

# OXNARD SCHOOL DISTRICT

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



## **BOARD OF TRUSTEES**

**Mrs. Veronica Robles-Solis**, President  
**Mr. Albert "Al" Duff Sr.**, Clerk  
**Mrs. Debra M. Cordes**, Member  
**Mr. Ernest "Mo" Morrison**, Member  
**Mr. Denis O'Leary**, Member

## **ADMINISTRATION**

**Dr. Cesar Morales**  
Superintendent  
**Dr. Jesus Vaca**  
Assistant Superintendent,  
Human Resources & Support Services

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Assistant Superintendent,  
Educational Services  
**Ms. Lisa Cline**  
Assistant Superintendent,  
Business & Fiscal Services

## **AGENDA #18 REGULAR BOARD MEETING**

**Wednesday, June 24, 2015**

**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](http://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***

Ms. Brasilia Perez, Principal of Chavez School, will introduce Jennifer Marcial, 5<sup>th</sup> grader in Ms. Heather Hatchman’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 Rosangela Cortes Duran, 5<sup>th</sup> grader in Ms. Heather Hatchman’s class in English; and Jazmin Ramirez, 5<sup>th</sup> grader in Ms. Christine Morimune’s class in Spanish.

***A.4 Presentation by Chavez Staff***

Ms. Brasilia Perez will provide a short presentation to the Board regarding Chavez School. Following the presentation President Robles-Solis 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:**

**O’Leary \_\_, Morrison \_\_, Cordes \_\_, Duff \_\_, Robles-Solis \_\_**

***A.6 Study Session – Semi-Annual Facilities Implementation Program Update  
(Dr. Morales/CFW, Inc.)***

The Board of Trustees will receive a presentation on the Semi-Annual Facilities Implementation Program.

***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 and Support Services. Public Comment shall be limited to fifteen (15) minutes per subject with a maximum of three (3) minutes per speaker.

***A.8 Closed Session***

1. Pursuant to Section 54956.9 of *Government Code*:
  - Conference with Legal Counsel – Anticipated Litigation: 2 cases
  - Conference with Legal Counsel – Existing Litigation: 1 case
  
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)**

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

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:
    - Principal
    - Assistant Principal(s)

**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 Recognition of Retired Employees (Dr. Morales)**

The Board of Trustees & Personnel Commissioners will honor the following Retired Certificated and Classified Employees by presenting the “Retiree Bell” following a special retiree presentation.

- Comments by Superintendent and Board of Trustees
- Comments by Personnel Commissioners
- Presentation of Bells to Retirees
- Retirees will be invited to ring their bells
- The Retirees will be invited to participate in taking a group picture with the Board of Trustees and Personnel Commissioners
- President Robles-Solis will invite the audience to congratulate the Retired Employees

<u>Name of Retiree</u>	<u>Title</u>
<i>Andrea Blecher</i>	<i>Speech Therapist</i>
<i>Ellen Bougher-Harvey</i>	<i>Teacher</i>
<i>Bruce Brackrog</i>	<i>Custodian</i>
<i>Joanne Burch</i>	<i>Teacher</i>
<i>Nesta Campbell</i>	<i>Program Coordinator</i>
<i>Eleanor Crilly</i>	<i>Teacher</i>
<i>Richard De La Cruz</i>	<i>Teacher</i>
<i>Deborah H. Garcia</i>	<i>Teacher</i>
<i>Patti Gonzalez</i>	<i>Speech Therapist</i>
<i>Tracy Haddenham</i>	<i>Site Technology Technician</i>

<u>Name of Retiree</u>	<u>Title</u>
<i>Deborah Hansen</i>	<i>Custodian</i>
<i>Kathleen Lee</i>	<i>Speech Therapist</i>
<i>Alfred S. Macias</i>	<i>Teacher</i>
<i>Elia Orosco</i>	<i>Teacher</i>
<i>Elizabeth Ann Phillips</i>	<i>Teacher</i>
<i>Marikaye Phipps</i>	<i>Director, Pupil Services</i>
<i>Jon Portera</i>	<i>Teacher</i>
<i>Kathy Russell</i>	<i>Teacher</i>
<i>Rosario Veloz</i>	<i>Paraeducator II</i>
<i>Richard Yonovitz</i>	<i>Teacher</i>

**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.12 Recess and Reception***

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The Board of Trustees will recess to participate in congratulating the Retired Employees.

***A.13 Introduction of New Administrator(s) (Dr. Morales)***

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Administration will introduce the following new administrator(s) to the Oxnard School District and/or employees to new positions to the Board of Trustees:

- Mr. Michael Chris Ridge, Director of Pupil Services
- Ms. Valerie Minott-Mitchell, Chief Information Officer
- Mr. Anthony Briscoe, Manager, Transportation

**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)

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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)

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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.

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## 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:

O'Leary \_\_, Morrison \_\_, Cordes \_\_, Duff \_\_, Robles-Solis \_\_

### C.1 Agreements

It is recommended that the Board approve the following agreements:	Dept/School
<ul style="list-style-type: none"> <li>▪ Amendment #2 to Agreement #13-01 with Ventura County Children and Families First Commission (VCCFFC), to extend the current contract through fiscal year 2015-2016, to provide services for the Oxnard Neighborhood for Learning (NFL); amount not to exceed \$1,467,855.00, contract amount received from VCCFFC to operate First 5/Oxnard Neighborhood for Learning Program;</li> </ul>	Dr. Morales/ Thomas
<ul style="list-style-type: none"> <li>▪ #15-11 with City Impact, to provide mental health services as requested by the parent/guardian to clients attending particular schools for the 2015-2016 school year; at no cost to the District;</li> </ul>	Dr. Morales/ Phipps
<ul style="list-style-type: none"> <li>▪ #15-12 with Assistance League of Ventura County, Operation School Bell Program which provides new school clothing and supplies to elementary school aged children; at no cost to the District;</li> </ul>	Dr. Morales/ Phipps
<ul style="list-style-type: none"> <li>▪ #15-13 with Vision to Learn, to provide a basic vision examination and prescription eye glasses with fitting for referred students; at no cost to the District;</li> </ul>	Dr. Morales/ Phipps
<ul style="list-style-type: none"> <li>▪ #15-14 with FOOD Share Inc., to provide information about the CalFresh program for the 2015-2016 fiscal year; at no cost to the District;</li> </ul>	Dr. Morales/ Phipps
<ul style="list-style-type: none"> <li>▪ #15-15 with Lifesigns Inc., to provide communication services for deaf, hard of hearing, or deaf-blind persons as needed for parent conferences and meetings for the 2015-2016 school year; amount not to exceed \$5,000.00, to be paid with Title I Funds;</li> </ul>	Dr. Morales/ Thomas
<ul style="list-style-type: none"> <li>▪ #15-16 with American Language Services, to provide translation/interpreting services for parents who speak a language other than English or Spanish for parent conferences and meetings for the 2015-2016 school year; amount not to exceed \$5,000.00, to be paid with Title I Funds;</li> </ul>	Dr. Morales/ Thomas
<ul style="list-style-type: none"> <li>▪ #15-17 with enVision Consulting Group, to assist with the preparation of the Oxnard School District Annual Parent Handbook for 2015-2016 as required by California Education Code 48980; amount not to exceed \$2,750.00, to be paid with General Fund;</li> </ul>	Dr. Morales/ Thomas
<ul style="list-style-type: none"> <li>▪ #15-18 with Camarillo Hospice, to provide grief support group sessions for individuals and families within the Oxnard School District who are facing life-limiting illness and/or grieving the loss of a loved one; at no cost to the District;</li> </ul>	Dr. Morales/ Phipps
<ul style="list-style-type: none"> <li>▪ #15-19 with The Coalition for Family Harmony, to provide education groups on dating violence prevention to identified students at the middle schools for the 2015-2016 school year; at no cost to the District;</li> </ul>	Dr. Morales/ Phipps

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**Section C**  
**CONSENT AGENDA**  
(continued)

***C.1 Agreements (continued)***

It is recommended that the Board approve the following agreements:	Dept/School
<ul style="list-style-type: none"> <li>▪ #15-20 with Ventura County Office of Education, to provide Hearing Conservation &amp; Audiology Services to students in the Oxnard School District for the 2015-2016 school year; amount not to exceed \$74,900.00, to be paid with General Fund;</li> </ul>	Dr. Morales/ Phipps
<ul style="list-style-type: none"> <li>▪ #15-21 with CSBA's Practi-Cal Inc., to provide technical support for the collection and submission of direct service Medi-Cal billing; amount not to exceed \$100,000.00, to be paid with LEA Medi-Cal Funds;</li> </ul>	Dr. Morales/ Phipps
<ul style="list-style-type: none"> <li>▪ #15-23 with Schools on Wheels Inc., to provide one on one tutoring to identified homeless students in grades K-8 at designated schools, August 19, 2015 through June 30, 2016; at no cost to the District;</li> </ul>	Dr. Morales/ Thomas
<ul style="list-style-type: none"> <li>▪ #15-24 with AVID Center, to provide AVID program at each middle school (Frank, Fremont, and Haydock) as well as each K-8 School (Chavez, Curren, Driffill, Kamala, Lemonwood, and Soria), July 1, 2015 through June 30, 2016; amount not to exceed \$52,669.00, to be paid with Title I Funds;</li> </ul>	Dr. Morales/ Thomas
<ul style="list-style-type: none"> <li>▪ #15-25 with G and D Associates, to provide services to the three middle schools and Project Director, MSAP, in the areas of developing effective marketing strategies, promotion and recruitment; amount not to exceed \$30,000.00, to be paid with MSAP Grant Funds;</li> </ul>	Dr. Morales/ West
<ul style="list-style-type: none"> <li>▪ #15-26 with Safe &amp; Civil Schools, to provide consultant services for CHAMPS Classroom Management Training for Science Teachers during the 2015-2016 school year; amount not to exceed \$6,000.00, to be paid with MSAP Grant Funds;</li> </ul>	Dr. Morales/ West
<ul style="list-style-type: none"> <li>▪ #15-28 with the Ventura County Office of Education for the purpose of supplying breakfast and lunches for their program at Dwire School for the 2015-2016 fiscal year; no fiscal impact, revenue generated by the reimbursement from the National School Breakfast and Lunch Program covers the cost of operating;</li> </ul>	Cline/ Picola
<ul style="list-style-type: none"> <li>▪ #15-29 with Ventura County Office of Education for the purpose of supplying breakfast and lunches for their program at Foster School for 2015-2016 fiscal year; no fiscal impact, revenue generated by the reimbursement from the National School Breakfast and Lunch Program covers the cost of operating;</li> </ul>	Cline/ Picola
<ul style="list-style-type: none"> <li>▪ #15-30 with Oxnard Performing Arts &amp; Convention Center for use of facilities on Monday, August 17, 2015, OSD SIP Day Orientation; amount not to exceed \$1,351.00, to be paid with Unrestricted General Fund;</li> </ul>	Dr. Morales
<ul style="list-style-type: none"> <li>▪ #15-31 with City of Oxnard Recreation and Community Services, to provide the After School Program for the Oxnard School District that meets the requirements of the After School Education and Safety Grant, for the 2015-2016 school year; amount not to exceed \$2,000,000.00 plus reimbursement for ASES Funded supplemental grant activities to be paid from After School Education and Safety (ASES) Grant;</li> </ul>	Dr. Morales/ Thomas
<ul style="list-style-type: none"> <li>▪ #15-32 with Ventura County Office of Education for the use of facilities at Ritchen School for the 2015-2016 fiscal year; \$8,000.00 annually paid to the Oxnard School District;</li> </ul>	Cline/ Franz

