make up the majority of a district’s LCFF funding. School districts also receive funding from the State for some specialized programs such as special education.

The availability of State funds for public education is a function of constitutional provisions affecting school district revenues and expenditures (see “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS” below), the condition of the State economy (which affects total revenue available to the State general fund), and the annual State budget process. The District cannot predict how education funding may further be changed in the future, or the state of the economy which in turn can impact the amounts of funds available from the State for education funding.

STATE FUNDING OF EDUCATION; RECENT STATE BUDGETS

State Funding of Education

General. The State requires that from all State revenues there first shall be set apart the moneys to be applied for support of the public school system and public institutions of higher education. Public school districts in California are dependent on revenues from the State for a large portion of their operating budgets. California school districts receive an average of about 55% of their operating revenues from various State sources. The primary source of funding for school districts is funding under the LCFF, which is a combination of State funds and local property taxes (see “DISTRICT FINANCIAL INFORMATION – Education Funding Generally” above). State funds typically make up the majority of a district’s LCFF entitlement

The availability of State funds for public education is a function of constitutional provisions affecting school district revenues and expenditures (see “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS” below), the condition of the State economy (which affects total revenue available to the State general fund), and the annual State budget process. Decreases in State revenues may significantly affect appropriations made by the legislature to school districts.

The following information concerning the State’s budgets for the current and most recent preceding years has been compiled from publicly-available information provided by the State. Neither the District, the County, nor the Underwriter is responsible for the information relating to the State’s budgets provided in this section. Further information is available from the Public Finance Division of the State Treasurer’s Office.

The Budget Process. The State’s fiscal year begins on July 1 and ends on June 30. The annual budget is proposed by the Governor by January 10 of each year for the next fiscal year (the “**Governor’s Budget**”). Under State law, the annual proposed Governor’s Budget cannot provide for projected expenditures in excess of projected revenues and balances available from prior fiscal years. Following the submission of the Governor’s Budget, the Legislature takes up the proposal.

Under the State Constitution, money may be drawn from the State Treasury only through an appropriation made by law. The primary source of the annual expenditure authorizations is the Budget Act as approved by the Legislature and signed by the Governor. The Budget Act must be approved by a majority vote of each house of the Legislature. The Governor may reduce or eliminate specific line items in the Budget Act or any other appropriations bill without vetoing the entire bill. Such individual line-item vetoes are subject to override by a two-thirds majority vote of each House of the Legislature.

Appropriations also may be included in legislation other than the Budget Act. Bills containing appropriations (including for K-14 education) must be approved by a majority vote in each house of the Legislature, unless such appropriations require tax increases, in which case they must be approved by a two-thirds vote of each house of the Legislature, and be signed by the Governor. Continuing appropriations, available without regard to fiscal year, may also be provided by statute or the State Constitution.

Funds necessary to meet an appropriation need not be in the State Treasury at the time such appropriation is enacted; revenues may be appropriated in anticipation of their receipt.

Recent State Budgets

Certain information about the State budgeting process and the State Budget is available through several State of California sources. A convenient source of information is the State's website, where recent official statements for State bonds are posted. *The references to internet websites shown below are shown for reference and convenience only, the information contained within the websites may not be current and has not been reviewed by the District and is not incorporated herein by reference.*

- The California State Treasurer Internet home page at www.treasurer.ca.gov, under the heading "Bond Information", posts various State of California Official Statements, many of which contain a summary of the current State Budget, past State Budgets, and the impact of those budgets on school districts in the State.
- The California State Treasurer's Office Internet home page at www.treasurer.ca.gov, under the heading "Financial Information", posts the State's audited financial statements. In addition, the Financial Information section includes the State's Rule 15c2-12 filings for State bond issues. The Financial Information section also includes the Overview of the State Economy and Government, State Finances, State Indebtedness, Litigation from the State's most current Official Statement, which discusses the State budget and its impact on school districts.
- The California Department of Finance's Internet home page at www.dof.ca.gov, under the heading "California Budget", includes the text of proposed and adopted State Budgets.
- The State Legislative Analyst's Office prepares analyses of the proposed and adopted State budgets. The analyses are accessible on the Legislative Analyst's Internet home page at www.lao.ca.gov under the heading "Subject Area – Budget (State)".

Prior Years' Budgeting Techniques. Declining revenues and fiscal difficulties which arose in the State commencing in fiscal year 2008-09 led the State to undertake a number of budgeting strategies, which had subsequent impacts on local agencies within the State. These techniques included the issuance of IOUs in lieu of warrants (checks), the enactment of statutes deferring amounts owed to public schools, until a later date in the fiscal year, or even into the following fiscal year (known as statutory deferrals), trigger reductions, which were budget cutting measures which were implemented or could have been implemented if certain State budgeting goals were not met, among others, and the dissolution of local redevelopment agencies in part to make available additional funding for local agencies. Although the fiscal year 2014-15 State Budget is balanced and projects a balanced budget for the foreseeable future, largely attributable to the additional revenues generated due to the passage of Proposition 30 at the November 6, 2012 statewide election, there can be no certainty that budget-cutting strategies such as those used in recent years will not be used in the future should the State Budget again be stressed and if projections included in such budget do not materialize.

2013-14 State Budget: Significant Change in Education Funding. As described previously herein, the 2013-14 State Budget and its related implementing legislation enacted significant reforms to the State's system of K-12 education finance with the enactment of the LCFF. Significant reforms such as the LCFF and other changes in law may have significant impacts on the District's finances.

2014-15 Adopted State Budget

On June 20, 2014, Governor Brown approved the 2014-15 Budget Act (the "**2014-15 Budget**"), projecting \$108 billion in general fund revenues, which is \$7.3 billion more in general fund revenues than in fiscal year 2013-14. The 2014-15 Budget is balanced and projects paying down more than \$10 billion in unprecedented amounts of budgetary debt from past years, including paying down deferral of payments to schools by \$5 billion, paying off Economic Recovery Bonds, repaying various special fund loans, and funding \$100 million in mandate claims that have been owed to local governments since 2004. The budgetary deficit is projected to be reduced to below \$5 billion by the end of 2016-17. The fiscal year begins with a 2014-15 State Budget reserve of \$2 billion dollars, including \$1.6 billion in the State's Budget Stabilization Account, also known as the State's rainy day fund. Temporary revenues provided by the passage of Proposition 30 (Sales and Income Tax Revenue Increase approved by State voters at an election held on November 8, 2011) and spending cuts have allowed for continued economic growth in the State. The 2014-15 State Budget also contains triggers allowing for additional spending, if various revenue benchmarks are exceeded. If revenues surpass certain estimates, then the 2014-15 Budget calls for more funds to be applied to higher education and to pay down debt. Certain highlights of the 2014-15 Budget are described below.

Plan for Reducing STRS Unfunded Liability. The California State Teachers' Retirement System ("**STRS**") has funded significant unfunded liability. Without changes to how the system is funded, STRS is expected to run out of money in about 33 years. To prevent this, the 2014-15 Budget sets forth a plan that shares responsibility among the school districts, the State, and teachers to better fund STRS. Increased contributions for the first year from all three of these sources will total \$275 million. Contributions will increase in subsequent years, reaching more than \$5 billion annually. This plan is projected to eliminate unfunded liability by 2046.

Constitutional Amendment on November, 2014 Ballot: Rainy Day Fund. The 2014-15 State Budget includes a proposed constitutional amendment which will be placed before State voters in November, 2014. The measure, upon approval, would alter the State's existing requirements for the Budget Stabilization Account, the State's existing rainy day account. If approved, this amendment would:

- Require deposits into the Rainy Day Fund whenever capital gains revenues rise to more than 8% of general fund tax revenues, and would set the maximum size of the Rainy Day Fund at 10% of State general fund revenues.
- Require half of each year's deposit for the next 15 years be used for supplemental payments of debt or other long-term liabilities.
- Allow for withdrawal of funds only for a disaster or if spending remains at or below the highest level of spending from the past three years. The

maximum amount that could be withdrawn in the first year of a recession would be limited to half of the Rainy Day Fund's balance.

- Require that the State provide a multiyear budget forecast to better manage the State's long-term finances.
- Create a Proposition 98 reserve, known as the Public School System Stabilization Account, where spikes in funding would be saved for future years. This is intended to smooth school spending and minimize future cuts to education funding.

In addition, if approved in November, additional legislation will become effective which could limit the amount school districts may maintain in reserves. Specifically, the legislation provides that in any fiscal year immediately after a fiscal year in which a transfer is made to the Public School System Stabilization Account, a school district may not adopt a budget that contains a reserve in excess of twice the applicable minimum reserve amount, which for the District is 2%.

K - 12 Budget Adjustments. The 2014-15 State Budget includes total funding of \$76.6 billion (\$45.3 billion general fund and \$31.3 billion other funds) for all K-12 education programs. Proposition 98 funding has contributed \$10 billion to the total funding amount and the 2014-15 State Budget provides \$1,954 more per K-12 student in 2014-15 than was provided in 2011-12. The 2014-15 State Budget also provides \$4.7 billion for the second year of implementing the LCFF and continues to commit most new funding to districts serving English language learners, students from low-income families, and youth in foster care. The Education Budget Trailer Bill ("**SB 858**") is included in the 2014-15 State Budget and contains two separate provisions that have the potential to affect district reserve funds. In addition, the 2014-15 State Budget includes the following:

- Local Control Funding Formula. The 2014-15 State Budget contains an increase of \$4.75 billion in the Proposition 98 funding to continue the State's transition to the LCFF. This increase will close the remaining funding implementation gap by more than 29%. Additionally, the 2014-15 State Budget addresses an administrative problem related to the collection of income eligibility forms that are used to determine student eligibility for free or reduced-price meals.
- K-12 Deferrals. The 2014-15 State Budget repays nearly \$4.7 billion in Proposition 98 funding for K-12 expenses that had been deferred from one year to the next during the past few years. This repayment will leave an outstanding balance of less than \$900 million in K-12 deferrals. The 2014-15 State Budget also contains a trigger mechanism that will appropriate any additional funding resources attributable to the 2013-14 and 2014-15 fiscal years subsequent to the enactment of the 2014-15 State Budget for the purpose of retiring the remaining \$900 million in K-12 deferrals.
- Independent Study. The 2014-15 State Budget reduces administrative burdens and frees up time for teachers to spend on student instruction and support, making it easier for schools to offer and expand instructional

opportunities available to students through non-classroom based instruction.

- **K-12 Mandates.** The 2014-15 State Budget provides \$400.5 million in one-time Proposition 98 funding to reimburse K-12 local educational agencies for the costs of state-mandated programs. These funds will make a significant down payment on outstanding mandate debt, while providing school districts, county offices of education, and charter schools with discretionary resources to support critical investments such as Common Core implementation.
- **K-12 High-Speed Internet Access.** The 2014-15 State Budget increases the one-time Proposition 98 funding for the K-12 High Speed Network by \$26.7 million. This fund provides technical assistance and grants to local educational agencies to address the technology requirements necessary for Common Core implementation.
- **Career Technical Education Pathways Program.** The 2014-15 State Budget increases by \$250 million the one-time Proposition 98 funding to support a second cohort of competitive grants for participating K-12 local educational agencies. Established in the 2013 Budget Act, the Career Pathways Trust Program provides grant awards to improve career technical programs and linkages between employers, schools and community colleges.

Higher Education and Healthcare. The 2014-15 State Budget includes total funding of \$26.2 billion (\$14.7 billion general fund and local property tax and \$11.5 billion other funds). It also provides for up to a 20% increase in general fund appropriations over a four-year period. The 2014-15 Budget includes a 5% increase in 2014-15 for each university system, which equals \$284 million total. Regarding healthcare, the State's adoption of the optional expansion of Medi-Cal under the federal law known as the Affordable Care Act created major new spending commitments. The 2014-15 Budget assumes an additional Medi-Cal caseload of 2.5 million individuals and a rise in costs of \$2.4 billion over fiscal year 2012-13.

Emergency Drought Response. On January 17, 2014, Governor Brown proclaimed a state of emergency due to the severe drought conditions faced by the State. Legislation was enacted in February which provided \$687.4 million to support drought relief. The 2014-15 State Budget includes additional one-time resources to continue immediate drought-related efforts started in 2014, such as an increase of \$53.8 million from the State's general fund and \$12.2 million other funds for firefighting efforts, and an increase of \$18.1 million from the State's general fund to aid in assessing water conditions and provide public outreach regarding water conservation.

Numerous Factors Affecting Budget and Projections. The execution of the 2014-15 State Budget may be affected by numerous factors, including but not limited to: (i) shifts of costs from the federal government to the State, (ii) national, State and international economic conditions, (iii) litigation risk associated with spending reductions, including the elimination of redevelopment agencies, (iv) rising health care costs (v) large unfunded liabilities for retired

State employee's pensions and healthcare, (vi) deferred maintenance of State's critical infrastructure and (vii) other factors, all or any of which could cause the revenue and spending projections made in 2014-15 State Budget to be unattainable. The District cannot predict the impact that the 2014-15 State Budget, or subsequent budgets, will have on its own finances and operations. Additionally, the District cannot predict the accuracy of any projections made in the State's 2014-15 State Budget.

The complete 2014-15 State Budget is available from the California Department of Finance website at www.dof.ca.gov. The District can take no responsibility for the continued accuracy of this internet address or for the accuracy, completeness or timeliness of information posted there, and such information is not incorporated in this Official Statement by such reference. The information referred to above should not be relied upon in making an investment decision with respect to the Series D Bonds

Uncertainty Regarding Future State Budgets. The District cannot predict what actions will be taken in future years by the State Legislature and the Governor to address the State's current or future budget deficits. Future State budgets will be affected by national and state economic conditions and other factors over which the District has no control. The District cannot predict what impact any future budget proposals will have on the financial condition of the District. To the extent that the State budget process results in reduced revenues to the District, the District will be required to make adjustments to its budgets.