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## Section C CONSENT AGENDA

(continued)

### ***C.1 Agreements (continued)***

<p>It is recommended that the Board approve the following agreements:</p> <ul style="list-style-type: none"> <li>▪ #15-33 with Ventura County Office of Education, Migrant Education Program, Region 17, to provide services to the Migrant Student by hosting Saturday School and Intervention programs after school hours for the 2015-2016 school year; amount not to exceed \$42,600.00, to be reimbursed to the Oxnard School District from Ventura County Office of Education.</li> </ul>	<p style="text-align: right;">Dept/School Dr. Morales/ Arellano</p>
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### ***C.2 Request for Approval of Renewal Agreement #15-27 with Zixta Enterprises, Inc., DBA Vallarta Supermarkets***

<p>It is the recommendation of the Assistant Superintendent, Business &amp; Fiscal Services that the Board of Trustees approve Renewal Agreement #15-27 with Zixta Enterprises, Inc., DBA Vallarta Supermarkets for the use of the Educational Service Center (ESC) front parking lot for the period of July 1, 2015 through June 30, 2016; at a cost to Vallarta of \$30,000.00.</p>	<p style="text-align: right;">Dept/School Cline</p>
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### ***C.3 Approval of Contract Renewal for Agreement #98-82 Pupil Transportation Services And Agreement #98-83 Lease of Transportation Facilities for the 2015-2016 School Year with Durham School Services***

<p>It is the recommendation of the Assistant Superintendent, Business &amp; Fiscal Services and the Transportation Manager, that the Board of Trustees approve the renewal of Agreement #98-82 for Pupil Transportation Services and Agreement #98-83 for the Lease of Transportation Facilities with Durham School Services for the fiscal year 2015-2016; amount not to exceed \$2,100,000.00, to be paid with General Fund.</p>	<p style="text-align: right;">Dept/School Cline/ Briscoe</p>
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### ***C.4 Request for Approval of 2015-2016 Education Protection Account (EPA) Spending Plan***

<p>It is the recommendation of the Assistant Superintendent, Business &amp; Fiscal Services, and the Director of Finance that the Board of Trustees approve the 2015-2016 Education Protection Account Spending Plan.</p>	<p style="text-align: right;">Dept/School Cline/ Penanhoat</p>
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### ***C.5 Selection of Vendors for Child Nutrition Program***

<p>It is the recommendation of the Assistant Superintendent, Business &amp; Fiscal Services, and the Director of Child Nutrition Services, that the Board of Trustees approve the selection of vendors for the Child Nutrition Program for the 2015-2016 school year.</p>	<p style="text-align: right;">Dept/School Cline/ Picola</p>
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### ***C.6 Resolution #15-02 To Authorize Appropriation Transfers for 2014-2015***

<p>It is the recommendation of the Assistant Superintendent, Business &amp; Fiscal Services, and the Director of Finance, that the Board of Trustees approve Resolution #15-02 to authorize appropriation transfers for the 2014-2015 fiscal year, and authorize its filing with the Ventura County Office of Education.</p>	<p style="text-align: right;">Dept/School Cline/ Penanhoat</p>
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### ***C.7 Resolution #15-03 For Authorization To Make Temporary Loans Between District Funds For 2015-2016***

<p>It is the recommendation of the Assistant Superintendent, Business &amp; Fiscal Services, and the Director of Finance, that the Board of Trustees approve Resolution #15-03, authorizing temporary loans between district funds, and authorize its filing with the Ventura County Office of Education.</p>	<p style="text-align: right;">Dept/School Cline/ Penanhoat</p>
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**Section C**  
**CONSENT AGENDA**  
(continued)

<b><i>C.8 Resolution #15-04 Authorization For Expenditure Transfers For 2015-2016</i></b>	It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Finance, that the Board of Trustees approve Resolution #15-04, authorizing expenditure transfers for the 2015-2016 fiscal year, and authorize its filing with the Ventura County Office of Education.	Dept/School Cline/ Penanhoat
<b><i>C.9 Disclosure Of Collective Bargaining Agreement with Oxnard Supportive Services Association (OSSA)</i></b>	It is the recommendation of the Assistant Superintendent, Business & Fiscal Services that the Board of Trustees accept the “Disclosure of Collective Bargaining Agreement” form for OSSA, as presented.	Dept/School Cline
<b><i>C.10 Purchase Order/Draft Payment Report #14-09</i></b>	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 #14-09, as submitted.	Dept/School Cline/ Franz
<b><i>C.11 Enrollment Report</i></b>	Attached for the Board’s information is the district’s enrollment report for the month of May 2015.	Dept/School Cline
<b><i>C.12 Certification of Signatures</i></b>	It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees declare the attached Certification of Signatures as that of the agent(s) authorized for signature for the Oxnard School District.	Dept/School Cline
<b><i>C.13 Approval of Program Self Evaluation Report 2014-2015 – CDE – Early Education and Support Division (CDE-EESD)</i></b>	It is the recommendation of the Superintendent and the Director of Curriculum, Instruction, and Accountability, that the Board of Trustees approve California Department of Education – Early Education and Support, Program Self Evaluation Report for 2014-2015.	Dept/School Dr. Morales/ Thomas
<b><i>C.14 Consideration of Approval of Revised Job Description: Director of Certificated Human Resources</i></b>	It is the recommendation of the Assistant Superintendent, Human Resources and Support Services that the Board of Trustees approve the revised job description, as presented.	Dept/School Vaca
<b><i>C.15 Personnel Actions</i></b>	It is recommended that the Board approve personnel actions, as submitted.	Dept/School Vaca/Koch

**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 Approval of Oxnard School District 2015-2016 Local Control and Accountability Plan  
(Dr. Morales/Cline)**

It is the recommendation of the Superintendent and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve the LCAP (Local Control and Accountability Plan), as presented.

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

**ROLL CALL VOTE:**

**O’Leary \_\_, Morrison \_\_, Cordes \_\_, Duff \_\_, Robles-Solis \_\_**

**D.2 Adoption of Oxnard School District 2015-2016 Budget (Cline/Penanhoat)**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Finance, that the Board of Trustees adopt the Oxnard School District Budget for the 2015-2016 fiscal year.

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

**ROLL CALL VOTE:**

**O’Leary \_\_, Morrison \_\_, Cordes \_\_, Duff \_\_, Robles-Solis \_\_**

**D.3 Consideration and Approval of Project Labor Agreement #15-43 For Oxnard School District’s Elm Elementary School Project (Dr. Morales)**

It is recommended that the Board of Trustees consider and approve Agreement #15-43 Project Labor Agreement For Oxnard School District’s Elm Elementary School Project.

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

**ROLL CALL VOTE:**

**O’Leary \_\_, Morrison \_\_, Cordes \_\_, Duff \_\_, Robles-Solis \_\_**

**D.4 Approval of the Oxnard School District and the Oxnard Supportive Services Association Tentative Agreement for the 2015-2016 Collective Bargaining Agreement (Vaca)**

It is recommended that the Board of Trustees adopt the Tentative Agreement for the 2015-2016 Collective Bargaining Agreement between the Oxnard School District and the Oxnard Supportive Services Association, as presented.

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

**ROLL CALL VOTE:**

**O’Leary \_\_, Morrison \_\_, Cordes \_\_, Duff \_\_, Robles-Solis \_\_**

**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**

(continued)

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

**D.5 Award of Field Contract #FC-P16-00022 – Fremont Sheet Metal Project (Cline/CFW, Inc.)**

<p>It is the recommendation of Assistant Superintendent, Business &amp; Fiscal Services, and Caldwell Flores Winters Inc., that the Board of Trustees award Field Contract #FC-P16-00022, Fremont Sheet Metal Project, in the amount of \$24,800.00 to Architectural Sheet Metal Inc., to be paid with Measure R Bond Funds.</p>	<p>Public Comment: Presentation: Moved: Seconded: Board Discussion: Vote:</p>
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**ROLL CALL VOTE:**

**O’Leary \_\_, Morrison \_\_, Cordes \_\_, Duff \_\_, Robles-Solis \_\_**

**D.6 Award of Field Contract #FC-P16-00023 – Fremont Tack Wall for Building 800 (Cline/CFW, Inc.)**

<p>It is the recommendation of Assistant Superintendent, Business &amp; Fiscal Services, and Caldwell Flores Winters Inc., that the Board of Trustees award Field Contract #FC-P16-00023, Fremont Tack Wall for Building 800, in the amount of \$24,407.00 to Drapery Affair, to be paid with Measure R Bond Funds.</p>	<p>Public Comment: Presentation: Moved: Seconded: Board Discussion: Vote:</p>
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**ROLL CALL VOTE:**

**O’Leary \_\_, Morrison \_\_, Cordes \_\_, Duff \_\_, Robles-Solis \_\_**

**D.7 Award of Field Contract #FC-P16-00167 – Bond Gas/Water Lines at Sierra Linda School (Cline/Cross)**

<p>It is the recommendation of Assistant Superintendent, Business &amp; Fiscal Services, and the Assistant Facilities Director, that the Board of Trustees award Field Contract #FC-P16-00167, Bond Gas/Water Lines at Sierra Linda School, in the amount of \$16,875.00 to California Electric Company, to be paid with Deferred Maintenance Funds.</p>	<p>Public Comment: Presentation: Moved: Seconded: Board Discussion: Vote:</p>
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**ROLL CALL VOTE:**

**O’Leary \_\_, Morrison \_\_, Cordes \_\_, Duff \_\_, Robles-Solis \_\_**

**D.8 Award of Formal Bid #14-04, Ritchen Elementary School Special Day Classroom (SDC) Project (Cline/CFW, Inc.)**

<p>It is the recommendation of Assistant Superintendent, Business &amp; Fiscal Services, and Caldwell Flores Winters Inc., that the Board of Trustees award Bid #14-04, Ritchen Elementary School Special Day Classroom (SDC) Project, in the amount of \$89,698.00 and enter Agreement #15-22 with GRD Construction, to be paid with Measure R Bond Funds.</p>	<p>Public Comment: Presentation: Moved: Seconded: Board Discussion: Vote:</p>
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**ROLL CALL VOTE:**

**O’Leary \_\_, Morrison \_\_, Cordes \_\_, Duff \_\_, Robles-Solis \_\_**

**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**

(continued)

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

**D.9 Consider Approval of WAL #002 for NV5 To Perform DSA Inspector of Record (IOR) Services for Lemonwood Elementary School Reconstruction Project; the Work Authorization Is Issued Pursuant to Master Agreement #13-130 with NV5 for Project Inspections Services Thereof (Dr. Morales/Cline/CFW, Inc.)**

It is the recommendation of the Superintendent, and the Assistant Superintendent, Business & Fiscal Services, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve Work Authorization Letter #002 for the project inspection services at Lemonwood Elementary School Reconstruction per Master Agreement #13-130 with NV5; DSA Inspector of Record Services will be completed for a lump sum fixed fee of \$421,600.00, to be paid with Measure R Bond Funds.