The State has not entered into any contractual commitment with the District, the County, or the Owners of the Series C Bonds to provide State budget information to the District or the owners of the Series C Bonds. Although they believe the State sources of information listed above are reliable, neither the District nor the Underwriter assumes any responsibility for the accuracy of the State Budget information set forth or referred to in this Official Statement or incorporated herein. However, the Series C Bonds are secured by *ad valorem* taxes levied and collected on taxable property in the District, without limit as to rate or amount, and are not secured by a pledge of revenues of the District or its general fund.

Legal Challenges to State Funding of Education

The application of Proposition 98 and other statutory regulations has been the subject of various legal challenges in recent years, and is likely to be further challenged in the future. For a discussion of how the provisions of Proposition 98 have been applied to school funding see "- State Funding of Education" and "-Recent State Budgets" above.

CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS

Principal of and interest on the Series C Bonds are payable from the proceeds of an *ad valorem* tax levied by the County for the payment thereof. Articles XIII A, XIII B, XIII C, and XIII D of the State Constitution, Propositions 62, 98, 111, 187 and 218, and certain other provisions of law discussed below, are included in this section to describe the potential effect of these Constitutional and statutory measures on the ability of the District to levy taxes and spend tax proceeds for operating and other purposes, and it should not be inferred from the inclusion of such materials that these laws impose any limitation on the ability of the District to levy taxes for payment of the Series C Bonds. The tax levied by the County for payment of the Series C Bonds was approved by the District's voters in compliance with Article XIII A and all applicable laws.

Constitutionally Required Funding of Education

The State Constitution requires that from all State revenues, there shall be first set apart the moneys to be applied by the State for the support of the public school system and public institutions of higher education. School districts receive a significant portion of their funding from State appropriations. As a result, decreases and increases in State revenues can significantly affect appropriations made by the State Legislature to school districts.

Article XIII A of the California Constitution

Basic Property Tax Levy. On June 6, 1978, California voters approved Proposition 13 ("**Proposition 13**"), which added Article XIII A to the State Constitution ("**Article XIII A**"). Article XIII A limits the amount of any *ad valorem* tax on real property to 1% of the full cash value thereof, except that additional *ad valorem* taxes may be levied to pay debt service on (i) indebtedness approved by the voters prior to July 1, 1978, (ii) (as a result of an amendment to Article XIII A approved by State voters on June 3, 1986) on bonded indebtedness for the acquisition or improvement of real property which has been approved on or after July 1, 1978 by two-thirds of the voters on such indebtedness (which provided the authority for the issuance of the Refunded Bonds), and (iii) (as a result of an amendment to Article XIII A approved by State voters on November 7, 2000) bonded indebtedness incurred by a school district or community college district for the construction, reconstruction, rehabilitation or replacement of school facilities or the acquisition or lease of real property for school facilities, approved by 55% of the voters of the district, but only if certain accountability measures are included in the proposition. Article XIII A defines full cash value to mean "the county assessor's valuation of real property as shown on the 1975-76 tax bill under full cash value, or thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership have occurred after the 1975 assessment". This full cash value may be increased at a rate not to exceed 2% per year to account for inflation.

Article XIII A has subsequently been amended to permit reduction of the "full cash value" base in the event of declining property values caused by damage, destruction or other factors, to provide that there would be no increase in the "full cash value" base in the event of reconstruction of property damaged or destroyed in a disaster and in other minor or technical ways.

Legislation Implementing Article XIII A. Legislation has been enacted and amended a number of times since 1978 to implement Article XIII A. Under current law, local agencies are no

longer permitted to levy directly any property tax (except to pay voter-approved indebtedness). The 1% property tax is automatically levied by the county and distributed according to a formula among taxing agencies. The formula apportions the tax roughly in proportion to the relative shares of taxes levied prior to 1979.

Increases of assessed valuation resulting from reappraisals of property due to new construction, change in ownership or from the annual adjustment not to exceed 2% are allocated among the various jurisdictions in the "taxing area" based upon their respective "situs." Any such allocation made to a local agency continues as part of its allocation in future years.

Inflationary Adjustment of Assessed Valuation. As described above, the assessed value of a property may be increased at a rate not to exceed 2% per year to account for inflation. On December 27, 2001, the Orange County Superior Court, in *County of Orange v. Orange County Assessment Appeals Board No. 3*, held that where a home's taxable value did not increase for two years, due to a flat real estate market, the Orange County assessor violated the 2% inflation adjustment provision of Article XIII A, when the assessor tried to "recapture" the tax value of the property by increasing its assessed value by 4% in a single year. The assessors in most California counties, including the County, use a similar methodology in raising the taxable values of property beyond 2% in a single year. The State Board of Equalization has approved this methodology for increasing assessed values. On appeal, the Appellate Court held that the trial court erred in ruling that assessments are always limited to no more than 2% of the previous year's assessment. On May 10, 2004 a petition for review was filed with the California Supreme Court. The petition has been denied by the California Supreme Court. As a result of this litigation, the "recapture" provision described above may continue to be employed in determining the full cash value of property for property tax purposes.

Article XIII B of the California Constitution

Article XIII B ("**Article XIII B**") of the State Constitution, as subsequently amended by Propositions 98 and 111, respectively, limits the annual appropriations of the State and of any city, county, school district, authority or other political subdivision of the State to the level of appropriations of the particular governmental entity for the prior fiscal year, as adjusted for changes in the cost of living and in population and for transfers in the financial responsibility for providing services and for certain declared emergencies. For fiscal years beginning on or after July 1, 1990, the appropriations limit of each entity of government shall be the appropriations limit for the 1986-87 fiscal year adjusted for the changes made from that fiscal year under the provisions of Article XIII B, as amended.

The appropriations of an entity of local government subject to Article XIII B limitations include the proceeds of taxes levied by or for that entity and the proceeds of certain state subventions to that entity. "Proceeds of taxes" include, but are not limited to, all tax revenues and the proceeds to the entity from (a) regulatory licenses, user charges and user fees (but only to the extent that these proceeds exceed the reasonable costs in providing the regulation, product or service), and (b) the investment of tax revenues.

Appropriations subject to limitation do not include (a) refunds of taxes, (b) appropriations for debt service, (c) appropriations required to comply with certain mandates of the courts or the federal government, (d) appropriations of certain special districts, (e) appropriations for all qualified capital outlay projects as defined by the legislature, (f) appropriations derived from certain fuel and vehicle taxes and (g) appropriations derived from certain taxes on tobacco products.

Article XIII B includes a requirement that all revenues received by an entity of government other than the State in a fiscal year and in the fiscal year immediately following it in excess of the amount permitted to be appropriated during that fiscal year and the fiscal year immediately following it shall be returned by a revision of tax rates or fee schedules within the next two subsequent fiscal years. However, in the event that a school district's revenues exceed its spending limit, the district may in any fiscal year increase its appropriations limit to equal its spending by borrowing appropriations limit from the State.

Article XIII B also includes a requirement that 50% of all revenues received by the State in a fiscal year and in the fiscal year immediately following it in excess of the amount permitted to be appropriated during that fiscal year and the fiscal year immediately following it shall be transferred and allocated to the State School Fund under Section 8.5 of Article XVI of the State Constitution.

Unitary Property

Some amount of property tax revenue of the District is derived from utility property which is considered part of a utility system with components located in many taxing jurisdictions ("**unitary property**"). Under the State Constitution, such property is assessed by the State Board of Equalization ("**SBE**") as part of a "going concern" rather than as individual pieces of real or personal property. State-assessed unitary and certain other property is allocated to the counties by SBE, taxed at special county-wide rates, and the tax revenues distributed to taxing jurisdictions (including the District) according to statutory formulae generally based on the distribution of taxes in the prior year.

Articles XIII C and XIII D

On November 5, 1996, the voters of the State of California approved Proposition 218, popularly known as the "Right to Vote on Taxes Act." Proposition 218 added to the California Constitution Articles XIII C and XIII D (respectively, "**Article XIII C**" and "**Article XIII D**"), which contain a number of provisions affecting the ability of local agencies, including school districts, to levy and collect both existing and future taxes, assessments, fees and charges.

According to the "Title and Summary" of Proposition 218 prepared by the California Attorney General, Proposition 218 limits "the authority of local governments to impose taxes and property-related assessments, fees and charges." Among other things, Article XIII C establishes that every tax is either a "general tax" (imposed for general governmental purposes) or a "special tax" (imposed for specific purposes), prohibits special purpose government agencies such as school districts from levying general taxes, and prohibits any local agency from imposing, extending or increasing any special tax beyond its maximum authorized rate without a two-thirds vote; and also provides that the initiative power will not be limited in matters of reducing or repealing local taxes, assessments, fees and charges. Article XIII C further provides that no tax may be assessed on property other than *ad valorem* property taxes imposed in accordance with Articles XIII and XIII A of the California Constitution and special taxes approved by a two-thirds vote under Article XIII A, Section 4.

On November 2, 2010, Proposition 26 was approved by State voters, which amended Article XIII C to expand the definition of "tax" to include "any levy, charge, or exaction of any kind imposed by a local government" except the following: (1) a charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and

which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege; (2) a charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product; (3) a charge imposed for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations, inspections, and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof; (4) a charge imposed for entrance to or use of local government property, or the purchase, rental, or lease of local government property; (5) a fine, penalty, or other monetary charge imposed by the judicial branch of government or a local government, as a result of a violation of law; (6) a charge imposed as a condition of property development; and (7) assessments and property-related fees imposed in accordance with the provisions of Article XIID. Proposition 26 provides that the local government bears the burden of proving by a preponderance of the evidence that a levy, charge, or other exaction is not a tax, that the amount is no more than necessary to cover the reasonable costs of the governmental activity, and that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor's burdens on, or benefits received from, the governmental activity.

Article XIID deals with assessments and property-related fees and charges, and explicitly provides that nothing in Article XIIC or XIID will be construed to affect existing laws relating to the imposition of fees or charges as a condition of property development.

While the provisions of Proposition 218 may have an indirect effect on the District, such as by limiting or reducing the revenues otherwise available to other local governments whose boundaries encompass property located within the District (thereby causing such local governments to reduce service levels and possibly adversely affecting the value of property within the District), the District does not believe that Proposition 218 will directly impact the revenues available to pay Lease Payments and therefore debt service on the Notes.

Proposition 98

On November 8, 1988, California voters approved Proposition 98, a combined initiative constitutional amendment and statute called the "Classroom Instructional Improvement and Accountability Act" (the "**Accountability Act**"). Certain provisions of the Accountability Act have, however, been modified by Proposition 111, discussed below, the provisions of which became effective on July 1, 1990. The Accountability Act changes State funding of public education below the university level and the operation of the State's appropriations limit. The Accountability Act guarantees State funding for K-12 school districts and community college districts (hereinafter referred to collectively as "K-14 school districts") at a level equal to the greater of (a) the same percentage of general fund revenues as the percentage appropriated to such districts in 1986-87, and (b) the amount actually appropriated to such districts from the general fund in the previous fiscal year, adjusted for increases in enrollment and changes in the cost of living. The Accountability Act permits the Legislature to suspend this formula for a one-year period.

The Accountability Act also changes how tax revenues in excess of the State appropriations limit are distributed. Any excess State tax revenues up to a specified amount would, instead of being returned to taxpayers, be transferred to K-14 school districts. Any such transfer to K-14 school districts would be excluded from the appropriations limit for K-14 school districts and the K-14 school district appropriations limit for the next year would automatically be increased by the amount of such transfer. These additional moneys would enter the base

funding calculation for K 14 school districts for subsequent years, creating further pressure on other portions of the State budget, particularly if revenues decline in a year following an Article XIII B surplus. The maximum amount of excess tax revenues which could be transferred to K 14 school districts is 4% of the minimum State spending for education mandated by the Accountability Act.

Proposition 111

On June 5, 1990, the voters approved Proposition 111 (Senate Constitutional Amendment No. 1) called the "Traffic Congestion Relief and Spending Limit Act of 1990" ("**Proposition 111**") which further modified Article XIII B and Sections 8 and 8.5 of Article XVI of the State Constitution with respect to appropriations limitations and school funding priority and allocation.

The most significant provisions of Proposition 111 are summarized as follows:

Annual Adjustments to Spending Limit. The annual adjustments to the Article XIII B spending limit were liberalized to be more closely linked to the rate of economic growth. Instead of being tied to the Consumer Price Index, the "change in the cost of living" is now measured by the change in California *per capita* personal income. The definition of "change in population" specifies that a portion of the State's spending limit is to be adjusted to reflect changes in school attendance.

Treatment of Excess Tax Revenues. "Excess" tax revenues with respect to Article XIII B are now determined based on a two-year cycle, so that the State can avoid having to return to taxpayers excess tax revenues in one year if its appropriations in the next fiscal year are under its limit. In addition, the Proposition 98 provision regarding excess tax revenues was modified. After any two-year period, if there are excess State tax revenues, 50% of the excess are to be transferred to K-14 school districts with the balance returned to taxpayers; under prior law, 100% of excess State tax revenues went to K-14 school districts, but only up to a maximum of 4% of the schools' minimum funding level. Also, reversing prior law, any excess State tax revenues transferred to K-14 school districts are not built into the school districts' base expenditures for calculating their entitlement for State aid in the next year, and the State's appropriations limit is not to be increased by this amount.

Exclusions from Spending Limit. Two exceptions were added to the calculation of appropriations which are subject to the Article XIII B spending limit. First, there are excluded all appropriations for "qualified capital outlay projects" as defined by the Legislature. Second, there are excluded any increases in gasoline taxes above the 1990 level (then nine cents per gallon), sales and use taxes on such increment in gasoline taxes, and increases in receipts from vehicle weight fees above the levels in effect on January 1, 1990. These latter provisions were necessary to make effective the transportation funding package approved by the Legislature and the Governor, which expected to raise over \$15 billion in additional taxes from 1990 through 2000 to fund transportation programs.

Recalculation of Appropriations Limit. The Article XIII B appropriations limit for each unit of government, including the State, is to be recalculated beginning in fiscal year 1990-91. It is based on the actual limit for fiscal year 1986-87, adjusted forward to 1990-91 as if Proposition 111 had been in effect.

School Funding Guarantee. There is a complex adjustment in the formula enacted in Proposition 98 which guarantees K-14 school districts a certain amount of State general fund revenues. Under prior law, K-14 school districts were guaranteed the greater of (1) 40.9% of State general fund revenues (the “**first test**”) or (2) the amount appropriated in the prior year adjusted for changes in the cost of living (measured as in Article XIII B by reference to *per capita* personal income) and enrollment (the “**second test**”). Under Proposition 111, schools will receive the greater of (1) the first test, (2) the second test, or (3) a third test, which will replace the second test in any year when growth in *per capita* State general fund revenues from the prior year is less than the annual growth in California per capita personal income (the “**third test**”). Under the third test, schools will receive the amount appropriated in the prior year adjusted for change in enrollment and *per capita* State general fund revenues, plus an additional small adjustment factor. If the third test is used in any year, the difference between the third test and the second test will become a “credit” to schools which will be paid in future years when State general fund revenue growth exceeds personal income growth.

Proposition 39

On November 7, 2000, California voters approved an amendment (commonly known as “**Proposition 39**”) to the California Constitution. This amendment (1) allows school facilities bond measures to be approved by 55 percent (rather than two-thirds) of the voters in local elections and permits property taxes to exceed the current 1 percent limit in order to repay the bonds and (2) changes existing statutory law regarding charter school facilities. As adopted, the constitutional amendments may be changed only with another Statewide vote of the people. The statutory provisions could be changed by a majority vote of both houses of the Legislature and approval by the Governor, but only to further the purposes of the proposition. The local school jurisdictions affected by this proposition are K-12 school districts, community college districts, including the District, and county offices of education. As noted above, the California Constitution previously limited property taxes to 1 percent of the value of property. Prior to the approval of Proposition 39, property taxes could only exceed this limit to pay for (1) any local government debts approved by the voters prior to July 1, 1978 or (2) bonds to acquire or improve real property that receive two-thirds voter approval after July 1, 1978.

The 55% vote requirement authorized by Proposition 39 applies only if the local bond measure presented to the voters includes: (1) a requirement that the bond funds can be used only for construction, rehabilitation, equipping of school facilities, or the acquisition or lease of real property for school facilities; (2) a specific list of school projects to be funded and certification that the school board has evaluated safety, class size reduction, and information technology needs in developing the list; and (3) a requirement that the school board conduct annual, independent financial and performance audits until all bond funds have been spent to ensure that the bond funds have been used only for the projects listed in the measure. Legislation approved in June 2000 places certain limitations on local school bonds to be approved by 55 percent of the voters. These provisions require that the tax rate levied as the result of any single election be no more than \$60 (for a unified school district), \$30 (for an elementary school district or high school district), or \$25 (for a community college district), per \$100,000 of taxable property value. These requirements are not part of this proposition and can be changed with a majority vote of both houses of the Legislature and approval by the Governor.

Proposition 30

Guaranteed Local Public Safety Funding, Initiative Constitutional Amendment (also known as “**Proposition 30**”), which temporarily increases the State Sales and Use Tax and personal income tax rates on higher incomes. Proposition 30 temporarily imposes an additional tax on all retailers, at the rate of 0.25% of gross receipts from the sale of all tangible personal property sold in the State from January 1, 2013 to December 31, 2016. Proposition 30 also imposes an additional excise tax on the storage, use, or other consumption in the State of tangible personal property purchased from a retailer on and after January 1, 2013 and before January 1, 2017. This excise tax will be levied at a rate of 0.25% of the sales price of the property so purchased. For personal income taxes imposed beginning in the taxable year commencing January 1, 2012 and ending December 31, 2018, Proposition 30 increases the marginal personal income tax rate by: (i) 1% for taxable income over \$250,000 but less than \$300,000 for single filers (over \$340,000 but less than \$408,000 for joint filers), (ii) 2% for taxable income over \$300,000 but less than \$500,000 for single filers (over \$408,000 but less than \$680,000 for joint filers), and (iii) 3% for taxable income over \$500,000 for single filers (over \$680,000 for joint filers).

The revenues generated from the temporary tax increases will be included in the calculation of the Proposition 98 minimum funding guarantee for school districts and community college districts. See “Proposition 98” and “Proposition 111” above. From an accounting perspective, the revenues generated from the temporary tax increases will be deposited into the State account created pursuant to Proposition 30 called the Education Protection Account (the “**EPA**”). Pursuant to Proposition 30, funds in the EPA will be allocated quarterly, with 89% of such funds provided to schools districts and 11% provided to community college districts. The funds will be distributed to school districts and community college districts in the same manner as existing unrestricted per-student funding, except that no school district will receive less than \$200 per unit of ADA and no community college district will receive less than \$100 per full time equivalent student. The governing board of each school district and community college district is granted sole authority to determine how the moneys received from the EPA are spent, provided that, the appropriate governing board is required to make these spending determinations in open session at a public meeting and such local governing boards are prohibited from using any funds from the EPA for salaries or benefits of administrators or any other administrative costs.

Proposition 1A and Proposition 22

On November 2, 2004, California voters approved Proposition 1A, which amended the State constitution to significantly reduce the State's authority over major local government revenue sources. Under Proposition 1A, the State cannot (i) reduce local sales tax rates or alter the method of allocating the revenue generated by such taxes, (ii) shift property taxes from local governments to schools or community colleges, (iii) change how property tax revenues are shared among local governments without two-thirds approval of both houses of the State Legislature or (iv) decrease Vehicle License Fee revenues without providing local governments with equal replacement funding. Under Proposition 1A, beginning, in 2008-09, the State may shift to schools and community colleges a limited amount of local government property tax revenue if certain conditions are met, including: (i) a proclamation by the Governor that the shift is needed due to a severe financial hardship of the State, and (ii) approval of the shift by the State Legislature with a two-thirds vote of both houses. Under such a shift, the State must repay local governments for their property tax losses, with interest, within three years. Proposition 1A does allow the State to approve voluntary exchanges of local sales tax and

property tax revenues among local governments within a county. Proposition 1A also amended the State Constitution to require the State to suspend certain State laws creating mandates in any year that the State does not fully reimburse local governments for their costs to comply with the mandates. This provision does not apply to mandates relating to schools or community colleges or to those mandates relating to employee rights.

Proposition 22, a constitutional initiative entitled the “Local Taxpayer, Public Safety, and Transportation Protection Act of 2010,” approved on November 2, 2010, superseded many of the provisions of Proposition 1A. This initiative amends the State constitution to prohibit the legislature from diverting or shifting revenues that are dedicated to funding services provided by local government or funds dedicated to transportation improvement projects and services. Under this proposition, the State is not allowed to take revenue derived from locally imposed taxes, such as hotel taxes, parcel taxes, utility taxes and sales taxes, and local public transit and transportation funds. Further, in the event that a local governmental agency sues the State alleging a violation of these provisions and wins, then the State must automatically appropriate the funds needed to pay that local government. This Proposition was intended to, among other things, stabilize local government revenue sources by restricting the State’s control over local property taxes. Proposition 22 did not prevent the California State Legislature from dissolving State redevelopment agencies pursuant to AB 1X26, as confirmed by the decision of the California Supreme Court decision in *California Redevelopment Association v. Matosantos* (2011).

Because Proposition 22 reduces the State’s authority to use or reallocate certain revenue sources, fees and taxes for State general fund purposes, the State will have to take other actions to balance its budget, such as reducing State spending or increasing State taxes, and school and college districts that receive Proposition 98 or other funding from the State will be more directly dependent upon the State’s general fund.

Future Initiatives

Article XIII A, Article XIII B, Article XIII C and Article XIII D of the California Constitution and Propositions 98, 111, 1A, 22, 26, 30 and 39 were each adopted as measures that qualified for the ballot under the State’s initiative process. From time to time other initiative measures could be adopted further affecting District revenues or the District’s ability to expend revenues. The nature and impact of these measures cannot be anticipated by the District.

APPENDIX C

ECONOMIC AND DEMOGRAPHIC INFORMATION FOR THE CITY OF OXNARD AND VENTURA COUNTY

The Series C Bonds are not a debt of the City of Oxnard or the County of Ventura. The County of Ventura, including its Board of Supervisors, officers, officials, agents and other employees, are required, only to the extent required by law, to: (i) levy and collect ad valorem taxes for payment of the Series C Bonds in accordance with the law; and (ii) transmit the proceeds of such taxes to the paying agent for the payment of the principal of and interest on the Series C Bonds at the time such payment is due.

General

The District is located in the City of Oxnard in Ventura County.

Population

The table below shows population estimates for the City, County of Ventura and the State of California for the last five years.

CITY OF OXNARD, COUNTY OF VENTURA AND STATE OF CALIFORNIA Population Estimates

Calendar Year	City of Oxnard	County of Ventura	State of California
2010	197,901	822,108	37,223,900
2011	199,265	827,874	37,427,946
2012	199,447	829,075	37,668,804
2013	201,029	836,153	37,984,138
2014	203,645	842,967	38,340,074

Source: State Department of Finance estimates.

Employment and Industry

The District is included in the Oxnard-Thousand Oaks-Ventura Metropolitan Statistical Area (“MSA”). The unemployment rate in Ventura County was 6.8 percent in August 2014, down from a revised 7.0 percent in July 2014, and below the year-ago estimate of 8.1 percent. This compares with an unadjusted unemployment rate of 7.4 percent for California and 6.3 percent for the nation during the same period.

The following table shows civilian labor force and wage and salary employment data for the Oxnard-Thousand Oaks-Ventura Metropolitan Statistical Area, which is coterminous with Ventura County and, therefore, includes the City of Ventura, for the past five calendar years. These figures are area-wide statistics and may not necessarily accurately reflect employment trends in the City. Annual figures are not yet available for the calendar year 2014.

**OXNARD-THOUSAND OAKS-VENTURA METROPOLITAN STATISTICAL AREA
(Ventura County)
Annual Average Civilian Labor Force, Employment and Unemployment,
Employment by Industry
(March 2013 Benchmark)**

	2009	2010	2011	2012	2013
Civilian Labor Force ⁽¹⁾	430,300	430,900	437,000	437,900	434,900
Employment	387,800	384,300	393,100	398,200	401,100
Unemployment	42,500	46,600	43,900	39,700	33,800
Unemployment Rate	9.9%	10.8%	10.1%	9.1%	7.8%
<u>Wage and Salary Employment:</u> ⁽²⁾					
Agriculture	24,000	24,400	25,000	27,100	27,700
Mining and Logging	1,200	1,200	1,200	1,300	1,200
Construction	13,200	11,300	11,100	11,800	12,400
Manufacturing	32,600	31,500	30,700	29,900	29,800
Wholesale Trade	12,000	12,300	12,600	12,600	12,800
Retail Trade	35,100	35,500	36,200	37,300	38,500
Trans., Warehousing and Utilities	5,400	5,300	5,600	5,700	5,800
Information	5,300	5,100	4,900	5,100	5,100
Finance and Insurance	16,100	16,300	17,100	15,400	14,500
Real Estate and Rental and Leasing	4,300	4,400	4,500	4,200	4,300
Professional and Business Services	36,100	33,900	32,900	34,800	36,200
Educational and Health Services	32,300	32,800	32,800	37,500	39,000
Leisure and Hospitality	29,800	30,300	31,200	32,700	33,700
Other Services	9,300	9,200	9,000	9,400	9,600
Federal Government	7,400	7,800	7,500	7,200	7,000
State Government	2,600	2,600	2,700	2,700	2,700
Local Government	33,000	33,900	34,700	33,700	33,900
Total, All Industries ⁽³⁾	299,600	297,700	299,600	308,400	314,300

(1) Labor force data is by place of residence; includes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

(2) Industry employment is by place of work; excludes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

(3) Totals may not add due to rounding.

Source: State of California Employment Development Department.

Major Employers

The following table lists the major employers within the County, listed alphabetically.

COUNTY OF VENTURA Major Employers As of September 2014

Employer Name	Location	Industry
Air National Guard	Port Hueneme	State Government-National Security
Amgen Inc	Thousand Oaks	Biological Specimens-Manufacturers
Baxter Healthcare	Westlake Village	Physicians & Surgeons Equip & Supls-Mfrs
Boskovich Farms Inc	Oxnard	Fruits & Vegetables-Growers & Shippers
California State University	Ventura	Schools-Universities & Colleges Academic
Coleman Welding	Ventura	Steel-Structural (Mfrs)
Community Memorial Hospital	Ventura	Hospitals
Farmers Insurance	Simi Valley	Insurance
Haas Automation Inc	Oxnard	Machinery-Manufacturers
Harbor Freight Tools USA Inc	Camarillo	Tools-New & Used
Hossein Tarani	Oak Park	Oils-Fuel (Whls)
Iyogi Computer Support	Oak Park	Computers-Service & Repair
Los Robles Hospital & Med Ctr	Thousand Oaks	Hospitals
Moorpark College	Moorpark	Schools-Universities & Colleges Academic
Nancy Reagan Breast Ctr	Simi Valley	Diagnostic Imaging Centers
Naval Air Warfare Ctr Weapons	Point Mugu Nawc	Federal Government-National Security
Naval Base Ventura County	Point Mugu Nawc	Military Bases
Naval Construction Battalion	Point Mugu Nawc	Federal Government-National Security
Oxnard College	Oxnard	Schools-Universities & Colleges Academic
Penny Mac Mortgage Investment	Moorpark	Real Estate Investment Trusts
Sheriff's Department-Jails	Ventura	Sheriff
Simi Valley Hospital	Simi Valley	Hospitals
St John's Regional Medical Ctr	Oxnard	Hospitals
Technicolor Inc	Camarillo	Motion Picture Producers & Studios
Ventura County Superintendent of Schools	Camarillo	Schools

Source: *California Employment Development Department, extracted from The America's Labor Market Information System (ALMIS) Employer Database, 2014 2nd Edition.*

Effective Buying Income

"Effective Buying Income" is defined as personal income less personal tax and nontax payments, a number often referred to as "disposable" or "after-tax" income. Personal income is the aggregate of wages and salaries, other labor-related income (such as employer contributions to private pension funds), proprietor's income, rental income (which includes imputed rental income of owner-occupants of non-farm dwellings), dividends paid by corporations, interest income from all sources, and transfer payments (such as pensions and welfare assistance). Deducted from this total are personal taxes (federal, state and local), nontax payments (fines, fees, penalties, etc.) and personal contributions to social insurance. According to U.S. government definitions, the resultant figure is commonly known as "disposable personal income."