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

**ROLL CALL VOTE:**

**O’Leary \_\_, Morrison \_\_, Cordes \_\_, Duff \_\_, Robles-Solis \_\_**

**D.10 Consider Approval of WAL #002 for BTC Labs For Testing and Special Inspection Services for the Lemonwood Elementary School Reconstruction Project; the Work Authorization Is Issued Pursuant to Master Agreement #13-154 with BTC Labs for Materials Testing Lab and Special Inspection Services Thereof (Dr. Morales/Cline/CFW, Inc.)**

It is the recommendation of the Superintendent, and the Assistant Superintendent, Business & Fiscal Services, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve Work Authorization Letter #002 for the materials testing lab and special inspection services of Lemonwood Elementary School Reconstruction per Master Agreement #13-154 with BTC; Materials Testing Lab and Special Inspection services will be completed for a lump sum fixed fee of \$108,006.50, to be paid with Measure R Bond Funds.

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

**ROLL CALL VOTE:**

**O’Leary \_\_, Morrison \_\_, Cordes \_\_, Duff \_\_, Robles-Solis \_\_**

**D.11 Consider Approval of WAL #003 for CTE South to Perform Geotechnical Inspection and Testing Services for the Lemonwood Elementary School Reconstruction Project; the Work Authorization Is Issued Pursuant to Master Agreement #13-124 with CTE for Geotechnical Inspection and Materials Testing Services Thereof (Dr. Morales/Cline/CFW, Inc.)**

It is the recommendation of the Superintendent, and the Assistant Superintendent, Business & Fiscal Services, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve Work Authorization Letter #003 for the geotechnical inspection and testing services for Lemonwood Elementary School Reconstruction per Master Agreement #13-124 with CTE; Geotechnical Inspection and Material Testing services will be completed for a lump sum fixed fee of \$109,620.00, to be paid with Measure R Bond Funds.

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

**ROLL CALL VOTE:**

**O’Leary \_\_, Morrison \_\_, Cordes \_\_, Duff \_\_, Robles-Solis \_\_**

**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**

(continued)

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

***D.12 Consider Approval of WAL #003 for EORM To Perform Hazardous Materials Monitoring Services for the Lemonwood Elementary School Reconstruction Project; the Work Authorization Is Issued Pursuant to Master Agreement #13-134 with EORM for Hazardous Materials Surveying, Testing, and Monitoring Services Thereof (Dr. Morales/Cline/CFW, Inc.)***

It is the recommendation of the Superintendent, and the Assistant Superintendent, Business & Fiscal Services, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve Work Authorization Letter #003 for the hazardous materials monitoring services for Lemonwood Elementary School Reconstruction per Master Agreement #13-134 with EORM; Hazardous Materials Monitoring services will be completed for a lump sum fixed fee of \$14,052.00, to be paid with Measure R Bond Funds.

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

**ROLL CALL VOTE:**

**O’Leary \_\_, Morrison \_\_, Cordes \_\_, Duff \_\_, Robles-Solis \_\_**

***D.13 Approval of Resolution #15-05, Rejecting Bids Submitted In Response To Bid #14-03 Driffill School Kindergarten Building Project (Cline/Gutierrez)***

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Executive Director of Facilities Planning, Engineering & Operations that the Board of Trustees adopt Resolution #15-05 Rejecting all Bids Submitted In Response To Bid #14-03 Driffill School Kindergarten Building Project.

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

**ROLL CALL VOTE:**

**O’Leary \_\_, Morrison \_\_, Cordes \_\_, Duff \_\_, Robles-Solis \_\_**

***D.14 Request For Approval Of Resolution #15-06 – Authorizing General Obligation Bonds, Election of 2012, Series D (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 #15-06 of the Board of Trustees of the Oxnard School District Authorizing the Issuance of the General Obligation Bonds, Election of 2012, Series D and authorizing related documents and actions. All fees from the bond refinancing are contingent, and are paid from bond proceeds; there is no impact to the District’s General Fund.

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

**ROLL CALL VOTE:**

**O’Leary \_\_, Morrison \_\_, Cordes \_\_, Duff \_\_, Robles-Solis \_\_**

**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**

(continued)

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

**D.15 Consider Resolution #15-07 Authorizing The Acquisition Of The Site Known As The Doris-Patterson (Teal Club) Site; Authorizing Pursuit Of LAFCO Annexation Of Said Parcel Into The City Of Oxnard; Authorizing A Request For Site Approval From The California Department Of Education; And, Authorizing Submission Of An Application For State Aid (Dr. Morales/Cline/CFW, Inc.)**

It is the recommendation of the Superintendent and Assistant Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees adopt Resolution #15-07 and proceed with the actions set forth in the Resolution.

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

**ROLL CALL VOTE:**

**O’Leary \_\_, Morrison \_\_, Cordes \_\_, Duff \_\_, Robles-Solis \_\_**

**D.16 Consider Approval and Adoption of The June 2015 Semi- Annual Facilities Implementation Program Update As An Adjustment To The Facilities Implementation Program (Dr. Morales/CFW, Inc.)**

It is the recommendation of the District Superintendent that the Board of Trustees accepts and adopts the June 2015 Semi-Annual Implementation Program Update.

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

**ROLL CALL VOTE:**

**O’Leary \_\_, Morrison \_\_, Cordes \_\_, Duff \_\_, Robles-Solis \_\_**

**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.)

**No Reports/Discussion Items will be discussed or studied at this meeting.**

**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 discussed or studied at this 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)*

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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)*

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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***

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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:** Dr. Cesar Morales

**Date of Meeting:** 6/24/15

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

**Approval of Amendment #2 to Agreement #13-01, Ventura County Children and Families First Commission (VCCFFC) – Oxnard NfL Contract for 2015-2016 (Morales/Thomas)**

Amendment #2 to Agreement #13-01 extends the current contract through FY 2015-2016. The amendment formalizes Early Learning and Family Strengthening programming objectives, service and funding levels, measures of success, and implementation strategies that will guide the efforts of the Oxnard NfL, the program Director and service providers. The Oxnard Neighborhood for Learning prioritized investing in a framework of evidenced based comprehensive direct services to support the following strategy areas:

- Early learning experiences for children and quality enhancements to existing preschool programs
- Family literacy programs
- Kindergarten transitioning practices for parents and caretakers
- Cultural and linguistic relevant child development, and leadership building opportunities
- Family development practices to enhance and nurture environments critical to the health and wellbeing of children

**Term of the agreement**      **July 1, 2015 through June 30, 2016**

**FISCAL IMPACT:**

**\$1,467,855.00** Contract amount received from VCCFFC to operate First 5/Oxnard Neighborhood for Learning.

**RECOMMENDATION:** It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Superintendent, that the Board of Trustees approve Amendment #2 to Agreement #13-01 with Ventura County Children and Families First Commission.

**ADDITIONAL MATERIAL(S):**

**Attached:**      Amendment #2, Ventura County Children and Families First Commission (11 Pages)  
                         Amendment #1, Ventura County Children and Families First Commission (7 Pages)  
                         Agreement #13-01, Ventura County Children and Families First Commission (18 Pages)



## AMENDMENT #2 to OSD Agreement #13-01

The **AGREEMENT** that was entered into on July 1, 2013 between the **VENTURA COUNTY CHILDREN AND FAMILIES FIRST COMMISSION** (dba as First 5 Ventura County) and hereinafter referred to as (“**COMMISSION**”) and **OXNARD SCHOOL DISTRICT** (“**CONTRACTOR**”) for the purpose of providing **FIRST 5 OXNARD NEIGHBORHOOD FOR LEARNING** is hereby amended as follows:

Under Section 2.6, **INSURANCE**, Paragraph 2.6.3 of the Agreement is being replaced in its entirety by the following new Paragraph 2.6.3:

2.6.3 The Ventura County Children and Families First Commission is to be named as **Additional Insured** with respect to work done by **CONTRACTOR** under the terms of this Agreement on all policies required. However, this paragraph 2.6.8 shall not be construed to apply to Workers' Compensation coverage or Professional Liability coverage.

**4.3 INVOICES/EXPENDITURE REPORTS.** By the thirtieth (30th) calendar day following the close of each payment period as outlined in Exhibit A of this Agreement, **CONTRACTOR** through its authorized representative(s) shall submit to **COMMISSION** a complete invoice/expenditure report in accordance with Exhibit C for each corresponding funding period. **CONTRACTOR** may have up to forty-five (45) days to submit the final invoice/report for expenditures through the end of each funding period. Invoices/Expenditure Reports shall be submitted electronically with required supporting documentation in a software system designated by **COMMISSION**. **CONTRACTOR** shall designate authorized representative(s) to submit invoices/expenditure reports for the Program. **COMMISSION** may consider alternate methods for invoice/expenditure report submission, including but not limited to non-electronic, at its sole discretion or upon request by **CONTRACTOR**. **COMMISSION** shall review the invoice/expenditure report, verify adherence to Agreement requirements and services, and authorize payments to **CONTRACTOR** based upon claims submitted, provided that **CONTRACTOR** is not in default under any provision of this Agreement. **COMMISSION** shall not pay for unauthorized services rendered neither by **CONTRACTOR** nor for claimed services which **COMMISSION**'s monitoring staff shows have not been provided as required by this Agreement.

4.3.1 Final year-end invoices/expenditure reports received more than 60 days after the close of each funding period shall have a five (5) percent penalty imposed on the final invoiced/reported amount. **CONTRACTOR** may submit a written appeal of the penalty to the **COMMISSION** if there were extenuating circumstances that prohibited the timely submission of the invoice/report, but the **COMMISSION** retains the exclusive right to decide whether it will waive the penalty or not.

**EXHIBIT A** attached hereto is incorporated herein by this reference and shall replace Exhibit A attached to the original Agreement and any subsequent amendments in its entirety. Hereinafter, all references to Exhibit A are to Exhibit A attached to this amendment.

Add to Exhibit B the attached document labeled **Exhibit B-2** and incorporated herein by reference. Exhibit B will hereafter include Exhibit B and Exhibit B-1 as well as **Exhibit B-2**, and any reference to Exhibit B in the Agreement will include Exhibit B, Exhibit B-1, and Exhibit B-2.

Add to Exhibit C the attached document labeled **Exhibit C-2** and incorporated herein by reference. Exhibit C will hereafter include Exhibit C and Exhibit C-1 as well as **Exhibit C-2**, and any reference to Exhibit C in the Agreement will include Exhibit C, Exhibit C-1, and Exhibit C-2.

**EXHIBIT D** attached hereto is incorporated herein by this reference and shall replace Exhibit D attached to the original Agreement and any subsequent amendments in its entirety. Hereinafter, all references to Exhibit D are to Exhibit D attached to this amendment.

All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS THEREOF, COMMISSION and CONTRACTOR have executed this Agreement on the dates indicated.