The following table summarizes the total effective buying income for the City, the County, the State and the United States for the period 2009 through 2013. Figures for 2014 are not yet available.

**CITY OF OXNARD; VENTURA COUNTY
Effective Buying Income
As of January 1, 2009 through 2013**

Year	Area	Total Effective Buying Income (000's Omitted)	Median Household Effective Buying Income
2009	City of Oxnard	\$ 2,944,858	\$50,253
	Ventura County	20,448,570	62,193
	California	844,823,319	49,736
	United States	6,571,536,768	43,252
2010	City of Oxnard	\$ 2,738,220	\$46,869
	Ventura County	19,427,353	58,583
	California	801,393,028	47,177
	United States	6,365,020,076	41,368
2011	City of Oxnard	\$ 2,797,998	\$46,616
	Ventura County	19,920,950	58,300
	California	814,578,458	47,062
	United States	6,438,704,664	41,253
2012	City of Oxnard	\$ 3,059,218	\$47,708
	Ventura County	21,829,752	59,284
	California	864,088,828	47,307
	United States	6,737,867,730	41,358
2013	City of Oxnard	\$ 3,066,423	\$49,260
	Ventura County	21,077,443	60,285
	California	858,676,636	48,340
	United States	6,982,757,379	43,715

Source: The Nielsen Company (US), Inc.

Commercial Activity

In 2009, the State Board of Equalization converted the business codes of sales and use tax permit holders to North American Industry Classification System codes. As a result of the coding change, retail stores data for 2009 is not comparable to that of prior years. Summaries of the historic taxable sales within the County of Ventura and the City of Oxnard during the past five years in which data is available are shown in the following tables. Annual figures are not yet available for 2013.

During the first two quarters of the calendar year 2013, total taxable transactions in the City were reported to be \$1,072,070,000, a 2.46% decrease over the total taxable transactions of \$1,099,063,000 that were reported in the City during the first two quarters of the calendar year 2012.

**CITY OF OXNARD
Taxable Retail Sales
Number of Permits and Valuation of Taxable Transactions
Calendar Years 2008 through 2012 (shown in thousands of dollars)**

	<u>Retail Stores</u>		<u>Total All Outlets</u>	
	<u>Number of Permits</u>	<u>Taxable Transactions</u>	<u>Number of Permits</u>	<u>Taxable Transactions</u>
2008	1,518	\$1,648,461	3,772	\$2,165,477
2009 ⁽¹⁾	2,262	1,436,959	3,526	1,856,434
2010 ⁽¹⁾	2,262	1,507,987	3,530	1,933,728
2011 ⁽¹⁾	2,174	1,633,046	3,460	2,122,220
2012 ⁽¹⁾	2,175	1,765,630	3,474	2,290,589

(1) Not comparable to prior years. "Retail" category now includes "Food Services."
Source: California State Board of Equalization, Taxable Sales in California (Sales & Use Tax).

Total taxable sales during the first two quarters of the calendar year 2013 in the County were reported to be \$6,182,971,000, a 10.95% increase from the total taxable sales of \$5,572,741,000 reported during the first two quarters of the calendar year 2012.

**VENTURA COUNTY
Taxable Retail Sales
Number of Permits and Valuation of Taxable Transactions
Calendar Years 2008 through 2012 (Dollars in Thousands)**

	<u>Retail Stores</u>		<u>Total All Outlets</u>	
	<u>Number of Permits</u>	<u>Taxable Transactions</u>	<u>Number of Permits</u>	<u>Taxable Transactions</u>
2008	8,902	\$8,075,751	23,940	\$11,322,410
2009 ⁽¹⁾	14,331	7,213,606	22,564	9,883,853
2010 ⁽¹⁾	14,134	7,546,960	22,422	10,225,488
2011 ⁽¹⁾	13,788	8,156,404	22,032	11,020,181
2012 ⁽¹⁾	13,992	8,700,010	22,206	11,958,260

(1) Not comparable to prior years. "Retail" category now includes "Food Services."
Source: California State Board of Equalization, Taxable Sales in California (Sales & Use Tax).

Construction Activity

Construction activity in the City and the County for the past five years for which data is available is shown in the following tables. Annual figures are not yet available for calendar year 2014.

CITY OF OXNARD Building Permit Valuation Calendar Years 2009 through 2013 (Valuation in Thousands of Dollars)

	2009	2010	2011	2012	2013
<u>Permit Valuation</u>					
New Single-family	\$19,531.8	\$13,019.2	\$6,647.2	\$790.1	\$17,207.8
New Multi-family	22,507.6	21,388.6	40,084.8	13,871.4	78,903.5
Res. Alterations/Additions	<u>6,678.2</u>	<u>5,086.7</u>	13,279.5	<u>4,159.9</u>	<u>7,023.0</u>
Total Residential	48,717.7	39,494.5	60,011.5	18,821.4	103,134.3
New Commercial	17,230.1	16,292.7	12,533.9	6,932.8	13,579.5
New Industrial	0.0	0.0	0.0	5,126.5	0.0
New Other	706.7	2,290.7	3,763.6	0.0	369.6
Com. Alterations/Additions	<u>15,574.6</u>	<u>11,097.0</u>	<u>13,735.5</u>	<u>8,497.8</u>	<u>23,839.5</u>
Total Nonresidential	\$33,511.3	\$29,680.4	\$30,033.0	\$20,557.1	\$37,788.6
New Dwelling Units					
Single Family	81	44	20	4	66
Multiple Family	<u>123</u>	<u>116</u>	<u>320</u>	<u>80</u>	<u>366</u>
TOTAL	204	160	340	84	432

Source: Construction Industry Research Board, Building Permit Summary.

COUNTY OF VENTURA Building Permit Valuation Calendar Years 2009 through 2013 (Valuation in Thousands of Dollars)

	2009	2010	2011	2012	2013
<u>Permit Valuation</u>					
New Single-family	\$81,959.7	\$68,191.5	\$65,286.8	62,359.0	\$139,009.7
New Multi-family	32,433.1	52,395.9	67,765.1	23,303.3	121,304.6
Res. Alterations/Additions	<u>60,450.2</u>	<u>61,349.0</u>	<u>83,791.4</u>	<u>56,288.6</u>	<u>53,255.4</u>
Total Residential	174,843.0	181,936.4	\$216,843.3	141,950.9	313,569.8
New Commercial	30,640.9	41,329.1	33,617.1	36,557.8	64,645.0
New Industrial	16,561.1	0.0	6,955.4	9,636.2	336.6
New Other	31,878.8	39,078.1	5,326.7	3,147.1	9,813.5
Com. Alterations/Additions	<u>74,224.4</u>	<u>80,035.6</u>	<u>80,890.5</u>	<u>69,241.1</u>	<u>79,728.1</u>
Total Nonresidential	\$153,305.2	\$160,442.7	\$126,789.7	\$118,582.2	\$154,523.2
New Dwelling Units					
Single Family	231	192	167	175	360
Multiple Family	<u>173</u>	<u>398</u>	<u>539</u>	<u>147</u>	<u>688</u>
TOTAL	404	590	706	322	1,048

Source: Construction Industry Research Board, Building Permit Summary.

APPENDIX D

PROPOSED FORM OF OPINION OF BOND COUNSEL

Upon the date of issuance of the Series C Bonds, Garcia, Hernández, Sawhney & Bermudez, LLP, Bond Counsel to the District, proposes to render its final approving opinion with respect to the Series C Bonds in substantially the following form:

[Closing Date]

Board of Trustees
Oxnard School District
Oxnard, California

\$ _____
OXNARD SCHOOL DISTRICT
(Ventura County, California)
General Obligation Bonds, Election of 2012, Series C

Members of the Board of Trustees:

We have acted as bond counsel to the Oxnard School District (the "District"), located in Ventura County, California (the "County"), in connection with the issuance by the District of the Oxnard School District General Obligation Bonds, Election of 2012, Series C (the "Bonds"), in the aggregate principal amount of \$ _____, as authorized by _____ and pursuant to a resolution of the Board of Trustees of the District (the "Board") adopted on October 15, 2014 (the "Bond Resolution").

In our capacity as bond counsel, we have reviewed the Bond Resolution, the Tax Certificate of the District related to the Bonds, dated the date hereof (the "Tax Certificate"), certificates of the District and others and such other documents, opinions and matters to the extent we deemed necessary to render the opinions set forth herein. As to questions of fact material to our opinion, we have relied upon representations in the Bond Resolution and in the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation, and we have assumed, but have not independently verified, that the signatures on all documents, certificates and opinions that we reviewed are genuine. Furthermore, we have assumed compliance with all covenants, agreements and representations contained in the Bond Resolution, the Tax Certificate and certificates provided by the District and others.

The opinions expressed herein are based on an analysis of existing laws, regulations and rulings. Such opinions may be affected by actions taken or omitted or events occurring after the date hereof. We have not undertaken to determine or inform any person whether any such actions are taken or omitted or events do occur or any matters come to our attention after the date hereof. Accordingly, this opinion speaks only as of its date and may not be relied upon

in connection with any such actions, events or matters. Our engagement with respect to the Bonds has concluded with their issuance and we disclaim any obligation to update this letter.

Based on the foregoing, and subject to the limitations and qualifications herein specified, as of the date hereof, and under existing law, we are of the opinion that:

1. The District is duly created and validly existing school district with the power to perform its obligations under the Bond Resolution and the Bonds.
2. The Bond Resolution has been duly adopted by the Board and constitutes a valid and binding obligation of the District enforceable against the District in accordance with its terms.
3. The Board of Supervisors of the County has the power and is obligated to levy and collect *ad valorem* taxes, without limitation as to rate or amount, on all property subject to taxation within the District (except for certain personal property which is taxable at limited rates), for the payment of the Bonds and the interest thereon.
4. Assuming compliance by the District with certain covenants in the Bond Resolution, the Tax Certificate and other documents pertaining to the Bonds and requirements of the Internal Revenue Code of 1986, as amended, regarding the use, expenditure and investment of proceeds of the Bonds and the timely payment of certain investment earnings to the United States, interest on the Bonds is excludable from gross income for federal income tax purposes and is exempt from State of California personal income taxes. Failure to comply with such covenants and requirements may cause interest on the Bonds to be included in federal gross income retroactive to the date of issuance and delivery of the Bonds. Interest on the Bonds is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes; however, it is included in adjusted current earnings in calculating corporate alternative minimum taxable income. We express no opinion regarding other federal or State tax consequences arising with respect to the Bonds.

The rights of the owners of the Bonds and the enforceability of the Bonds and the Bond Resolution may be subject to bankruptcy, insolvency, reorganization, arrangement, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and may also be subject to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against school districts in the State of California.

Respectfully submitted,

Garcia, Hernández, Sawhney & Bermudez, LLP

APPENDIX E

FORM OF CONTINUING DISCLOSURE CERTIFICATE

\$ _____
OXNARD SCHOOL DISTRICT
(Ventura County, California)
General Obligation Bonds, Election of 2012, Series C

This Continuing Disclosure Certificate (this “**Disclosure Certificate**”) is executed and delivered by the Oxnard School District (the “**District**”) in connection with the execution and delivery of the captioned bonds (the “**Bonds**”). The Series C Bonds are being executed and delivered pursuant to a resolution adopted by the Board of Trustees of the District on October 15, 2014 (the “**Resolution**”). U.S. Bank National Association, San Francisco, California, is initially acting as paying agent for the Series C Bonds (the “**Paying Agent**”).

The District hereby covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the District for the benefit of the holders and beneficial owners of the Series C Bonds and in order to assist the Participating Underwriter in complying with S.E.C. Rule 15c2-12(b)(5).

Section 2. Definitions. In addition to the definitions set forth above and in the Series C Bond Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section 2, the following capitalized terms shall have the following meanings:

“*Annual Report*” means any Annual Report provided by the District pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“*Annual Report Date*” means the date not later than nine months (currently March 31) after the end of each fiscal year of the District (currently June 30th).

“*Dissemination Agent*” means, initially, the District, or any successor Dissemination Agent designated in writing by the District and which has filed with the District and the Paying Agent a written acceptance of such designation.

“*Listed Events*” means any of the events listed in Section 5(a) of this Disclosure Certificate.

“*MSRB*” means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule.

“*Official Statement*” means the final official statement executed by the District in connection with the issuance of the Series C Bonds.

“*Paying Agent*” means U.S. Bank National Association, or any successor thereto.

“*Participating Underwriter*” means the original Underwriter of the Series C Bonds required to comply with the Rule in connection with offering of the Series C Bonds.

“*Rule*” means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 3. Provision of Annual Reports.

(a) The District shall, or shall cause the Dissemination Agent to, not later than the Annual Report Date, commencing March 31, 2015 with the report for the 2013-14 fiscal year, provide to the MSRB in an electronic format as prescribed by the MSRB, an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than 15 Business Days prior to the Annual Report Date, the District shall provide the Annual Report to the Dissemination Agent (if other than the District). If by 15 Business Days prior to the Annual Report Date the Dissemination Agent (if other than the District) has not received a copy of the Annual Report, the Dissemination Agent shall contact the District to determine if the District is in compliance with the previous sentence. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the District may be submitted separately from the balance of the Annual Report, and later than the Annual Report Date, if not available by that date. If the District’s fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c). The District shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by the District hereunder.

(b) If the District does not provide (or cause the Dissemination Agent to provide) an Annual Report by the Annual Report Date, the District shall provide (or cause the Dissemination Agent to provide) to the MSRB, in an electronic format as prescribed by the MSRB, a notice in substantially the form attached as Exhibit A, with a copy to the Paying Agent and Participating Underwriter.

(c) With respect to each Annual Report, the Dissemination Agent shall:

- (i) determine each year prior to the Annual Report Date the then-applicable rules and electronic format prescribed by the MSRB for the filing of annual continuing disclosure reports; and
- (ii) if the Dissemination Agent is other than the District, file a report with the District certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, and stating the date it was provided.

Section 4. Content of Annual Reports. The District’s Annual Report shall contain or incorporate by reference the following:

(a) (i) The audited financial statements of the District for the most recently completed fiscal year and (ii) the most recently adopted budget of the District. If the audited financial statements are not available by the time the Annual Report is required to be filed, the Annual Report shall contain any unaudited financial statements of the Issuer in a format similar to the

financial statements, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available. Audited financial statements, if any, of the District shall be audited by such auditor as shall then be required or permitted by State law or the Resolution. Audited financial statements shall be prepared in accordance with generally accepted accounting principles as prescribed for governmental units by the Governmental Accounting Standards Board; provided, however, that the District may from time to time, if required by federal or state legal requirements, modify the basis upon which its financial statements are prepared. In the event that the District shall modify the basis upon which its financial statements are prepared, the District shall provide a notice of such modification to the MSRB, including a reference to the specific federal or state law or regulation specifically describing the legal requirements for the change in accounting basis.

(b) To the extent not included in the audited financial statements or adopted budget filed pursuant to Section 4(a) above, the Annual Report shall also include the following:

- (i) the average daily attendance in the District's schools on an aggregate basis for the preceding fiscal year and for the current budget year;
- (ii) pension plan contributions made by the District for the preceding fiscal year and budgeted for the current budget year;
- (iii) aggregate principal amount of short-term borrowings, lease obligations and other long-term borrowings of the District as of the end of the most recently completed fiscal year;
- (iv) description of amount of general fund revenues and expenditures which have been budgeted for the current fiscal year, together with audited actual budget figures for the most recently completed fiscal year;
- (v) the District's total local control funding for the most recently completed fiscal year and for the current budget year;
- (vi) total secured property tax levy and collections for the most recently completed fiscal year, if available at the time of filing the Annual Report, showing current collections as a percent of the total levy; and
- (vii) assessed valuation of taxable properties in the District for the current fiscal year, including assessed valuation of the top ten properties.

(c) In addition to any of the information expressly required to be provided under this Disclosure Certificate, the District shall provide such further material information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

(d) Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the District or related public entities, which are available to the public on the MSRB's internet web site or filed with the Securities and Exchange Commission. The District shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) The District shall give, or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Series C Bonds:

- (1) Principal and interest payment delinquencies.
- (2) Non-payment related defaults, if material.
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (5) Substitution of credit or liquidity providers, or their failure to perform.
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.
- (7) Modifications to rights of security holders, if material.
- (8) Bond calls, if material, and tender offers.
- (9) Defeasances.
- (10) Release, substitution, or sale of property securing repayment of the securities, if material.
- (11) Rating changes.
- (12) Bankruptcy, insolvency, receivership or similar event of the District.
- (13) The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

(b) Whenever the District obtains knowledge of the occurrence of a Listed Event, the District shall, or shall cause the Dissemination Agent (if not the District) to, file a notice of such occurrence with the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of the Listed Event. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8) and (9) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to holders of affected Bonds under the Resolution.

(c) The District acknowledges that the events described in subparagraphs (a)(2), (a)(7), (a)(8) (if the event is a bond call), (a)(10), (a)(13), and (a)(14) of this Section 5 contain the qualifier "if material" and that subparagraph (a)(6) also contains the qualifier "material" with

respect to certain notices, determinations or other events affecting the tax status of the Bonds. The District shall cause a notice to be filed as set forth in paragraph (b) above with respect to any such event only to the extent that it determines the event's occurrence is material for purposes of U.S. federal securities law. Whenever the District obtains knowledge of the occurrence of any of these Listed Events, the District will as soon as possible determine if such event would be material under applicable federal securities law. If such event is determined to be material, the District will cause a notice to be filed as set forth in paragraph (b) above.

(d) For purposes of this Disclosure Certificate, any event described in paragraph (a)(12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the District in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District.

Section 6. Identifying Information for Filings with the MSRB. All documents provided to the MSRB under the Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The District's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Series C Bonds. If such termination occurs prior to the final maturity of the Series C Bonds, the District shall give notice of such termination in the same manner as for a Listed Event under Section 5(c).

Section 8. Dissemination Agent. The District may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any Dissemination Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be the District. Any Dissemination Agent may resign by providing 30 days' written notice to the District and the Paying Agent.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the District may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

- (a) if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Series C Bonds, or type of business conducted;
- (b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the Series C Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) the proposed amendment or waiver either (i) is approved by holders of the Series C Bonds in the manner provided in the Series C Bond Resolution for amendments to the Series C Bond Resolution with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Series C Bonds.

If the annual financial information or operating data to be provided in the Annual Report is amended pursuant to the provisions hereof, the first annual financial information filed pursuant hereto containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to the undertaking specifying the accounting principles to be followed in preparing financial statements, the annual financial information for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the District to meet its obligations. To the extent reasonably feasible, the comparison shall be quantitative. A notice of the change in the accounting principles shall be filed in the same manner as for a Listed Event under Section 5(c).

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the District chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the District shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. Default. If the District fails to comply with any provision of this Disclosure Certificate, the Participating Underwriter or any holder or beneficial owner of the Series C Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Series C Bond Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the District to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent.

(a) The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the District agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's

negligence or willful misconduct. The Dissemination Agent will have no duty or obligation to review any information provided to it by the District hereunder, and shall not be deemed to be acting in any fiduciary capacity for the District, the Series C Bondholders or any other party. The obligations of the District under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Series C Bonds.

(b) The Dissemination Agent shall be paid compensation by the District for its services provided hereunder in accordance with its schedule of fees as amended from time to time, and shall be reimbursed for all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the District, the Dissemination Agent, the Participating Underwriter and holders and beneficial owners from time to time of the Series C Bonds, and shall create no rights in any other person or entity.

Date: November 5, 2014

OXNARD SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Oxnard School District (the "District")
Name of Bond Issue: General Obligation Bonds, Election of 2012, Series C
Date of Issuance: November 5, 2014

NOTICE IS HEREBY GIVEN that the District has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Certificate, dated as of November 5, 2014. The District anticipates that the Annual Report will be filed by _____.

Dated: _____

DISSEMINATION AGENT:

By: _____
Its: _____

cc: District, Paying Agent and Participating Underwriter

APPENDIX F

DTC AND THE BOOK-ENTRY ONLY SYSTEM

The following description of the Depository Trust Company (“DTC”), the procedures and record keeping with respect to beneficial ownership interests in the Series C Bonds, payment of principal, interest and other payments on the Series C Bonds to DTC Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interest in the Series C Bonds and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC. Accordingly, no representations can be made concerning these matters and neither the DTC Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters, but should instead confirm the same with DTC or the DTC Participants, as the case may be.

Neither the District nor the Paying Agent take any responsibility for the information contained in this Section.

No assurances can be given that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Series C Bonds, (b) Bonds representing ownership interest in or other confirmation or ownership interest in the Series C Bonds, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Series C Bonds, or that they will so do on a timely basis, or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Appendix. The current “Rules” applicable to DTC are on file with the Securities and Exchange Commission and the current “Procedures” of DTC to be followed in dealing with DTC Participants are on file with DTC.

1. The Depository Trust Company (“DTC”), New York, NY, will act as securities depository for the securities (in this Appendix, the “Bonds”). The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond will be issued for each maturity of the Bonds, in the aggregate principal amount of such maturity, and will be deposited with DTC. If, however, the aggregate principal amount of any maturity exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount and an additional certificate will be issued with respect to any remaining principal amount of such issue.

2. DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is

a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has a Standard & Poor’s rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com. *The information contained on this Internet site is not incorporated herein by reference.*

3. Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC’s records. The ownership interest of each actual purchaser of each Bond (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive Bonds representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

4. To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of the notices be provided directly to them.

6. Redemption notices will be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC’s practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor such other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC’s MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to District as soon as

possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from District or Paying Agent on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, Paying Agent, or District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of District or Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. DTC may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to District or Paying Agent. Under such circumstances, in the event that a successor securities depository is not obtained, Bonds are required to be printed and delivered.

10. The District may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

11. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that District believes to be reliable, but District takes no responsibility for the accuracy thereof.

\$ _____
OXNARD SCHOOL DISTRICT
(Ventura County, California)
General Obligation Bonds, Election of 2012, Series C

BOND PURCHASE AGREEMENT

October __, 2014

Board of Trustees
Oxnard School District
1051 South "A" Street
Oxnard, CA 93030

Ladies and Gentlemen:

Stifel, Nicolaus & Company, Incorporated, as underwriter (the "Underwriter"), acting on its own behalf and not as fiduciary or agent for the hereinafter defined District, offers to enter into this Bond Purchase Agreement (this "Purchase Agreement") with the Oxnard School District (the "District"), which, upon acceptance hereof by the District, will be binding upon the District and the Underwriter. This offer is made subject to the written acceptance of this Purchase Agreement by the District and delivery of such acceptance to the Underwriter at its office prior to 11:59 p.m., California Time, on the date hereof.

1. **Purchase and Sale of the Bonds.** Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Underwriter hereby agrees to purchase from the District for reoffering to the public, and the District hereby agrees to sell to the Underwriter for such purpose, all (but not less than all) of \$_____ in aggregate principal amount of Oxnard School District (Ventura County, California) General Obligation Bonds, Election of 2012, Series C (the "Bonds"). The Underwriter shall purchase the Bonds at a purchase price of \$_____ (representing the principal amount of the Bonds, plus original issue premium of \$_____, less Underwriter's discount of \$_____).

The Bonds are issued under the provisions of a resolution adopted by the Board of Trustees of the District on October 15, 2014 (the "Bond Resolution") and certain provisions of the Government Code of the State, commencing with Section 53506 thereof (the "Bond Law"), for the purpose of financing voter approved school facility projects as more particularly described in the Official Statement for the Bonds. The Bonds shall bear interest at the rates, and shall mature in the years shown on Appendix A hereto, which is incorporated herein by this reference.

The District acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Purchase Agreement is an arm's-length commercial transaction between the District and the Underwriter, (ii) in connection with such transaction, the Underwriter is and has been acting solely as a principal and not as an agent or a fiduciary of the District, (iii) the Underwriter has not assumed (individually or collectively) a fiduciary responsibility in favor of the District with respect to (x) the offering of the Bonds or the process leading thereto (whether or

not the Underwriter or any affiliate of the Underwriter has advised or is currently advising the District on other matters) or (y) any other obligation to the District except the obligations expressly set forth in this Purchase Agreement and (iv) the District has consulted with its own legal, financial and other professional advisors to the extent it deemed appropriate in connection with the offering of the Bonds. The District acknowledges that it has previously provided the Underwriter with an acknowledgment of receipt of the required Underwriter disclosure under Rule G-17 of the Municipal Securities Rulemaking Board (the "MSRB").

2. **The Bonds.** The Bonds shall be dated their date of delivery, and shall otherwise be as described in, and shall be issued and secured pursuant to, the provisions of the Bond Resolution and the Bond Law.

The Bonds shall be executed and delivered under and in accordance with the provisions of this Purchase Agreement and the Bond Resolution. The Bonds shall be in book-entry form, shall bear CUSIP numbers, shall be in fully registered form initially, registered in the name of Cede & Co., as nominee of the Depository Trust Company, New York, New York.

3. **Redemption.** The Bonds shall be subject to redemption as provided in the Bond Resolution and in Appendix A hereto.

4. **Use of Documents.** The District hereby authorizes the Underwriter to use, in connection with the offer and sale of the Bonds, this Purchase Agreement, a Preliminary Official Statement and an Official Statement (both as defined below), the Bond Resolution and all information contained herein and therein and all of the documents, certificates, or statements furnished by the District to the Underwriter in connection with the transactions contemplated by this Purchase Agreement.

5. **Public Offering of the Bonds.** The Underwriter agrees to make a bona fide public offering of all the Bonds at the initial public offering prices or yields to be set forth on the inside cover page of the Official Statement and in Appendix A hereto. Subsequent to such initial public offering, the Underwriter reserves the right to change such initial public offering prices or yields as it deems necessary in connection with the marketing of the Bonds.

6. **Review of Official Statement.** The Underwriter hereby represents that it has received and reviewed the Preliminary Official Statement with respect to the Bonds, dated October 16, 2014 (the "Preliminary Official Statement"). The District represents that the Preliminary Official Statement was "deemed final" as of the date thereof, for purposes of Securities and Exchange Commission Rule 15c2-12 ("Rule 15c2-12"), except for either revisions or additions to the offering price(s), interest rate(s), yield(s) to maturity, Underwriter's discount, aggregate principal amount, principal amount per maturity, delivery date, rating(s) and other terms of the Bonds which depend upon the foregoing as provided in and pursuant to Rule 15c2-12. The District hereby ratifies, confirms and approves of the use and distribution by the Underwriter prior to the date hereof of the Preliminary Official Statement. The District does not object to distribution of the Preliminary Official Statement in electronic form.

The Underwriter agrees that prior to the time the final Official Statement (as defined in Section 10(b)) relating to the Bonds is available, the Underwriter will send to any potential purchaser of the Bonds, upon the request of such potential purchaser, a copy of the most recent Preliminary Official Statement. Such Preliminary Official Statement shall be sent by first class mail (or other equally prompt means) not later than the first business day following the date

upon which each such request is received. The District does not object to distribution of the final Official Statement in electronic form.

7. **Closing.** At 8:00 a.m., California Time, on November 5, 2014 or at such other time or on such other date as shall have been mutually agreed upon by the District and the Underwriter (such payment and delivery herein called the “Closing,” and the date thereof the “Closing Date”), the District will deliver to the Underwriter, through the facilities of The Depository Trust Company (“DTC”) utilizing DTC’s FAST delivery system, or at such other place as the District and the Underwriter may mutually agree upon, the Bonds in fully registered book-entry form, duly executed and registered in the name of Cede & Co., as nominee of DTC, and at the offices of Garcia, Hernández, Sawhney & Bermudez, LLP, in San Diego, California (“Bond Counsel”), the other documents hereinafter mentioned, and the Underwriter will accept such delivery and pay the purchase price thereof set forth in Section 1 hereof in immediately available funds by check, draft or wire transfer to or upon the order of the District.