**CONTRACTOR APPROVAL**

**COMMISSION APPROVAL**

\_\_\_\_\_  
(Signature)

Lisa Franz, Director of Purchasing  
(Typed Name/Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

Claudia Harrison, Executive Director  
(Typed Name/Title)

\_\_\_\_\_  
(Date)

**OXNARD SCHOOL DISTRICT**  
**OXNARD NEIGHBORHOOD FOR LEARNING**  
July 1, 2013 to June 30, 2016

**REPORTING TIMELINES**

*Narrative Progress Reports (Contract Section 2.20 - Progress Reports) and Participant, Service, and Outcome Data (Contract Section 2.21 – Evaluation Studies)*

Reports and data shall detail work performed in Section 3: Service Provisions, Exhibit B

<b>Period</b>	<b>Report type</b>	<b>Due date</b>
July 1, 2013 – September 30, 2013	Quarter 1 – FY2013-14	October 30, 2013
October 1, 2013 – December 31, 2013	Quarter 2 – FY2013-14	January 30, 2014
January 1, 2014 – March 31, 2014	Quarter 3 – FY2013-14	April 30, 2014
April 1, 2014 – June 30, 2014	Quarter 4 & cumulative final for FY2013-14	July 30, 2014
July 1, 2014 – September 30, 2014	Quarter 1 – FY2014-15	October 30, 2014
October 1, 2014 – December 31, 2014	Quarter 2 – FY2014-15	January 30, 2015
January 1, 2015 – March 31, 2015	Quarter 3 – FY2014-15	April 30, 2015
April 1, 2015 – June 30, 2015	Quarter 4 & cumulative final for FY2014-15	July 30, 2015
July 1, 2015 – September 30, 2015	Quarter 1 – FY2015-16	October 30, 2015
October 1, 2015 – December 31, 2015	Quarter 2 – FY2015-16	January 30, 2016
January 1, 2016 – March 31, 2016	Quarter 3 – FY2015-16	April 30, 2016
April 1, 2016 – June 30, 2016	Quarter 4 & cumulative final for FY2015-16	July 30, 2016

**INVOICING/EXPENDITURE REPORTING TIMELINES**

*Fiscal Provisions (Contract Section 4.1, 4.3 – Payment Method, Invoices)*

Financial reports shall adhere to Section 4: Budget, Exhibit C and Exhibit D.

<b>Period</b>	<b>Invoice/Expenditure Report type</b>	<b>Due by</b>
July 1, 2013 – September 30, 2013	Quarter 1 – FY2013-14	October 30, 2013
October 1, 2013 – December 31, 2013	Quarter 2 – FY2013-14	January 30, 2014
January 1, 2014 – March 31, 2014	Quarter 3 – FY2013-14	April 30, 2014
April 1, 2014 – June 30, 2014	Quarter 4 & cumulative final for FY2013-14	July 30, 2014
July 1, 2014 – September 30, 2014	Quarter 1 – FY2014-15	October 30, 2014
October 1, 2014 – December 31, 2014	Quarter 2 – FY2014-15	January 30, 2015
January 1, 2015 – March 31, 2015	Quarter 3 – FY2014-15	April 30, 2015
April 1, 2015 – June 30, 2015	Quarter 4 & cumulative final for FY2014-15	July 30, 2015
July 1, 2015 – September 30, 2015	Quarter 1 – FY2015-16	October 30, 2015
October 1, 2015 – December 31, 2015	Quarter 2 – FY2015-16	January 30, 2016
January 1, 2016 – March 31, 2016	Quarter 3 – FY2015-16	April 30, 2016
April 1, 2016 – June 30, 2016	Quarter 4 & cumulative final for FY2015-16	July 30, 2016

**Program Description:**

Oxnard NfL promotes school readiness by maintaining partnerships between families, schools, and the community to ensure parents and children prenatal to five years old receive the support necessary so children enter kindergarten ready to learn. Direct services outlined below are evidenced based and results oriented. Services are designed to improve the access and utilization of comprehensive early learning, health, and family strengthening resources. The Oxnard NfL collaborates with community agencies in order to maintain a seamless and integrated yet unduplicated system of care for young children and their families, and to support the continuous improvement of environments critical to children's health, education and well being. The Oxnard NfL, in partnership with the Oxnard School District, maintains six (6) community access points for the delivery of services to the target population.

**Program Outcome(s):**

- Parents are engaging children in early learning and are reading to their children often, from an early age
- Parents have the tools, resources and supports for healthy attachments and positive interactions with their children
- Parents are linked with services they need and other resources they are eligible for
- Children with special needs (inclusive of social/emotional) receive intervention as early as possible in inclusive, "mainstreamed" settings, e.g. family literacy programs, preschools
- Children participate in quality preschool

<b>Program Summary</b>							
Provider will demonstrate student academic and developmental growth with the administration of assessments such as: DRDP, PPVTIV, PALS, or ELSA. Program will also assess environmental quality and adult/child interactions utilizing ECERS. Eligibility criteria includes children who reside within high-priority schools' attendance area and are entering Kindergarten in the following school year. Specific focus is the inclusion of children with special needs as appropriate. Priority is given to working families who meet Oxnard NfL Preschool income eligibility guidelines, exceptional needs or circumstances, and no prior preschool experience or lack of access to other preschool programs. Parent fees are based on sliding fee schedules where appropriate. <b>Marina West and Sierra Linda operated by CDR Head Start at no cost to Oxnard NfL, Harrington preschool subcontracted to Continuing Development Inc., Ramona and School Readiness Preschools subcontracted to El Centrito Family Learning Centers, Elm operated by OSD.</b>							
No.	Activity	Milestone	Projected number of contacts per participant	Projected number of participants	Projected number of service contacts	Outcome Performance Measure	OPM Tool
1	Preschool ( <i>Marina West</i> )	30 ECE spaces (half day)	128	30 children	3,840	# and % increase in children mastering the integrating and building level of the 4 result areas of the preschool-aged DRDP-2010	DRDP 2010: PS
2	Preschool ( <i>Harrington</i> )	72 ECE spaces (half day)	180	72 children	12,960		
3	Preschool ( <i>Ramona</i> )	48 ECE spaces (half day)	180	48 children	8,640		
4	Preschool ( <i>Sierra Linda</i> )	54 ECE spaces (half day)	128	54 children	6,912		

No.	Activity	Milestone	Projected number of contacts per participant	Projected number of participants	Projected number of service contacts	Outcome Performance Measure	OPM Tool
5	Preschool (School Readiness Preschool at St. Paul's Methodist Church)	48 ECE spaces (half day)	180	48 children	8,640	# and % increase in children mastering the integrating and building level of the 4 result areas of the preschool-aged DRDP-2010	DRDP 2010: PS
6	Preschool (Elm)	22 ECE spaces (half day)	180	22 children	3,960		

<b>Program Summary</b>						
Provide four (4) week, three (3) hour kindergarten transition program <b>Ready, Set, Go!</b> for incoming kindergarten students. Primary target is children with no prior preschool experience, and/or children with a demonstrate need. The program offers a 19 day intensive Kindergarten experience where children are introduced to vocabulary, language arts, math concepts, socialization and other kindergarten routines. Certificated personnel use the district's adopted kindergarten curriculum to frontload English language development, mathematics, and language acquisition skills. <b>Oxnard School District provides this service provision.</b>						
No.	Activity	Milestone	Projected number of contacts per participant	Projected number of participants	Projected number of service contacts	
7	Kindergarten transition programs for children	20 ECE spaces (half day), 3 sessions	19	60 children	1140	

<b>Program Summary</b>						
Provide supports for children who are not eligible for Special Education Services but would benefit from short term <b>Speech and Language Enrichment</b> services. This is a Parent and Child Together (PACT) activity with a hands on approach to support children's language development, focusing on transferability of strategies to a child's natural environment (home, school, and in the community). A brief observation and/or assessment by BEST and/or Tri-Counties determines eligibility into the program. Preschool speech therapists, preschool instructional assistants provide the services. The program consists of multiple 6 week series, 45 minute program scheduled twice per week for small groups of parent/child dyads. <b>Oxnard School District provides this service provision.</b>						
No.	Activity	Milestone	Projected number of contacts per participant	Projected number of participants	Projected number of service contacts	
8	Early Learning for PACT	8 cohorts, 6 weeks each	12	48 children 48 parents	1,152	



<b>Program Summary</b>					
Provide supports to strengthen bonds between parents and their children and the responsiveness to toddler's needs by increasing knowledge and understanding of the development of young children. <b>Apreniendo con Mama y Papa</b> is a series of PACT classes oriented around activities which encourage parents to interact with and stimulate their child's social, emotional, physical, cognitive and sensory development. Workshops will be culturally relevant to the Mixteco population and will focus on easily reproduced activities at home, and will include singing, dancing, counting games, manipulative, art, nutrition, book-sharing. Each series will consists of 6-8 parent/child dyads, for 6 weeks - one time per week for 60 minutes. Series will be offered at self contained locations that lend themselves to the needs of young children. <b>Subcontracted to Mixteco Indigena Community Organizing Project</b>					
No.	Activity	Milestone	Projected number of contacts per participant	Projected number of participants	Projected number of service contacts
9	Early Learning for PACT	7 cohorts, 6 weeks each	6	56 children 42 parents	588

<b>Program Summary</b>					
Provide child development and nurturing support for parents of <i>infants to 2 year olds</i> . Play and learn workshops are designed to improve parent's understanding of basic child development, healthy parent/child interactions, and responsiveness to babies' needs. <b>My Parents &amp; Me / Mis Padres y Yo</b> sample topics include; Infant massage, Essential touch, Nurturing home environments (for optimal learning), Parent/child communication, Safety at Home, Basic Child Development. Two cohorts of parent/child dyads; (1) infants to 1 year olds, (2) 1 year olds to 2 year olds. Various community agencies and Oxnard School District sites host the Mis Padres y Yo series in order to recruit participants from a wide range of Oxnard neighborhoods. Classes are offered during weekday morning and afternoons as well as some early evenings and Saturdays to accommodate schedules of working parents. Each series = 6 workshops. <b>Subcontracted to El Centrito Family Learning Centers.</b>					
No.	Activity	Milestone	Projected number of contacts per participant	Projected number of participants	Projected number of service contacts
10	Early Learning for PACT	8 cohorts, 8 weeks each	8	53 children 53 parents	848

<b>Program Summary</b>					
<b>Parent &amp; Child Together (PACT)</b> promotes positive parent/child relationships, supports social and language rich environments. Key strands embedded throughout the sessions provide parents with an opportunity to build skills and learning around Positive Adult/Child Interactions, Child Development, Brain Development, Early Literacy, Healthy Life Choices. This activity targets parents and children 0-4 years old. Each session provides hands on experiences for parents and their children which can be easily replicated and reinforced at home. <b>Oxnard School District provides this service provision.</b>					
No.	Activity	Milestone	Projected number of contacts per participant	Projected number of participants	Projected number of service contacts
11	Early Learning for PACT	12 cohorts, 6 weeks each	6	60 children 60 parents	720
12	Early Learning for PACT ( <i>Story Time</i> )	5 cohorts, monthly class at 5 sites.	7	75 children 75 parents	1050

<b>Program Summary</b>					
<p>Family Strengthening Services are built on the underlying principle that children do well when their families do well and families do better when they live in supportive neighborhoods. The overall goals for the project are: 1) Health and Safety of children and families, 2) Early Identification of Social and Emotional Needs, and 3) Family Supports. Family Strengthening Services will focus on building the "protective factors" of children and families, which include nurturing and attachment, knowledge of parenting and child development, parental resilience, social connections, concrete supports for parents and the healthy social and emotional development of children. Provide <b>Service Coordination/Case Management</b>, to health, dental, vision, mental health, and other social services accessed through Family Resource Centers (FRCs) and community agencies. Outreach will be performed to promote linkage to social services, early literacy and school readiness services. A strength-based model is used as the foundation of case management for intensive family needs. Case manager assist parents in developing individual long-term and short-term goals. Staff facilitates a multi-disciplinary team model that serves as the basis for service coordination and the integration of services provided by health and mental health professionals, early learning providers, and other community resources. Staff implements Triple P Positive Parenting strategies as part of the Service Coordination/ Case Management services. Program staff will assist parents in the coordination of monthly Parent Advisory meetings at each FRC. Families needing health insurance enrollment assistance will be referred to VCPH staff @ FRCs.</p> <p><b>Oxnard School District provides this service provision.</b></p>					
No	Activity	Milestone	Projected number of contacts per participant	Projected number of participants	Projected number of service contacts
13	Service coordination/case management	N/A	8	250 parents	2,000
14	Developmental screening (ASQ)	N/A	2	200 children	400
15	Developmental screening -- parent navigation	N/A	4	100 parents	400

<b>Program Summary</b>					
<p>Provide <b>Case Management</b>, services and interpretation as needed for medical, dental, vision, mental health, and other social services accessed through Family Resource Centers (FRCs) and community agencies specifically for Mixtec families. Outreach will be performed to promote linkage to social services, early literacy, and school readiness services. Staff will maintain case management model as the basis for coordinating strategic services for at-risk families. Promotoras will participate as members of the multi-disciplinary team for the delivery of intensive interventions for the target population. Staff will be located at Harrington and Chavez FRCs. <b>Mixtec Indigena Community Organizing Project (MICOP)</b></p>					
No	Activity	Milestone	Projected number of contacts per participant	Projected number of participants	Projected number of service contacts
16	Service coordination/case management	N/A	8	300 parents	2,400

<b>Program Summary</b>					
<b>Triple P Level 2 Seminar Classes and Level 3 Brief Interventions Level 2 Seminar:</b> Provide brief information sessions/parent education classes for groups of parents who are interested in learning about children's behavior. Seminars are used to promote awareness of Triple P and as informative brief information sessions for any parent. The seminar series includes specific seminars on the following topics: The Power of Positive Parenting; Raising Confident, Competent Children; Raising Resilient Children. Provide 5 series of 3, 90 minute classes. <b>Oxnard School District provides this service provision.</b>					
No	Activity	Milestone	Projected number of contacts per participant	Projected number of participants	Projected number of service contacts
17	Parenting education: Triple P Level 2	5 cohorts, 3 weeks each	3	25 parents	75
18	Parenting education: Triple P Level 3	N/A	3	25 parents	75

<b>Program Summary</b>					
Provide <b>Parent Education</b> programs focusing on child development; parent skills and children's health. Topics are determined by both the NfL and parents, based on surveys and/or assessments of what will best help parents of young children; Nutrition, topics have included children and TV/media; getting children ready for school; and how to play with your children. <b>Oxnard School District (OSD)</b>					
No	Activity	Milestone	Projected number of contacts per participant	Projected number of participants	Projected number of service contacts
19	Parent education: general	10 workshops	10	50 parents	500
20	Parent education: general (Parent Advisory)	10 workshops	8	50 parents	400

**Standard Operational Provisions:**

1. The NfL will establish and maintain a governance board, including a minimum of 2 parent members, which will be the decision-making body for the NfL. The NfL governance board will establish bylaws that have been approved by the First 5 Commission before taking effect.
2. Maintain a multidisciplinary team approach of service including but not limited to: NfL staff, PH health educator, mental health professional, and other community service providers as appropriate and available.
3. Incorporate the F5VC Commission approved Nutrition and Physical Activity Standards into program implementation practices.
4. Incorporate the Strengthening Families/5 Protective Factors framework into programming for family support services.
5. Continue collaboration with Triple P Program through staff training and referral for Level 4 and 5 services.
6. Identify family needs and provide referral/follow-up on: health insurance, medical/dental home and utilization, developmental screenings, preschool.
7. Continue to identify and outreach to underserved populations, e.g. geographic, prenatal, culturally and linguistically isolated, etc.
8. Incorporate the F5VC Commission approved Early Learning for Parent and Child Together Standards into program implementation practices.
9. Convert First 5 funded preschool spaces to State Preschool funding whenever possible.
10. Develop and implement a sliding parent-fee schedule.

**Program Specific Operational Provisions:**

1. The Parent Advisory groups will meet monthly at each Family Resource Center (FRC) to assess the needs of each community and provide information, programming and implementation input, dialogue and make recommendations to the Oxnard NfL Committee as to services provided through the Oxnard NfL and FRCs. Parent leadership development and empowerment support will further cultivate parent's comfort levels with formal and informal committee settings and enhance opportunities for parents to express views regarding the work of the NfL.
2. The NfL will provide community resource and referral, linking parents to medical, dental, vision, mental health and other social services and community agencies, with an annual target of 3,000 parents served.

OXNARD SCHOOL DISTRICT  
**OXNARD NEIGHBORHOOD FOR LEARNING**  
 July 1, 2015 to June 30, 2016

**BUDGET**

	COMMISSION FUNDS	MATCHING FUNDS*		TOTAL AMOUNT
		Cash Source(s)	In-Kind Support	
<b>I. PERSONNEL SERVICES</b>	675,224	70,700		<b>745,924</b>
<b>II. OPERATING EXPENSES</b>	26,540		400,000	<b>426,540</b>
<b>III. OTHER EXPENSES</b>				
<b>Subcontractors:</b>				
Marina West Head Start Preschool - Child Development Resources			81,485	<b>81,485</b>
Sierra Linda NfL Preschool - Child Development Resources			184,699	<b>184,699</b>
Harrington Preschool - Continuing Development, Inc.	255,701		25,570	<b>281,271</b>
Ramona Preschool - El Centrito	170,472		17,047	<b>187,519</b>
School Readiness Program - El Centrito	176,472		17,647	<b>194,119</b>
Infant/Toddler (PACT) My Parents & Me/Mis Padres y Yo - El Centrito	17,500		1,747	<b>19,247</b>
Infant/Toddler (PACT) Aprendiendo con Mama y Papa - MICOP	15,291		1,529	<b>16,820</b>
Case Management of Mixtec Families - MICOP	89,698		8,489	<b>98,187</b>
<b>Other Expenses:</b>				
<b>IV. INDIRECT</b>	40,957			<b>40,957</b>
<b>TOTAL BUDGET</b>	<b>1,467,855</b>	<b>70,700</b>	<b>738,214</b>	<b>2,276,769</b>

\*Minimum match percent is 10%.

**OXNARD SCHOOL DISTRICT  
OXNARD NEIGHBORHOOD FOR LEARNING**

Term: July 1, 2013 through June 30, 2016

**PAYMENT METHOD**

CONTRACTOR shall be paid in accordance with the payment method as outlined below, for services rendered, provided that CONTRACTOR is not in default under any provisions of this Agreement.

1. CONTRACTOR shall be paid in advance, in monthly installments, provided that CONTRACTOR is not in default under any provisions of this agreement as follows:
  - 1.a. \$122,321.00 for the funding period of July 1, 2013 through June 30, 2014.
  - 1.b. \$122,321.00 for the funding period of July 1, 2014 through June 30, 2015.
  - 1.c. \$122,321.00 for the funding period of July 1, 2015 through June 30, 2016.
2. Advance payment will be disbursed on or about the first day of each month for the term of the contract. The last installment or remaining balance due for each funding period will be released within 30 days upon receipt of a complete and accurate Year-end Progress and Expenditure Report.
3. Compensation:
  - 3.a. Reimbursement for the period of July 1, 2013 through June 30, 2014 shall not exceed \$1,467,855.00 in accordance with Exhibit C and the services described in Exhibit B.
  - 3.b. Reimbursement for the period of July 1, 2014 through June 30, 2015 shall not exceed \$1,467,855.00 in accordance with Exhibit C-1 and the services described in Exhibit B-1.
  - 3.c. Reimbursement for the period of July 1, 2015 through June 30, 2016 shall not exceed \$1,467,855.00 in accordance with Exhibit C-2 and the services described in Exhibit B-2.
4. Payments shall be based on the terms of the Agreement. Allowable expenditures shall be based on actual costs incurred in accordance with Exhibit C for services rendered. CONTRACTOR will be paid actual costs only, even if the costs estimated in CONTRACTOR's proposal; budget; or this Agreement estimated a different amount, with adequate supporting documentation for services rendered.
5. At its sole discretion, COMMISSION may increase, decrease, or completely eliminate advance payments based upon COMMISSION's assessment of CONTRACTOR's performance, the activity level of the program, the need for advance payments, and other factors COMMISSION deems appropriate.
6. COMMISSION may request CONTRACTOR to submit a monthly report of expenditures during the final months of the contract period, if it appears that the CONTRACTOR may not utilize the full contract amount.
7. If at the end of each funding period as set forth above in paragraph 1, CONTRACTOR has not utilized funds advanced, CONTRACTOR shall return that amount to COMMISSION within forty-five (45) days of the close of the funding period.



COPY  
FILE

**AMENDMENT #1 to OSD Agreement #13-01**

The **AGREEMENT** that was entered into on July 1, 2013 between the **VENTURA COUNTY CHILDREN AND FAMILIES FIRST COMMISSION** (dba as First 5 Ventura County) and hereinafter referred to as ("COMMISSION") and **OXNARD SCHOOL DISTRICT** ("CONTRACTOR") for the purpose of providing the **FIRST 5 OXNARD NEIGHBORHOOD FOR LEARNING** is hereby amended as follows:

**The purpose of this amendment is to add service provisions, budget, reporting timelines, and compensation for the funding period of July 1, 2014 through June 30, 2015.**

Section 2.21 of the Agreement is being replaced in its entirety by the following new Section 2.21:

- 2.21 EVALUATION STUDIES.** As requested by COMMISSION and State Commission (CCFC), CONTRACTOR shall participate in research and evaluation studies designed to show the effectiveness of CONTRACTOR services or to provide information about CONTRACTOR's Program.
- 2.21.1 CONTRACTOR shall collect process and demographic data on participants, where appropriate.
  - 2.21.2 CONTRACTOR shall collect service and outcome data with measurement tools provided by COMMISSION.
  - 2.21.3 CONTRACTOR shall enter data in the evaluation software system designated by COMMISSION.
  - 2.21.4 CONTRACTOR shall submit complete data, in accordance with the schedule outlined in Exhibit A.

**EXHIBIT A** attached hereto is incorporated herein by this reference and shall replace Exhibit A attached to the original Agreement and any subsequent amendments in its entirety. Hereinafer, all references to Exhibit A are to Exhibit A attached to this amendment.

Add to Exhibit B the attached document labeled **Exhibit B-1** and incorporated herein by reference. Exhibit B will hereafter include Exhibit B as well as **Exhibit B-1**, and any reference to Exhibit B in the Agreement will include both Exhibit B and Exhibit B-1.

Add to Exhibit C the attached document labeled **Exhibit C-1** and incorporated herein by reference. Exhibit C will hereafter include Exhibit C as well as **Exhibit C-1**, and any reference to Exhibit C in the Agreement will include both Exhibit C and Exhibit C-1.

**EXHIBIT D** attached hereto is incorporated herein by this reference and shall replace Exhibit D attached to the original Agreement and any subsequent amendments in its entirety. Hereinafter, all references to Exhibit D are to Exhibit D attached to this amendment.

All other terms and conditions of the Agreement remain in full force and effect.