8. **Representations, Warranties and Agreements of the District.** The District hereby represents, warrants and agrees with the Underwriter that:

- (a) Due Organization. The District is and will be on the Closing Date a school district duly organized and validly existing under the laws of the State of California, with the power to issue the Bonds pursuant to the Bond Law, to adopt the Bond Resolution and to enter into this Purchase Agreement, and the Continuing Disclosure Certificate (as defined in paragraph (i) below).
- (b) Due Authorization. (i) At or prior to the Closing, the District will have taken all action required to be taken by it to authorize the issuance and delivery of the Bonds; (ii) the District has full legal right, power and authority to enter into this Purchase Agreement and the Continuing Disclosure Certificate, to adopt the Bond Resolution, to perform its obligations under each such document or instrument, and to carry out and effectuate the transactions contemplated by this Purchase Agreement and the Continuing Disclosure Certificate and the Bond Resolution; (iii) the execution and delivery or adoption of, and the performance by the District of the obligations contained in the Bonds, the Bond Resolution, the Continuing Disclosure Certificate, and this Purchase Agreement have been duly authorized and such authorization shall be in full force and effect at the time of the Closing; (iv) this Purchase Agreement and the Continuing Disclosure Certificate constitute valid and legally binding obligations of the District; and (v) the District has duly authorized the consummation by it of all transactions contemplated by this Purchase Agreement.
- (c) Consents. No consent, approval, authorization, order, filing, registration, qualification, election or referendum, of or by any court or governmental agency or public body whatsoever is required in connection with the issuance, delivery or sale of the Bonds or the consummation of the other transactions effected or contemplated herein or hereby. The District gives no representation or warranty with regard to compliance with Blue Sky or similar securities requirements.
- (d) Internal Revenue Code. The District has complied with the Internal Revenue Code of 1986, as amended, with respect to the Bonds, and the

District shall not knowingly take or omit to take any action that, under existing law, may adversely affect the exclusion from gross income for federal income tax purposes, or the exemption from any applicable State tax of the interest on the Bonds.

- (e) No Conflicts. To the best knowledge of the District, the issuance of the Bonds, and the execution, delivery and performance of this Purchase Agreement, the Bond Resolution, the Continuing Disclosure Certificate, and the Bonds, and the compliance with the provisions hereof and thereof, do not conflict with or constitute on the part of the District a violation of or material default under the Constitution of the State of California or any existing law, charter, ordinance, regulation, decree, order or resolution and do not conflict with or result in a violation or breach of, or constitute a material default under, any agreement, indenture, mortgage, lease or other instrument to which the District is a party or by which it is bound or to which it is subject.
- (f) Litigation. As of the time of acceptance hereof no action, suit, proceeding, hearing or investigation is pending or, to the best knowledge of the District, threatened against the District: (i) in any way affecting the existence of the District or in any way challenging the respective powers of the several offices or of the title of the officials of the District to such offices; or (ii) seeking to restrain or enjoin the sale, issuance or delivery of any of the Bonds, the application of the proceeds of the sale of the Bonds, or the collection or the levy of any taxes contemplated by the Bond Resolution and available to pay debt service on the Bonds or in any way contesting or affecting the validity or enforceability of the Bonds, this Purchase Agreement, the Continuing Disclosure Certificate, or the Bond Resolution or contesting the powers of the District or the Bond Resolution or this Purchase Agreement or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement; or (iii) in which a final adverse decision could (a) materially adversely affect the operations of the District or the consummation of the transactions contemplated by this Purchase Agreement or the Bond Resolution, (b) declare this Purchase Agreement to be invalid or unenforceable in whole or in material part, or (c) adversely affect the exclusion of the interest paid on the Bonds from gross income for federal income tax purposes and the exemption of such interest from California personal income taxation.
- (g) No Other Debt. Between the date hereof and the Closing, without the prior written consent of the Underwriter, the District will not have issued any bonds, notes or other obligations for borrowed money except for such borrowings as may be described in or contemplated by the Official Statement.
- (h) Certificates. Except as specifically provided, any certificates signed by any officer of the District and delivered to the Underwriter shall be deemed a representation and warranty by the District to the Underwriter, but not by the person signing the same, as to the statements made therein.

- (i) Continuing Disclosure. The District shall undertake, pursuant to the Bond Resolution, the Continuing Disclosure Certificate with respect to the Bonds in substantially the form attached as Appendix E of the Preliminary Official Statement (the “Continuing Disclosure Certificate”) and Rule 15c2-12, to provide certain annual financial information and notices of the occurrence of certain events described therein. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement. The Preliminary Official Statement describes, and the final Official Statement will describe, any instances in the previous five years in which the District failed to comply in all material respects with its prior undertakings pursuant to Rule 15c2-12.
- (j) Official Statement Accurate and Complete. The Preliminary Official Statement, at the date thereof, did not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. At the date hereof and on the Closing Date, the final Official Statement did not and will not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The District makes no representation or warranty as to the information contained in or omitted from the Preliminary Official Statement or the final Official Statement in reliance upon and in conformity with information furnished in writing to the District by or on behalf of the Underwriter through a representative of the Underwriter specifically for inclusion therein. If the Official Statement is supplemented or amended pursuant to Section 10(c) of this Purchase Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the Closing Date, the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which made, not misleading.
- (k) Financial Information. The financial statements of, and other financial information regarding the District contained in the Official Statement fairly present the financial position of the District as of the dates and for the periods therein set forth, (i) the audited financial statements have been prepared in accordance with generally accepted accounting principles consistently applied, (ii) the unaudited financial statements (if any) have been prepared on a basis substantially consistent with the audited financial statements included in the Official Statement and reflect all adjustments necessary to that affect, and (iii) the other financial information has been determined on a basis substantially consistent with that of the District’s audited financial statements included in the Official Statement.
- (l) No Financial Advisory Relationship. The District has had no financial advisory relationship with the Underwriter with respect to the Bonds, nor with any investment firm controlling, controlled by or under common control with the Underwriter.

- (m) Underwriter Not Fiduciary. Inasmuch as this purchase and sale represents a negotiated transaction, the District understands, and hereby confirms, that the Underwriter is not acting as a fiduciary of the District, but rather is acting solely in its capacity as Underwriter, for its own account.
- (n) Levy of Tax. The District hereby agrees to take any and all actions as may be required by Ventura County (the "County") or otherwise necessary in order to arrange for the levy and collection of taxes and payment of the Bonds. In particular, the District hereby agrees to provide to the Treasurer-Tax Collector for the County a copy of the Bond Resolution, a copy of Appendix A hereto, and the full debt service schedule for the Bonds, in accordance with Education Code Sections 15250 et seq., Government Code Section 53559 and policies and procedures of the County.

9. **Underwriter Representations, Warranties and Agreements.** The Underwriter represents, warrants to and agrees with the District that, as of the date hereof and as of the Closing Date:

- (a) The execution and delivery hereof and the consummation of the transactions contemplated hereby does not and will not violate any of the prohibitions set forth in Rule G-37 promulgated by the MSRB;
- (b) All reports required to be submitted to the MSRB pursuant to Rule G-37 have been or will be submitted to the MSRB; and
- (c) The Underwriter has not paid or agreed to pay, nor will it pay or agree to pay, any entity, company, firm, or person (including, but not limited to the District's financial advisor, or any officer, agent or employee thereof), other than a bona fide officer, agent or employee working for Underwriter, any compensation, fee, gift or other consideration contingent upon or resulting from the award of or entering into this Purchase Agreement.

10. **Covenants of the District.** The District covenants and agrees with the Underwriter that:

- (a) Securities Laws. The District will furnish such information, execute such instruments, and take such other action in cooperation with, and at the expense of, the Underwriter if and as the Underwriter may reasonably request in order to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions, provided, however, that the District shall not be required to consent to service of process in any jurisdiction in which they are not so subject as of the date hereof.
- (b) Official Statement. The District hereby agrees to deliver or cause to be delivered to the Underwriter, not later than the seventh business day following the date this Purchase Agreement is signed, copies of a final Official Statement substantially in the form of the Preliminary Official Statement, with only such changes therein as shall have been accepted by the Underwriter and the District (such Official Statement with such changes,

if any, and including the cover page and all appendices, exhibits, maps, reports and statements included therein or attached thereto being called the "Official Statement") in such reasonable quantities as may be requested by the Underwriter not later than five business days following the date this Purchase Agreement is signed, in order to permit the Underwriter to comply with paragraph (b)(4) of Rule 15c2-12 and with the rules of the MSRB. The District hereby authorizes the Underwriter to use and distribute the Official Statement in connection with the offering and sale of the Bonds.

- (c) Subsequent Events; Amendments to Official Statement. If between the date hereof and the date which is 25 days after the End of the Underwriting Period for the Bonds (determined pursuant to Section 16), an event occurs which would cause the information contained in the final Official Statement, as then supplemented or amended, to contain an untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make such information therein, in the light of the circumstances under which it was presented, not misleading, the District will notify the Underwriter, and, if in the opinion of the District or the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the District will forthwith prepare and furnish to the Underwriter (at the expense of the District) a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to the Underwriter) which will amend or supplement the Official Statement so that they will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to prospective purchasers, not misleading. If such notification shall be given subsequent to the Closing, the District also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement. For the purposes of this subsection, between the date hereof and the date which is 25 days after the End of the Underwriting Period for the Bonds, the District will furnish such information with respect to itself as the Underwriter may from time to time reasonably request;
- (d) Application of Proceeds. The District will apply the proceeds from the sale of the Bonds for the purposes specified in the Bond Resolution and as described in the Official Statement.
- (e) Filings. The District authorizes the Underwriter to file, to the extent required by the applicable rules promulgated by the Securities and Exchange Commission or the MSRB, and the Underwriter agrees to file or cause to be filed, the Official Statement with (i) the MSRB or its designee (including the MSRB's Electronic Municipal Market Access system); or (ii) other repositories approved from time to time by the Securities and Exchange Commission (either in addition to or in lieu of the filing referred to above). If an amended Official Statement is prepared in accordance with Section 10(c) of this Purchase Agreement during the "New Issue Disclosure Period" (as defined herein), and if required by an applicable Securities and

Exchange Commission Rule or MSRB rule, the Underwriter also shall make the required filings of the amended Official Statement. The “New Issue Disclosure Period” is used as defined in MSRB Rule G-32 and shall end on the twenty-fifth day after the Closing Date.

11. **Conditions to Closing.** The Underwriter has entered into this Purchase Agreement in reliance upon the representations and warranties of the District contained herein and the performance by the District, of its obligations hereunder, both as of the date hereof and as of the date of Closing. The Underwriter's obligations under this Purchase Agreement are and shall be subject at the option of the Underwriter, to the following further conditions at the Closing:

- (a) Representations True. The representations and warranties of the District contained herein shall be true, complete and correct in all material respects at the date hereof and at and as of the Closing, as if made at and as of the Closing, and the statements made in all certificates and other documents delivered to the Underwriter at the Closing pursuant hereto shall be true, complete and correct in all material respects on the date of the Closing; and the District shall be in compliance with each of the agreements made by it in this Purchase Agreement.
- (b) Obligations Performed. At the time of the Closing, (i) the Official Statement, this Purchase Agreement, the Continuing Disclosure Certificate and the Bond Resolution shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by us; (ii) all actions under the Bond Law which, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby, shall have been duly taken and shall be in full force and effect; and (iii) the District shall perform or have performed all of its obligations required under or specified in the Bond Resolution, this Purchase Agreement, the Continuing Disclosure Certificate or the Official Statement to be performed at or prior to the Closing.
- (c) Adverse Rulings. No decision, ruling or finding shall have been entered by any court or governmental authority since the date of this Purchase Agreement (and not reversed on appeal or otherwise set aside), or to the best knowledge of the District, pending or threatened which has any of the effects described in Section 8(f) hereof or contesting in any way the completeness or accuracy of the Official Statement.
- (d) Marketability. Between the date hereof and the Closing Date, the market price or marketability or the ability of the Underwriter to enforce contracts for the sale of the Bonds, at the initial offering prices set forth in the Official Statement, shall not have been materially adversely affected by reason of any of the following:
 - (1) legislation enacted or introduced in the Congress or recommended for passage by the President of the United States, or a decision rendered by a court established under Article III of the Constitution of the United States or by the United States Tax Court, with the purpose or effect, directly or indirectly, of causing inclusion in gross income for purposes

of federal income taxation of the interest received by the owners of the Bonds, or an order, ruling, regulation (final, temporary or proposed) or official statement issued or made:

- (i) by or on behalf of the United States Treasury Department or by or on behalf of the Internal Revenue Service, with the purpose or effect, directly or indirectly, of causing inclusion in gross income for purposes of federal income taxation of the interest received by the owners of the Bonds; or
 - (ii) by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter thereof, to the effect that the Bonds, or obligations of the general character of the Bonds, including any and all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended;
- (2) the declaration of war or engagement in major military hostilities by the United States or the occurrence of any other national emergency or calamity relating to the effective operation of the government or the financial community in the United States;
- (3) the declaration of a general banking moratorium by federal, New York or California authorities, or the general suspension of trading on any national securities exchange;
- (4) the imposition by the New York Stock Exchange, other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Bonds, or obligations of the general character of the Bonds, or securities generally, or the material increase of any such restrictions now in force;
- (5) an order, decree or injunction of any court of competent jurisdiction, or order, filing, regulation or official statement by the Securities and Exchange Commission, or any other governmental agency issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws, as amended and then in effect;
- (6) the withdrawal or downgrading or placement on credit watch of any underlying rating of the District's outstanding indebtedness by a national rating agency; or
- (7) any event occurring, or information becoming known which makes untrue in any material adverse respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the

statements made therein, in light of the circumstances under which they were made, not misleading.

- (e) Delivery of Documents. At or prior to the date of the Closing, the Underwriter shall receive two copies of the following documents in each case dated as of the Closing Date and satisfactory in form and substance to the Underwriter:
- (1) Bond Opinion and Reliance Letter. An approving opinion of Bond Counsel, as to the validity and tax-exempt status of the Bonds, dated the date of the Closing, addressed to the District and in substantially the form attached as Appendix D to the Official Statement, and a reliance letter from Bond Counsel, addressed to the Underwriter, to the effect that the Underwriter may rely upon such approving opinion;
 - (2) Supplemental Opinion. A supplemental opinion of Bond Counsel in form and substance satisfactory to the Underwriter, dated the Closing Date and addressed to the District and the Underwriter, to the effect that:
 - (i) the description of the Bonds and the security for the Bonds and statements in the Official Statement on the cover page thereof and under the captions "INTRODUCTION," "THE FINANCING PLAN," "THE SERIES C BONDS" (excluding any and all information contained with respect to the Book-Entry Only System of DTC and _____ (the "Bond Insurer") and the bond insurance policy issued with respect to the Bonds (the "Bond Insurance Policy"), "TAX MATTERS" and "CONTINUING DISCLOSURE" to the extent they purport to summarize certain provisions of the Bond Resolution, the Continuing Disclosure Certificate, and California law or federal law, fairly and accurately summarize the matters purported to be summarized therein;
 - (ii) assuming due authorization, execution and delivery by the parties to this Purchase Agreement other than the District, this Purchase Agreement and the Continuing Disclosure Certificate have been duly authorized, executed and delivered by the respective parties thereto and constitute legal, valid and binding agreements of the District and are enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting generally the enforcement of creditors' rights and except as their enforcement may be subject to the application of equitable principles and the exercise of judicial discretion in appropriate cases if equitable remedies are sought; and
 - (iii) the Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and the Bond Resolution is

exempt from qualification as an indenture pursuant to the Trust Indenture Act of 1939, as amended;

- (3) Disclosure Counsel Letter. A letter of Jones Hall, A Professional Law Corporation, Disclosure Counsel, dated the Closing Date and addressed to the District and the Underwriter, to the effect that, without having undertaken to determine independently the accuracy or completeness of the statements contained in the Preliminary Official Statement and the final Official Statement, but on the basis of their participation in conferences with representatives of the District, the Underwriter and others, and their examination of certain documents, nothing has come to their attention which has led them to believe that the Preliminary Official Statement as of its date, and the final Official Statement as of its date and as of the Closing Date, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except that no opinion or belief need be expressed as to any financial or statistical data, or information concerning DTC and the book-entry only system, or the Bond Insurer and the Bond Insurance Policy) contained in the Preliminary Official Statement or the final Official Statement);
- (4) Certificates of the District. A certificate or certificates signed by an appropriate official of the District to the effect that (i) such official is authorized to execute this Purchase Agreement, (ii) the representations, agreements and warranties of the District herein are true and correct in all material respects as of the date of Closing, (iii) the District has complied with all the terms of the Bond Resolution and this Purchase Agreement to be complied with by the District prior to or concurrently with the Closing and such documents are in full force and effect, (iv) such official has reviewed the Preliminary Official Statement and the final Official Statement and on such basis certifies that the Preliminary Official Statement did not as of its date, and the final Official Statement does not as of its date and as of the Closing Date, contain any untrue statement of a material fact, nor omit to state to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading, (v) the Bonds being delivered on the date of the Closing to the Underwriter under this Purchase Agreement substantially conform to the descriptions thereof contained in the Bond Resolution, and (vi) no further consent is required for inclusions of the audit in the Official Statement;
- (5) Arbitrage. A non-arbitrage certificate of the District in form satisfactory to Bond Counsel;
- (6) Bond Resolution. A certificate, together with fully executed copies of the Bond Resolution, of the Clerk of the District Board of Trustees to the effect that:

- (i) such copies are true and correct copies of the Bond Resolution; and
 - (ii) the Bond Resolution was duly adopted and has not been modified, amended, rescinded or revoked and is in full force and effect on the date of the Closing;
 - (7) Official Statement. Certificates of the appropriate officials of the District evidencing their determinations respecting the Preliminary Official Statement in accordance with the Rule;
 - (8) Continuing Disclosure Certificate. The Continuing Disclosure Certificate, duly executed by the District;
 - (9) Paying Agent Certificate. A written certificate of U.S. Bank Trust National Association, Los Angeles, California, as paying agent (the "Paying Agent"), executed by a duly authorized representative of the Paying Agent, dated the date of the Closing, to the effect that the Paying Agent is validly existing under the laws of the State, and has full power to enter into, accept and perform its duties under the Bond Resolution;
 - (10) Underwriter's Counsel Opinion. An opinion of Nossaman LLP, as counsel to the Underwriter, dated the Closing Date and addressed to the Underwriter, in form and substance acceptable to the Underwriter;
 - (11) Rating. Evidence that the Bonds have been assigned ratings of "___" (insured) and "___" (underlying) by Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business ("S&P"), based on the delivery of the Bond Insurance Policy, and that each such rating has not been withdrawn or downgraded; and
 - (12) Bond Insurer Documents. A copy of the Bond Insurance Policy, together with supporting opinions and certifications as shall be deemed advisable by Bond Counsel and as may be reasonably requested by the Underwriter.
 - (13) Other Documents. Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter may reasonably request to evidence compliance (i) by the District with legal requirements, (ii) the truth and accuracy, as of the time of Closing, of the representations of the District herein contained, (iii) the truth and accuracy, as of the time of Closing, of the Official Statement and (iv) the due performance or satisfaction by the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the District.
- (f) Termination. Notwithstanding anything to the contrary herein contained, if for any reason whatsoever the Bonds shall not have been delivered by the District to the Underwriter prior to the close of business, California Time, on

the Closing Date, then the obligation to purchase Bonds hereunder shall terminate and be of no further force or effect.

If the District shall be unable to satisfy the conditions to the Underwriter's obligations contained in this Purchase Agreement or if the Underwriter's obligations shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement may be canceled by the Underwriter at, or at any time prior to, the time of Closing. Notice of such cancellation shall be given, to the District in writing, or by telephone or telegraph, confirmed in writing. Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the District hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriter may be waived by the Underwriter in writing at its sole discretion.

12. Conditions to Obligations of the District. The performance by the District of its obligations is conditioned upon (i) the performance by the Underwriter of its obligations hereunder; and (ii) receipt by the District and the Underwriter of the opinion and certificates being delivered at the Closing by persons and entities other than the District.

13. Costs and Expenses. The District shall pay any expenses incident to the issuance of the Bonds, including but not limited to the following: (i) the fees and disbursements of the District's financial advisor; (ii) the fees and disbursements of Bond Counsel, Disclosure Counsel and Underwriter's counsel; (iii) the cost of the preparation, printing and delivery of the Bonds; (iv) the fees, if any, for Bond ratings, including all necessary travel expenses; (v) the cost of the printing and distribution of the Preliminary Official Statement and the Official Statement; (vi) the initial fees of the Paying Agent; (vii) Bond Insurance Policy premium, and (viii) all other fees and expenses incident to the issuance and sale of the Bonds. Such expenses shall be paid from the proceeds of the Bonds or any other lawfully available funds.

Except as provided above, all out-of-pocket expenses of the Underwriter, including but not limited to California Debt and Investment Advisory Commission fees, travel and costs, shall be paid by the Underwriter.

14. Notices. Any notice or other communication to be given under this Purchase Agreement (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing if to the District, to the Superintendent (or Superintendent's designee), at the address set forth on page 1 hereof, or if to the Underwriter as follows:

Stifel, Nicolaus & Company, Incorporated
515 S. Figueroa Street, Suite 1800
Los Angeles, CA 90071
Attn: John R. Baracy, Managing Director

15. Parties in Interest; Survival of Representations and Warranties. This Purchase Agreement when accepted by the District in writing as heretofore specified shall constitute the entire agreement among the District and the Underwriter. This Purchase Agreement is made solely for the benefit of the District and the Underwriter (including the successors or assigns of the Underwriter). No person shall acquire or have any rights hereunder or by virtue hereof. All the representations, warranties and agreements of the District in this Purchase Agreement shall survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of and payment by the Underwriter for the Bonds hereunder, and (c) any termination of this Purchase Agreement.

16. **Determination of End of the Underwriting Period.** For purposes of this Purchase Agreement, the “end of the underwriting period” for the Bonds is used as defined in Rule 15c2-12 and shall occur on the later of (a) the day of the Closing, or (b) when the Underwriter no longer retains an unsold balance of the Bonds. Unless otherwise advised in writing by the Underwriter on or prior to the Closing Date, or otherwise agreed to by the District, the District may assume that the “end of the underwriting period” is the Closing Date.

17. **Severability.** In the event any provision of this Purchase Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

18. **Non-assignment.** Notwithstanding anything stated to the contrary herein, neither party hereto may assign or transfer its interest herein, or delegate or transfer any of its obligations hereunder, without the prior written consent of the other party hereto.

19. **Entire Agreement.** This Purchase Agreement, when executed by the parties hereto, shall constitute the entire agreement of the parties hereto (including their permitted successors and assigns, respectively).

20. **Execution in Counterparts.** This Purchase Agreement may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute but one and the same document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

21. **Applicable Law.** This Purchase Agreement shall be interpreted, governed and enforced in accordance with the law of the State of California applicable to contracts made and performed in the State of California.

Very truly yours,

**STIFEL, NICOLAUS & COMPANY,
INCORPORATED**

By: _____
Managing Director

The foregoing is hereby agreed to and accepted as of the date first above written:

OXNARD SCHOOL DISTRICT

By: _____
Lisa Cline, Director of Budget and Finance

Time of Execution: _____ p.m.

APPENDIX A

Maturity Schedule

\$ _____
OXNARD SCHOOL DISTRICT
(Ventura County, California)
General Obligation Bonds, Election of 2012, Series C

<u>Maturity Date (August 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>
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Redemption Provisions

Optional Redemption. The Series C Bonds maturing on or before August 1, 2024 are not subject to redemption prior to their respective maturity dates. The Series C Bonds maturing on or after August 1, 2025, are subject to redemption prior to their respective maturity dates, from moneys provided at the option of the District, in each case on any date on and after August 1, 2024, at a redemption price equal to the principal amount of the Series C Bonds to be redeemed, plus accrued interest to the date of redemption, without premium.

If the Series C Bonds shall be subject to optional redemption and less than all of the Series C Bonds are called for such redemption, such bonds shall be redeemed in inverse order of maturity (or as otherwise directed by the District) and if less than all of the Series C Bonds of any given maturity are called for redemption, the portions of such bonds of a given maturity to be redeemed shall be determined by lot.

Mandatory Sinking Fund Redemption. The Series C Bonds maturing on August 1, 20__ (the "Term Bonds"), are subject to mandatory sinking fund redemption on August 1 of each year in accordance with the respective schedules set forth below at a redemption price equal to 100% of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption. The Term Bonds so called for mandatory sinking fund redemption shall be redeemed in the sinking fund payments amounts and on the dates set forth below, without premium.

Term Bonds Maturing August 1, 20__

Redemption Date (August 1)	Sinking Fund Redemption
---------------------------------------	------------------------------------

The principal amount of each mandatory sinking fund payment of any maturity will be reduced proportionately by the amount of Series C Bonds, if any, of that maturity which have been optionally redeemed prior to the mandatory sinking fund payment date.

BOARD AGENDA ITEM

Name of Contributor: Jorge Gutierrez

Date of Meeting: 10/15/14

STUDY SESSION _____
CLOSED SESSION _____
SECTION B: HEARINGS _____
SECTION C: CONSENT _____
SECTION D: ACTION **X**
SECTION E: REPORTS/DISCUSSION _____
SECTION F: BOARD POLICIES 1st Reading _____ 2nd Reading _____

Approval of Notice of Completion, Ritche/Sierra Linda Remodel Pre-School Project, Bid #13-01 (Gutierrez)

The contractor, Ardalan Construction Company Inc., has completed the work of Bid #13-01 to perform the work for Ritche/Sierra Linda Remodel Pre-School Project, as of September 19, 2014. It is recommended that the Board of Trustees approve the Notice of Completion for this project, which will be filed by the District with the County Recorder's Office.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Executive Director of Facilities Planning, Engineering & Operations that the Board of Trustees approve the Notice of Completion and filing of such notice with the County Recorder's Office, for Bid #13-01, Ritche/Sierra Linda Remodel Pre-School Project with Ardalan Construction Company Inc.

ADDITIONAL MATERIALS:

Attached: Notice of Completion (1 Page)

Return Recorded Notice of Completion to:

Lisa A. Franz
Oxnard School District
1051 South "A" Street
Oxnard, CA 93030

NO FEE PER GOVT CODE 27383

NOTICE OF COMPLETION

Notice is hereby given that the Oxnard School District, a school district in Ventura County, is the owner in fee of the following described real property, to-wit:

Description: Ritchen School, 2200 Cabrillo Way, Oxnard, CA 93030 and Sierra Linda School, 2201 Jasmine Street, Oxnard, CA 93036, for Bid #13-01, and Agreement #14-33 Ritchen/Sierra Linda Remodel Pre-School Project.

That on or about the 25th day of June 2014 the said Oxnard School District of Ventura County entered into a contract with Ardalan Construction Company Inc. for the work of site improvement located at Driffill Elementary School that certain real property hereinbefore described; that said building(s) and improvements were substantially completed on the 19th day of September 2014; that the address of said Oxnard School District is 1051 South A Street, City of Oxnard, Ventura County, California 93030.

Oxnard School District

By _____
Secretary of its Board of Trustees

STATE OF CALIFORNIA)
COUNTY OF VENTURA)

Cesar Morales, being first duly sworn deposes and says: that he is Secretary and Clerk of the Board of Trustees of the Oxnard School District, a school district of Ventura County, California; that he therefore verifies the forgoing Notice of Completion on behalf of said Oxnard School District; that the Oxnard School District, of Ventura County, California, is owner of the property described in the forgoing notice; that he has read the forgoing notice and knows the contents thereof; that he has personal knowledge of the facts therein stated; that the same are true.