**IN WITNESS THEREOF**, COMMISSION and CONTRACTOR have executed this Agreement on the dates indicated.

**CONTRACTOR APPROVAL**

**COMMISSION APPROVAL**

Lisa A. Franz  
(Signature)

J. Johnson for Claudia Harrison  
(Signature)

Lisa Franz, Director of Purchasing  
(Typed Name/Title)

Claudia Harrison, Executive Director  
(Typed Name/Title)

7-1-14  
(Date)

7/9/14  
(Date)

OXNARD SCHOOL DISTRICT  
OXNARD NEIGHBORHOOD FOR LEARNING  
July 1, 2013 to June 30, 2015

**REPORTING TIMELINES**

*Narrative Progress Reports (Contract Section 2.20 - Progress Reports) and Participant, Service, and Outcome Data (Contract Section 2.21 – Evaluation Studies)*

Reports and data shall detail work performed in Section 3: Service Provisions, Exhibit B

Period	Report type	Due date
July 1, 2013 – September 30, 2013	Quarter 1 – FY2013-14	October 30, 2013
October 1, 2013 – December 31, 2013	Quarter 2 – FY2013-14	January 30, 2014
January 1, 2014 – March 31, 2014	Quarter 3 – FY2013-14	April 30, 2014
April 1, 2014 – June 30, 2014	Quarter 4 & cumulative final for FY2013-14	July 30, 2014
July 1, 2014 – September 30, 2014	Quarter 1 – FY2014-15	October 30, 2014
October 1, 2014 – December 31, 2014	Quarter 2 – FY2014-15	January 30, 2015
January 1, 2015 – March 31, 2015	Quarter 3 – FY2014-15	April 30, 2015
April 1, 2015 – June 30, 2015	Quarter 4 & cumulative final for FY2014-15	July 30, 2015

**INVOICING/EXPENDITURE REPORTING TIMELINES**

*Fiscal Provisions (Contract Section 4.1, 4.3 – Payment Method, Invoices)*

Financial reports shall adhere to Section 4: Budget, Exhibit C and Exhibit D.

Period	Invoice/Expenditure Report type	Due by
July 1, 2013 – September 30, 2013	Quarter 1 – FY2013-14	October 30, 2013
October 1, 2013 – December 31, 2013	Quarter 2 – FY2013-14	January 30, 2014
January 1, 2014 – March 31, 2014	Quarter 3 – FY2013-14	April 30, 2014
April 1, 2014 – June 30, 2014	Quarter 4 & cumulative final for FY2013-14	July 30, 2014
July 1, 2014 – September 30, 2014	Quarter 1 – FY2014-15	October 30, 2014
October 1, 2014 – December 31, 2014	Quarter 2 – FY2014-15	January 30, 2015
January 1, 2015 – March 31, 2015	Quarter 3 – FY2014-15	April 30, 2015
April 1, 2015 – June 30, 2015	Quarter 4 & cumulative final for FY2014-15	July 30, 2015

**Submit to:**

First 5 Ventura County  
2580 East Main Street, Suite 203  
Ventura, California 93003



**Program Description:**

Oxnard NfL promotes school readiness by maintaining partnerships between families, schools, and the community to ensure parents and children prenatal to five years old receive the support necessary so children enter kindergarten ready to learn. Direct services outlined below are evidenced based and results oriented. Services are designed to improve the access and utilization of comprehensive early learning, health, and family strengthening resources. The Oxnard NfL collaborates with community agencies in order to maintain a seamless and integrated yet unduplicated system of care for young children and their families, and to support the continuous improvement of environments critical to children's health, education and well being. The Oxnard NfL, in partnership with the Oxnard School District, maintains five (5) community access points for the delivery of services to the target population.

**Program Outcome(s):**

- Parents are engaging children in early learning and are reading to their children often, from an early age
- Parents have the tools, resources and supports for healthy attachments and positive interactions with their children
- Parents are linked with services they need and other resources they are eligible for
- Children with special needs (inclusive of social/emotional) receive intervention as early as possible in inclusive, "mainstreamed" settings, e.g. family literacy programs, preschools
- Children participate in quality preschool

<b>Program Components</b>							
Provider will demonstrate student academic and developmental growth with the administration of assessments such as: DRDP, PPVTIV, PLAS, or ELSA. Program will also assess environmental quality and adult/child interactions utilizing ECERS. Eligibility criteria includes children who reside within high-priority schools' attendance area and are entering Kindergarten in the following school year. Specific focus is the inclusion of children with special needs as appropriate. Priority is given to working families who meet Oxnard NfL Preschool income eligibility guidelines, exceptional needs or circumstances, and no prior preschool experience or lack of access to other preschool programs. Parent fees are based on sliding fee schedules where appropriate. <b>Marina West and Sierra Linda operated by CDR Head Start at no cost to Oxnard NfL, Harrington preschool subcontracted to Continuing Development Inc., Ramona and School Readiness Preschools subcontracted to El Centrito Family Learning Centers, Elm operated by OSD.</b>							
No.	Activity	Milestone	Projected number of contacts per participant	Projected number of participants	Projected number of service contacts	Outcome Performance Measure	OPM Tool
1	Preschool (Marina West)	30 ECE spaces (half day)	128	30 children	3,840	# and % increase in children mastering the integrating and building level of the 4 result areas of the preschool-aged DRDP-2010	DRDP 2010: PS
2	Preschool (Harrington)	72 ECE spaces (half day)	180	72 children	12,960		
3	Preschool (Ramona)	48 ECE spaces (half day)	180	48 children	8,640		
4	Preschool (Sierra Linda)	68 ECE spaces (half day)	128	68 children	8,704		

<b>Program Components</b>					
Provide supports to strengthen bonds between parents and their children and the responsiveness to toddler's needs by increasing knowledge and understanding of the development of young children. <b>Aprendiendo con Mama y Papa</b> is a series of PACT classes oriented around activities which encourage parents to interact with and stimulate their child's social, emotional, physical, cognitive and sensory development. Workshops will be culturally relevant to the Mixtec population and will focus on easily reproduced activities at home, and will include singing, dancing, counting games, manipulative, art, nutrition, book-sharing. Each series will consists of 6-8 parent/child dyads, for 6 weeks - one time per week for 60 minutes. Series will be offered at self contained locations that lend themselves to the needs of young children. <b>Subcontracted to Mixteco Indigena Community Organizing Project</b>					
No.	Activity	Milestone	Projected number of contacts per participant	Projected number of participants	Projected number of service contacts
9	Early Learning for PACT	7 cohorts, 6 weeks each	6	56 children 42 parents	588

<b>Program Components</b>					
Provide child development and nurturing support for parents of <i>infants to 2 year olds</i> . Play and learn workshops are designed to improve parent's understanding of basic child development, healthy parent/child interactions, and responsiveness to babies' needs. <b>My Parents &amp; Me / Mis Padres y Yo</b> sample topics include; Infant massage, Essential touch, Nurturing home environments (for optimal learning), Parent/child communication, Safety at Home, Basic Child Development. Two cohorts of parent/child dyads; (1) infants to 1 year olds, (2) 1 year olds to 2 year olds. Various community agencies and Oxnard School District sites host the Mis Padres y Yo series in order to recruit participants from a wide range of Oxnard neighborhoods. Classes are offered during weekday morning and afternoons as well as some early evenings and Saturdays to accommodate schedules of working parents. Each series = 6 workshops. <b>Subcontracted to El Centrito Family Learning Centers.</b>					
No.	Activity	Milestone	Projected number of contacts per participant	Projected number of participants	Projected number of service contacts
10	Early Learning for PACT	8 cohorts, 8 weeks each	8	53 children 53 parents	848

<b>Program Components</b>					
<b>Parent &amp; Child Together (PACT)</b> promotes positive parent/child relationships, supports social and language rich environments. Key strands embedded throughout the sessions provide parents with an opportunity to build skills and learning around Positive Adult/Child Interactions, Child Development, Brain Development, Early Literacy, Healthy Life Choices. This activity targets parents and children 0-4 years old. Each session provides hands on experiences for parents and their children which can be easily replicated and reinforced at home. <b>Oxnard School District provides this service provision.</b>					
No.	Activity	Milestone	Projected number of contacts per participant	Projected number of participants	Projected number of service contacts
11	Early Learning for PACT ( <i>We Play, We Learn</i> )	5 cohorts, 6 weeks each	6	20 children 20 parents	240
12	Early Learning for PACT ( <i>Growing With Me</i> )	5 cohorts, 6 weeks each	4	20 children 20 parents	160
13	Early Learning for PACT ( <i>Story Time - Family Literacy</i> )	10 workshops	9	35 children 35 parents	630

<b>Program Components</b>					
<b>Triple P Level 2 Seminar Classes and Level 3 Brief Interventions Level 2 Seminar:</b> Provide brief information sessions/parent education classes for groups of parents who are interested in learning about children's behavior. Seminars are used to promote awareness of Triple P and as informative brief information sessions for any parent. The seminar series includes specific seminars on the following topics: The Power of Positive Parenting; Raising Confident, Competent Children; Raising Resilient Children. Provide 5 series of 3, 90 minute classes.					
No	Activity	Milestone	Projected number of contacts per participant	Projected number of participants	Projected number of service contacts
20	Parenting education: Triple P Level 2	5 cohorts, 3 weeks each	3	25 parents	75
21	Parenting education: Triple P Level 3	N/A	3	25 parents	75

<b>Program Components</b>					
Provide <b>Parent Education</b> programs focusing on child development; parent skills and children's health. Topics are determined by both the NfL and parents, based on surveys and/or assessments of what will best help parents of young children; Nutrition, topics have included children and TV/media; getting children ready for school; and how to play with your children. <b>Oxnard School District (OSD)</b>					
No	Activity	Milestone	Projected number of contacts per participant	Projected number of participants	Projected number of service contacts
22	Parent education: general	100 workshops	10	50 parents	500
23	Parent education: general (Parent Advisory)	10 workshops	8	50 parents	400

**Standard Operational Provisions:**

1. The NfL will establish and maintain a governance board, including a minimum of 2 parent members, which will be the decision-making body for the NfL. The NfL governance board will establish bylaws that have been approved by the First 5 Commission before taking effect.
2. Maintain a multidisciplinary team approach of service including but not limited to: NfL staff, PHN, health educator, mental health professional, social worker, special education staff and other community service providers as appropriate and available.
3. Incorporate the F5VC Commission approved Nutrition and Physical Activity Standards into program implementation practices.
4. Incorporate the Strengthening Families/5 Protective Factors framework into programming for family support services.
5. Continue collaboration with Triple P Program through staff training, delivery of Level 2 and 3 services, and referral for Level 4 and 5 services.
6. Identify family needs and provide referral/follow-up on: health insurance, medical/dental home and utilization, developmental screenings, preschool.
7. Continue to identify and outreach to underserved populations, e.g. geographic, prenatal, culturally and linguistically isolated, etc.