Subscribed and sworn to (**or affirmed**) before me on this _____ day of _____, 2014, by _____, **proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.**

BOARD AGENDA ITEM

Name of Contributor: Jorge Gutierrez

Date of Meeting: 10/15/14

STUDY SESSION _____

CLOSED SESSION _____

SECTION B: HEARINGS _____

SECTION C: CONSENT _____

SECTION D: ACTION **X**

SECTION E: REPORTS/DISCUSSION _____

SECTION F: BOARD POLICIES

1st Reading _____

2nd Reading _____

Approval of Notice of Completion, Flooring Project – Various Sites, Bid #13-03 (Gutierrez)

The contractor, Reliable Floor Covering Inc., has completed the work of Bid #13-03 to perform the work for Flooring Project – Various Sites, as of September 19, 2014. It is recommended that the Board of Trustees approve the Notice of Completion for this project, which will be filed by the District with the County Recorder's Office.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Executive Director of Facilities Planning, Engineering & Operations that the Board of Trustees approve the Notice of Completion and filing of such notice with the County Recorder's Office, for Bid #13-03, Flooring Project – Various Sites with Reliable Floor Covering Inc.

ADDITIONAL MATERIALS:

Attached: Notice of Completion (2 Pages)

Return Recorded Notice of Completion to:

Lisa A. Franz
Oxnard School District
1051 South "A" Street
Oxnard, CA 93030

NO FEE PER GOVT CODE 27383

NOTICE OF COMPLETION

Notice is hereby given that the Oxnard School District, a school district in Ventura County, is the owner in fee of the following described real property, to-wit:

Description: Chavez School, 301 N. Marquita Street, Oxnard, CA 93030
Curren School, 1101 North F Street, Oxnard, CA 93030
Driffill School, 910 South E Street, Oxnard, CA 93030,
Frank Middle School, 701 N. Juanita Avenue, Oxnard, CA 93030
Harrington School, 2501 Gisler Avenue, Oxnard, CA 93033
Haydock Middle School, 647 West Hill Street, Oxnard, CA 93033
Kamala School, 634 West Kamala Street, Oxnard, CA 93033
Marina West School, 2501 Carob Street, Oxnard, CA 93035
Ramona School, 804 Cooper Road, Oxnard, CA 93030
Rose Avenue School, 220 S. Driskill Street, Oxnard, CA 93030
Sierra Linda School, 2201 Jasmine Street, Oxnard, CA 93036

for Bid #13-03, and Agreement #14-32 Flooring Project – Various Sites.

That on or about the 25th day of June 2014 the said Oxnard School District of Ventura County entered into a contract with Reliable Floor Covering Inc. for the work of site improvement located at various sites (**see list above**) that certain real property hereinbefore described; that said building(s) and improvements were substantially completed on the 19th day of September 2014; that the address of said Oxnard School District is 1051 South A Street, City of Oxnard, Ventura County, California 93030.

Oxnard School District

By _____
Secretary of its Board of Trustees

STATE OF CALIFORNIA)
COUNTY OF VENTURA)

Cesar Morales, being first duly sworn deposes and says: that he is Secretary and Clerk of the Board of Trustees of the Oxnard School District, a school district of Ventura County, California; that he therefore verifies the forgoing Notice of Completion on behalf of said Oxnard School District; that the Oxnard School District, of Ventura County, California, is owner of the property described in the forgoing notice; that he has read the forgoing notice and knows the contents thereof; that he has personal knowledge of the facts therein stated; that the same are true.

Subscribed and sworn to (**or affirmed**) before me on this _____ day of _____, 2014, by
_____, **proved to me on the basis of satisfactory evidence to be the**
person(s) who appeared before me.

BOARD AGENDA ITEM

Name of Contributor(s): Dr. Cesar Morales Date of Meeting: October 15, 2014

Closed Session: _____

- A. Preliminary _____
- B. Hearing: _____
- C. Consent Agenda _____
- D. Action Items X
- E. Reports/Discussion Items (no action) _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

Consideration of Restoration of Director of English Learner Services as Executive Director of English Learner Services

EXECUTIVE SUMMARY:

The District is committed to improving the robust programs offered to English Learners districtwide. Over 54.4 percent of the District’s students are English Learners. This year the District has significantly expanded English language services including expanding the Dual Language Immersion (DLI) program to seven schools in the District. In addition, the District has embarked on an evaluation of the District’s English Learner Master Plan and program through a partnership with the Center for Equity for English Learners of Loyola Marymount University. In past years, the EL Department director has been designated a cabinet-level position as the Executive Director of English Learner Services. In light of the expanded services and changes in this program area, the District seeks to restore the Director of EL Services position to Executive Director.

RECOMMENDATION:

It is recommended that the Board approve the restoration of the Director of English Learner Services position to Executive Director, English Learner Services.

FISCAL IMPACT:

- Cost: \$4,852 from the General Fund

ADDITIONAL MATERIAL(S):

- None



OXNARD SCHOOL DISTRICT

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

SCHEDULE OF BOARD MEETINGS JANUARY – DECEMBER 2014

(UNLESS OTHERWISE INDICATED, ALL MEETINGS ARE HELD ON THE FIRST AND THIRD **WEDNESDAY** OF EACH MONTH IN THE BOARD ROOM AT THE DISTRICT OFFICE, 1051 SOUTH ‘A’ STREET, STARTING AT 7:00 PM)

January	15	Regular Board Meeting (Note: only ONE meeting in January)
February	5	Regular Board Meeting
	19	Regular Board Meeting
March	5	Regular Board Meeting
	19	Regular Board Meeting
April	16	Regular Board Meeting (Note: only ONE meeting in April)
May	7	Regular Board Meeting
	21	Regular Board Meeting
June	4	Regular Board Meeting
	25	Regular Board Meeting
July	23	Regular Board Meeting (Note: only ONE meeting in July)
August	20	Regular Board Meeting (Note: only ONE meeting in August)
September	3	Regular Board Meeting
	17	Regular Board Meeting
October	1	Regular Board Meeting
	15	Regular Board Meeting
November	12	Regular Board Meeting (Note: only ONE meeting in November)
December	10	Regular Board Meeting – Organizational Meeting of the Board (Note: only ONE meeting in December)

The meeting schedule shown above is subject to change at any time.

NOTE: Changes are indicated in italics/bold.

Board Approved: 12-11-13

Mission: “Ensure a culturally diverse education for each student in a safe, healthy and supportive environment that promotes self-discipline, motivation and excellence in learning.”

INFORMATION CONCERNING BOARD POLICY AND PROCEDURES FOR COMMUNICATIONS WITH THE BOARD

We, the members of the Board of Trustees, welcome visitors at our meetings and appreciate constructive suggestions and comments concerning the programs and services of the Oxnard School District.

The Board has a scheduled order of business to follow. The agenda, which is usually lengthy, has been studied by the members of the Board.

In arriving at decisions, Board members are guided by a desire to provide an educational program that will meet the needs of all children and youth of the District, and a desire to provide for effective operational and personnel functions which support the educational program.

Board members are elected at large, and each member represents all of the people in the community. All actions of the Board are taken in open meeting, and it is the desire of the Board to avoid making decisions that will be detrimental to the best interests of the District, even when such decisions might please individuals or a small group.

Members of the Board of Trustees are locally elected state officials and serve for four-year terms of office. They are responsible for conducting the school system in accordance with requirements of:

The **Constitution** of the State of California.

The **Education Code and Government Code**, which consist of laws adopted by the California State Legislature.

The **Administrative Code, Title 5, Education**, which consists of rules adopted by the State Board of Education.

Rules and Regulations adopted by the Board of Trustees of this school district.

School Boards and individual Board members follow a code of ethics which has been adopted by the California School Board Association.

Board Meetings are video-taped and televised.

PROCEDURES FOR COMMUNICATING WITH THE BOARD

Communication with the Board of Trustees as a unit may be either in writing, by personal appearance at a meeting of the Board or by verbal communications through the District Superintendent.

A. **Written Communication.** Written communication addressed to the Board of Trustees should reach the office of the District Superintendent not later than the Monday prior to the meeting at which the matter concerned is to be discussed, in order that the subject of the communication may be placed on the agenda. When a holiday observed by the District falls on a Monday, the deadline shall be the Friday immediately preceding.

B. **Oral Presentation by Members of the Public to the Board and Requests by the Public to Place a Matter Directly Related to District Business on a Board Agenda.** When an individual or group expects to communicate with the Board of Trustees by means of personal appearance at a meeting of the Board or requests that a matter relating to district business be added to the Board's agenda, the District Superintendent should be notified no later than the Wednesday before the Board meeting at which the matter concerned is to be discussed by the Board and those submitting the request. When a holiday observed by the District falls on a Wednesday, the deadline shall be the Tuesday immediately preceding.

1. When this procedure is followed, at the time of the meeting,

the secretary to the Board shall secure the names of those wishing to be heard.

2. When an individual or group makes a personal appearance at a Board meeting without previously having arranged for the matter to be placed on the agenda, the secretary shall be notified before the Board convenes. Discussion may be limited at the discretion of the chairman.

3. It is desirable that when a statement presented to the Board is extensive or is formally requesting consideration of specific items, the statement should be written and a copy filed with the Board of Trustees.

4. The Board may receive comments or testimony at regularly scheduled meetings on matters not on the agenda which any member of the public may wish to bring before the Board, provided that no action is taken by the Board on such matters at the same meeting at which such testimony is taken.

5. In the event that any meeting is willfully interrupted by a group or groups of persons so as to render the orderly conduct of such meeting unfeasible and order cannot be restored by the removal of individuals who are wilfully interrupting the meeting, the members of the Board of Trustees conducting the meeting may order the meeting room cleared and continue in session. Only matters appearing on the agenda may be considered in such a session. Duly accredited representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this section.

6. **Personal Appearance by Members of the Public.** The rules for oral presentations by the public which are not published in an agenda are:

a. Individual presentations are limited to three minutes at a time.

b. Each person speaking to the Board must give his name and city.

c. All remarks will be directed to the chairman.

d. The chairman is in charge of the meeting and will maintain order, set time limits for a total discussion, and will have the prerogative to set time limits for a total discussion, and will have the prerogative to set time limits for individual presentations.

7. **Agenda Items Requested by the Public.** The Board may discuss and take action on any agenda item properly submitted by a member of the public and published in an agenda. The chairman reserves the right to limit discussion and/or defer further deliberation on an agenda topic to a decision or appropriate action.

C. **Referral for Further Study.** Matters involving legal procedure will be referred to the Superintendent for study or further referral.

D. **Procedures for Complaints from Non-Employees to the Board of Trustees.** The Board's policy (Complaints Concerning School Personnel, 5045 BP) and the related forms for filling a complaint are available from the Superintendent's Office. It is recommended that a charge or complaint be directed to the person, school, or department most immediately involved with the problem. All efforts shall be made to reach a satisfactory conclusion on this level.

However, anyone may present to the Board of Trustees a charge or complaint against an identifiable employee or against a specific school or office in a public Board meeting where the basis for the charge or complaint arises out of the personal actions or omission of an identifiable employee.

The presentation of such charge or complaint shall be subject to the following procedures:

1. Any such charge or complaint shall be made in writing and shall be affirmed by the person or persons submitting it. The secretary to the Board will advise, if requested, as to the methods of affirming the truth of the charge or complaint.

2. No such charge or complaint may be orally presented in a meeting of the Board of Trustees or of any of its special committees except as in No. 3 below.

3. The signed, written statement of the charge or complaint shall be submitted to the secretary to the Board of Trustees, or to an appropriate committee as determined by the Board of Trustees in a closed session. The Board of Trustees, if it deems advisable, may allow the person affirming the truth of the statement to appear before the Board of Trustees, or its appropriate committee, in a closed session and to present orally the charge or complaint.

4. The Board of Trustees, or its appropriate committee, will review and, if necessary, investigate the charge or complaint, and will respond in writing to the person who has submitted the written statement.

5. In the event this procedure is not known or followed, the president of the Board of Trustees shall terminate the right of the speaker at the point the charge or use of the staff member's name is brought into the speaker's presentation in a public Board meeting, or at the first indication that the speaker intends to speak against a staff member in such a meeting. The speaker shall immediately be told the reason for terminating his right to speak, and shall be informed of the proper steps to follow in registering his complaint.

6. In the event that an individual registers a charge or complaint with a member of the Board of Trustees in person or by telephone, that Board member should refer the matter to the Superintendent for investigation. When anyone registers a charge or complaint with the Superintendent, he shall investigate that charge or complaint, and then shall report his findings to the complainant and/or Board member.

The Board of Trustees desires to support its staff against any or all charges, be they direct or indirect, made in public meeting of the Board before preliminary investigations have been made. According to the Ralph M. Brown Act, **Government Code** 54950-54960, it is stated that "Nothing contained in this chapter shall be construed to prevent the legislative body of a local agency from holding closed sessions during a regular or special meeting to consider the appointment, Employment, or dismissal of a public officer or employee or to hear complaints or charges brought against such officer or employee by another public officer, person or employee unless such officer or employee requests a public hearing. The legislative body also may exclude from any such public or private meeting, during the examination of a witness, any or all other witnesses, in the matter being investigated by the legislative body..."

The Board of Trustees realizes its function as a public agency and this policy and/or implementing rules are in no way intended to restrict the right of the public to be heard. This policy and its rules have been adopted to guarantee an orderly process wherein all parties are dealt with fairly and in accordance with due process.

Authority:

California Education Code

- 35145 —Public Meetings
- 35145.5—Agendas; Public Participation; Regulations
- 35146 —Closed Session

California Government Code

- 3543.2 —Scope of Representation
- 3549.1 —Proceedings Exempt from Public Meeting Provisions
- 11125.1 —Availability of Agendas, Documents Prior to Meeting; Closed Session Report of Action With Public Employee
- 11126 —Closed Session; Disciplinary Action; Notice of Public Hearing, Exclusion of Witnesses
- 11126.3 —Reasons for Closed Sessions
- 11128 —Time of Closed Session
- 54957 —Closed Session; "Employee" Defined: Exclusion of Witnesses
- 54957.1 —Subsequent Public Report and Roll Call Vote, Employee Matters in Closed Session
- 54957.2 —Closed Sessions; Clerk; Minute Book
- 54957.6 —Closed Session; Representative with Employee Organization
- 54957.7 —Reason for Closed Session

Oxnard School District

Board Bylaws Adopted: October 25, 1978

Revised April 22, 1981; April 30, 1984