**Program Specific Operational Provisions:**

1. The Parent Advisory groups will meet monthly at each Family Resource Center (FRC) to assess the needs of each community and provide information, programming and implementation input, dialogue and make recommendations to the Oxnard NfL Committee

OXNARD SCHOOL DISTRICT  
**OXNARD NEIGHBORHOOD FOR LEARNING**  
 July 1, 2014 to June 30, 2015

**BUDGET**

	COMMISSION FUNDS	MATCHING FUNDS*		TOTAL AMOUNT
		Cash Source(s)	In-Kind Support	
<b>I. PERSONNEL SERVICES</b>	669,774	18,000	19,500	<b>707,274</b>
<b>II. OPERATING EXPENSES</b>	34,357	5,500	375,000	<b>414,857</b>
<b>III. OTHER EXPENSES</b>				
<b>Subcontractors:</b>				
Marina West Head Start Preschool - Child Development Resources			81,485	<b>81,485</b>
Sierra Linda Nfl Preschool - Child Development Resources			184,699	<b>184,699</b>
Harrington Preschool - Continuing Development, Inc.	255,701		26,901	<b>282,602</b>
Ramona Preschool - El Centrito	170,472		17,734	<b>188,206</b>
School Readiness Program - El Centrito	176,472		18,334	<b>194,806</b>
Infant/Toddler (PACT) My Parents & Me/Mis Padres y Yo - El Centrito	17,500		1,747	<b>19,247</b>
Infant/Toddler (PACT) Aprendiendo con Mama y Papa - MICOP	15,291		1,529	<b>16,820</b>
Case Management of Mixtec Families - MICOP	89,698		8,489	<b>98,187</b>
<b>Other Expenses:</b>				
<b>IV. INDIRECT</b>	38,590			<b>38,590</b>
<b>TOTAL BUDGET</b>	<b>1,467,855</b>	<b>23,500</b>	<b>735,418</b>	<b>2,226,773</b>

\*Minimum match percent is 10%.

OXNARD SCHOOL DISTRICT  
OXNARD NEIGHBORHOOD FOR LEARNING

Term: July 1, 2013 through June 30, 2015

**PAYMENT METHOD**

CONTRACTOR shall be paid in accordance with the payment method as outlined below, for services rendered, provided that CONTRACTOR is not in default under any provisions of this Agreement.

1. CONTRACTOR shall be paid in advance, in monthly installments, provided that CONTRACTOR is not in default under any provisions of this agreement as follows:
  - 1.a. \$122,321.00 for the funding period of July 1, 2013 through June 30, 2014.
  - 1.b. \$122,321.00 for the funding period of July 1, 2014 through June 30, 2015.
2. Advance payment will be disbursed on or about the first day of each month for the term of the contract. The last installment or remaining balance due for each funding period will be released within 30 days upon receipt of a complete and accurate Year-end Progress and Expenditure Report.
3. Compensation:
  - 3.a. Reimbursement for the period of July 1, 2013 through June 30, 2014 shall not exceed \$1,467,855.00 in accordance with Exhibit C and the services described in Exhibit B.
  - 3.b. Reimbursement for the period of July 1, 2014 through June 30, 2015 shall not exceed \$1,467,855.00 in accordance with Exhibit C-1 and the services described in Exhibit B-1.
4. Payments shall be based on the terms of the Agreement. Allowable expenditures shall be based on actual costs incurred in accordance with Exhibit C for services rendered. CONTRACTOR will be paid actual costs only, even if the costs estimated in CONTRACTOR's proposal; budget; or this Agreement estimated a different amount, with adequate supporting documentation for services rendered.
5. At its sole discretion, COMMISSION may increase, decrease, or completely eliminate advance payments based upon COMMISSION's assessment of CONTRACTOR's performance, the activity level of the program, the need for advance payments, and other factors COMMISSION deems appropriate.
6. COMMISSION may request CONTRACTOR to submit a monthly report of expenditures during the final months of the contract period, if it appears that the CONTRACTOR may not utilize the full contract amount.
7. If at the end of each funding period as set forth above in paragraph 1, CONTRACTOR has not utilized funds advanced, CONTRACTOR shall return that amount to COMMISSION within forty-five (45) days of the close of the funding period.



**AGREEMENT**

This **AGREEMENT** is between the **VENTURA COUNTY CHILDREN AND FAMILIES FIRST COMMISSION (also known as First 5 Ventura County)**, hereinafter called "**COMMISSION**", and The **OXNARD SCHOOL DISTRICT**, 1051 South A Street, Oxnard, CA 93030, hereinafter called "**CONTRACTOR**".

**WHEREAS**, pursuant to the provisions of California Health and Safety Code section 130100 et seq., **COMMISSION** is authorized to enter into any contracts necessary or appropriate to carry out its lawful purposes as set forth in Division 108 of said code;

**WHEREAS**, **COMMISSION** has received an allocation from revenues collected from the Proposition 10 excise taxes; and

**WHEREAS**, as a public agency, **CONTRACTOR** is qualified by reason of experience, preparation, organization, staffing, and facilities to provide the services contemplated by this Agreement; and

**WHEREAS**, **COMMISSION** selected **CONTRACTOR**, after a public request for proposals process, to render certain services, in particular to operate the **First 5 Oxnard Neighborhood for Learning**, hereinafter referred to as "**Program**" for fiscal year 2013-14:

**WHEREAS**, "funding period" refers to a specific period of time for which there are corresponding service provisions and a budget. "Term" or "contract term" refers to the entire term of the whole Agreement and may encompass multiple funding periods.

**NOW, THEREFORE**, the parties hereto do mutually agree to the terms and conditions of this Agreement, as follows:

**SECTION 1 - GENERAL PROVISIONS**

- 1.1 **ADMINISTRATION.** **COMMISSION** Executive Director or his/her designee, hereinafter called Commission Representative, shall represent **COMMISSION** in all matters pertaining to this Agreement and shall administer this Agreement on behalf of **COMMISSION**. Commission Representative shall receive and approve claims for payment, audit and inspect records, monitor Program services, and provide other technical guidance as required. **CONTRACTOR**'s Executive Director (or equivalent position) shall be in charge of performing this Agreement and shall administer this Agreement on behalf of **CONTRACTOR**. Any change to terms and conditions to this Agreement shall comply with SECTION 2, paragraph 2.25.
- 1.2 **TERM.** The term of this Agreement shall commence on and shall continue through the dates set forth in Exhibit D, during which time **CONTRACTOR** shall perform the services required under this Agreement.
- 1.3 **COMPENSATION.** **COMMISSION** agrees to pay **CONTRACTOR** a sum not to exceed the amount specified in Exhibit D for services outlined in SECTION 3 and performed during the term of this Agreement in accordance with the method of payment stipulated in SECTIONS 2 and 4.
- 1.4 **NOTICES.** All notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, postage prepaid, return receipt requested, to Commission Representative at 2580 East Main Street, Suite 203, Ventura, California 93003, and to **CONTRACTOR** at 1051 South A Street, Oxnard, CA 93030.

between the parties hereto. **CONTRACTOR** will not be entitled to any benefits payable to employees of **COMMISSION**, including but not limited to overtime, retirement benefits, workers' compensation benefits, injury leave or other leave benefits. **COMMISSION** is not required to make any tax or benefit deductions from the compensation payable to **CONTRACTOR** under the provisions of this Agreement. As independent contractors, **CONTRACTOR** and **COMMISSION** hereby hold each other harmless from any and all claims that may be made against **CONTRACTOR** or **COMMISSION** based upon any contention by any third party that an employer-employee relationship exists by reason of the Agreement. If, in the performance of this Agreement, any third persons are employed by **CONTRACTOR**, such persons will be entirely and exclusively under the direction, supervision and control of **CONTRACTOR**. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law will be determined by **CONTRACTOR**. **COMMISSION** will have no right or authority over such persons or the terms of such employment, except as provided in this Agreement.

2.2 **CONTRACTOR'S EMPLOYEES AND EQUIPMENT.** **CONTRACTOR** agrees that **CONTRACTOR** has secured or shall secure at **CONTRACTOR**'s own expense all persons, employees and equipment required to perform the services required under this Agreement, and that all such services shall be performed by **CONTRACTOR** or under **CONTRACTOR**'s supervision by persons authorized by law to perform such services.

2.3 **PERSONNEL DISCLOSURE.** **CONTRACTOR** shall make available to **COMMISSION** a current list of all personnel providing services under this Agreement. Any changes to this list, including but not limited to vacancies, extended leaves of absence and new hires, shall be immediately provided to **COMMISSION** in writing. The list shall include: (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

**SECTION 2 - STANDARD PROVISIONS**

2.1 **INDEPENDENT CONTRACTOR.** For all purposes arising out of this Agreement, it is understood and agreed that **CONTRACTOR** is at all times an independent contractor and that no relationship of employer-employee exists

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. CONTRACTOR shall not knowingly employ in any capacity, paid or volunteer staff convicted of any crime of violence (including cruelty to animals) or of any sexual crime against an adult or child. CONTRACTOR shall immediately notify COMMISSION of the arrest or the conviction, for other than minor traffic offenses, of any paid employee or volunteer staff when such information becomes known to CONTRACTOR.

**2.4 RESPONSIBILITY FOR EQUIPMENT.** COMMISSION shall not be responsible nor be held liable for any damage to person or property consequent upon the use or misuse of any equipment used by CONTRACTOR or any of CONTRACTOR's employees. If equipment is furnished, rented, or loaned to CONTRACTOR by COMMISSION. The acceptance or use of any such equipment by CONTRACTOR or CONTRACTOR's employees shall be construed to mean that CONTRACTOR accepts full responsibility for and agrees to exonerate, indemnify and hold harmless COMMISSION from and against any and all claims for any damage whatsoever resulting from the use, or misuse, of such equipment.

**2.5 INDEMNIFICATION AND HOLD HARMLESS.** All activities and work covered by this Agreement shall be at the risk of CONTRACTOR alone. CONTRACTOR agrees to defend, indemnify and hold harmless COMMISSION, including all of its Commissioners, committee members, employees, agents and volunteers, against any and all claims or lawsuits, judgments, debts, demands and liability whether against CONTRACTOR, COMMISSION or others, including those arising from injuries or death of persons and for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by CONTRACTOR, save and except claims or litigation arising through the negligence or wrongdoing, or the willful misconduct of COMMISSION. COMMISSION agrees to defend, indemnify and hold harmless CONTRACTOR including all of its employees, agents, representatives, and attorneys against any and all claims or lawsuits, judgments, debts, demands and liability whether against the subcontractor, CONTRACTOR, COMMISSION or others, including those arising from injuries or death of persons and for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by the subcontractor, save and except claims or litigation arising through the negligence, wrongdoing, or the willful misconduct of CONTRACTOR and COMMISSION, as applicable.

**2.6 INSURANCE.**

2.6.1 CONTRACTOR, at its sole cost and expense, shall obtain and maintain in full force, during the term of this Agreement, the following types of insurance:

2.6.1.1 Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 each occurrence and \$2,000,000 General Aggregate. Personal and Advertising Injury liability, in the amount of \$1,000,000 per occurrence, Products/Completed Operations aggregate in the amount of 1,000,000 and \$100,000 limit for Damage to Premises Rented To You, if applicable.

2.6.1.2 Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury and property damage, including owned (if any, which requires symbol 1 coverage), non-owned and hired automobiles.

2.6.1.3 Personal Automobile Liability coverage, in the minimum amounts of \$250,000 per Person and \$500,000 each Accident Bodily Injury and \$100,000 each Accident Property Damage for each vehicle to be operated in association with this contract that is not insured under Commercial Automobile Liability.

2.6.1.4 Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of CONTRACTOR and Employer's Liability in the minimum amount of \$1,000,000, and a waiver of subrogation in favor of COMMISSION.

2.6.1.5 Professional Liability coverage in the minimum amount of \$1,000,000 each claim and \$2,000,000 annual aggregate with a maximum deductible of \$2,500 per claim.. Policy shall be maintained for one year after the end of the contract period.

2.6.1.6 All the insurance companies providing coverage under this Agreement must be A.M. Best rated A: VIII with the exception of the workers compensation insurance if provided by State Compensation Insurance Fund. Insurance coverage must be provided by California licensed and admitted carriers, with the exception of Professional Liability.

2.6.2 All insurance required under this Agreement shall be primary coverage as respects COMMISSION, and any insurance or self-insurance maintained by COMMISSION shall be in excess of CONTRACTOR's insurance coverage and shall not contribute to CONTRACTOR's coverage. COMMISSION is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements. If CONTRACTOR is self-insured, CONTRACTOR shall maintain the insurance enumerated in Section 2.6 herein during the term of this Agreement to pay covered claims which may arise as a result of CONTRACTOR's performance of this Agreement.

2.6.3 The Ventura County Children and Families First Commission is to be named as Additional Insured with respect to work done by CONTRACTOR under the terms of this Agreement on all policies required. However, this paragraph 2.6.3 shall not be construed to apply to Workers' Compensation coverage.

2.6.4 CONTRACTOR agrees to provide COMMISSION with the following insurance

documents within 14 days after the execution of this Agreement.

**2.6.4.1 Certificates of Insurance for coverage required under this Agreement; and**

**2.6.4.2 Additional insured endorsements.**

2.6.5 District represents that it is self-insured and participates in the Ventura County School Self Funding Authority and that during the term of this agreement it shall maintain the insurance enumerated in Section 2.6 herein to pay covered claims which may arise as a result of District's performance of this Agreement.

- 2.7 ASSIGNABILITY.** Each party shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of the parties thereto; provided, however, that claims for money due or to become due to CONTRACTOR from COMMISSION under this Agreement may be assigned without such approval and notice of any such assignment or transfer shall be furnished promptly to COMMISSION.
- 2.8 INTEREST OF CONTRACTOR.** CONTRACTOR covenants that CONTRACTOR presently has no interest, including, but not limited to, other projects or independent contracts, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement, and shall not directly or indirectly acquire any such interest. CONTRACTOR further covenants that in the performance of this Agreement no person known to CONTRACTOR to have any such interest shall be employed or retained by CONTRACTOR under this Agreement. CONTRACTOR shall not hire COMMISSION's employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of COMMISSION.
- 2.9 HIRING DIRECTORS PROHIBITED.** CONTRACTOR shall not engage, nor compensate from contract funds, any of its governing body without the written approval of the COMMISSION.
- 2.10 SUBCONTRACTS.** Functions undertaken by CONTRACTOR may be carried out under subcontracts. All subcontracts, inclusive of service provisions and budgets, shall be in writing and copies provided to COMMISSION within sixty days of execution of this Agreement. No subcontract shall alter in any way any legal responsibility of CONTRACTOR to COMMISSION. COMMISSION has the right to refuse reimbursement for obligations incurred under any subcontract, which do not comply with the terms of this Agreement.
- 2.11 POLITICAL ACTIVITIES PROHIBITED.** None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. Neither the contract nor any funds provided hereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.
- 2.12 RELIGIOUS ACTIVITIES PROHIBITED.** There shall be no religious worship, instructions or proselytization as part of, or in connection with the performance of this Agreement. Active participation in religious worship or instruction cannot be a prerequisite for individuals receiving services utilizing Proposition 10 dollars. Expenditures of Proposition 10 dollars for religious services and practices are specifically prohibited. CONTRACTOR must indicate how unlawful expenditures of Proposition 10 dollars for religious services and

practices are to be avoided. Any religious indoctrination or encouragement incidental to the delivery of services under the application is strictly prohibited.

- 2.13 LICENSES AND STANDARDS.** CONTRACTOR shall conform with all applicable federal, state, county and local rules and regulations, including facility and professional licensing and certification laws, and shall keep in effect any and all licenses, permits, notices and certificates as are required for the duration of this Agreement. CONTRACTOR shall further comply with, and be solely responsible for compliance with, all laws applicable to wages and hours of employment, nondiscrimination, occupational safety, environmental safety, fire safety, and health and sanitation. CONTRACTOR shall comply with all rules and regulations set forth in Federal Office of Management and Budget (OMB) Circular A-122 (cost principles for nonprofit organizations) or OMB Circular A-21 (cost principles for educational institutions) or OMB Circular A-87 (cost principles for state and local governments) as applicable to form of entity by which CONTRACTOR transacts its business.
- 2.14 COMPLIANCE WITH FIRST 5 CALIFORNIA (F5CA).** CONTRACTOR shall comply with all rules, regulations, requirements, and directives of F5CA which impose duties and limitations upon COMMISSION relating to activities performed by CONTRACTOR under this Agreement, including reporting and evaluation, which are equally applicable to and made binding upon CONTRACTOR.
- 2.15 CONFIDENTIALITY.** COMMISSION and CONTRACTOR agree to maintain the confidentiality of all information and records regarding Program participants or their immediate families, except as other-wise required by law.
- 2.16 MAINTENANCE OF RECORDS.** CONTRACTOR agrees to maintain all records pertaining to service delivery and fiscal and administrative control for five (5) years after final payment has been made, or until all pending COMMISSION, state, or federal audits are completed, whichever is later. Upon request, CONTRACTOR shall make these records available within Ventura County to all authorized COMMISSION, state (including Auditor General) and federal personnel.
- 2.17 CUSTODY OF RECORDS.** At its option, COMMISSION may within four (4) years of the Agreement's termination take custody of CONTRACTOR's client records related to services provided under this Agreement upon Agreement termination. COMMISSION agrees that such custody shall conform to applicable confidentiality provisions of state and federal law. Said records shall be kept by COMMISSION in an accessible location within Ventura County and shall be available to CONTRACTOR for examination and inspection.
- 2.18 FISCAL AND PERFORMANCE AUDITS AND INSPECTION OF RECORDS.** Authorized federal, state or county representatives shall have the right to monitor, assess, or evaluate CONTRACTOR's performance of Agreement in accordance with federal and state laws and regulations. The monitoring, assessments, or evaluations shall relate only to Program and may include but are not limited to audits, inspection of premises, reports, and interviews of Program staff and participants. At any time during normal business hours, and as often as COMMISSION may deem reasonably necessary, CONTRACTOR shall make available to COMMISSION, or authorized state, federal, or county officials for examination, all records pertaining to all matters covered by this Agreement and shall permit county, state or federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all



invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement.

## **2.19 AUDIT REQUIREMENTS.**

2.19.1 The Single Audit Act requires sub-recipients (CONTRACTOR) receiving \$500,000 or more of federal funds in a fiscal year to obtain an audit performed in accordance with the United States Office of Management and Budget (OMB) Circular A-128, A-133, or A-110. At a minimum, reports shall:

2.19.1.1 Indicate that the audit was performed in accordance with generally accepted government audit standards.

2.19.1.2 Indicate whether the service provision was operated in compliance with the terms of federal grants, contain a statement on internal controls, and specify the amount of funds received from COMMISSION.

2.19.2 CONTRACTOR shall submit to COMMISSION copies of audit(s) and management letter(s) completed in accordance with this paragraph 2.22 within thirty (30) days of receipt by CONTRACTOR.

**2.20 PROGRESS REPORTS.** CONTRACTOR shall submit to COMMISSION progress reports in a format approved by COMMISSION, in accordance with the schedule outlined in Exhibit A. The report shall detail all work performed for the reporting period outlined in Exhibit A under this Agreement by CONTRACTOR.

**2.21 EVALUATION STUDIES.** As requested by COMMISSION and State Commission (CCFC), CONTRACTOR shall participate in research and evaluation studies designed to show the effectiveness of CONTRACTOR services or to provide information about CONTRACTOR's Program.

2.21.1 CONTRACTOR shall collect process and demographic data on participants, where appropriate.

2.21.2 CONTRACTOR shall collect service and outcome data with measurement tools provided by COMMISSION.

2.21.3 CONTRACTOR shall enter data in GEMS (Grant Evaluation and Management Solution) software program.

2.21.4 CONTRACTOR shall submit complete data, in accordance with the schedule outlined in Exhibit A.

**2.25 WITHHOLDING.** If CONTRACTOR fails to comply with the conditions of this Agreement regarding reporting requirements in section 2.20 and in section 2.21 herein, the COMMISSION, at its sole discretion, may withhold payments until the deficiency is corrected.

**2.23 OWNERSHIP, PUBLICATION, REPRODUCTION AND USE OF MATERIAL.** COMMISSION shall have a royalty-free, non-exclusive and irrevocable license to publish, copy, translate, or use now and hereafter, all documents, data, films, tapes, and other materials developed by CONTRACTOR under this Agreement, including materials covered by copyright, and COMMISSION and CONTRACTOR reserves the right to authorize others to use or reproduce such materials. COMMISSION shall retain ownership and have access to any report, preliminary findings, or data assembled by CONTRACTOR under this Agreement. All such materials developed under the terms of this Agreement shall acknowledge the COMMISSION as the funding agent of the publication when applicable. In addition, CONTRACTOR must receive written permission from the COMMISSION prior to publication of any materials developed under this Agreement, and file with the

COMMISSION a copy of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this Agreement prior to publication. CONTRACTOR also agrees that if CONTRACTOR enters into any Agreements with other parties in order to perform the work required under this Agreement, CONTRACTOR will require the Agreements to include clauses granting the COMMISSION a royalty-free, non-exclusive, nontransferable, irrevocable license to reproduce, prepare derivative works, and distribute copies of the copyrighted works created, produced, developed or delivered under such Agreements.

**2.24 ATTRIBUTION.** CONTRACTOR agrees to use the First 5 Ventura County logo ("Logo"), provided by COMMISSION, for all printed material specific to the Program funded by COMMISSION under this Agreement. Materials shall include, but not be limited to brochures; flyers; handbooks; television, radio, print ads, and public service announcements; and presentations. If the CONTRACTOR performs a Program that is identified in the COMMISSION's Strategic Plan then they are required to use the Logo adapted for their Program. If there is a separate logo for the Program, the Logo placed shall be placed on the same page as the Program logo. When a majority of the Program funding is from the COMMISSION, the Logo size shall be larger or equal to that of the Program logo. When less than a majority of the Program funding is from the COMMISSION, the Logo shall not be less than 50% of the Program logo. The Logo and attribution language can be used in combination. Attribution language may include, "Funded by:" placed over the logo, or "Supported through a grant from:" placed over the logo. For COMMISSION's Neighborhood for Learning programs, "First 5" shall precede the name of the Neighborhood for Learning. CONTRACTOR shall refer to the program as the "First 5 [insert name of NfL community] Neighborhood for Learning" in all verbal communications and materials as defined in Section 2.24 herein.

**2.25 CHANGES AND AMENDMENTS.** COMMISSION and CONTRACTOR may from time to time modify this Agreement. Such changes shall be effective when incorporated in written amendments to this Agreement and approved and executed by COMMISSION and CONTRACTOR. If any provisions of this Agreement are held invalid, the remainder of this Agreement shall not be affected thereby if such remainder conforms to the terms and requirements of applicable law.

## **2.26 TERMINATION FOR CAUSE.**

2.26.1 Upon breach of this Agreement by either party hereto, the other party shall have the right, by giving written notice specifying the effective date, to terminate this Agreement in whole or in part for cause, which may include but is not limited to:

2.26.1.1 Failure for any reason of a party to fulfill, in a timely and proper manner, its obligations under this Agreement, including payment of funds or compliance with the approved Program and attached conditions, and such statutes, Executive Orders, and federal directives as may become applicable at any time; or

2.26.1.2 Submission by CONTRACTOR to COMMISSION of reports that are incorrect or incomplete in any material respect; or

2.26.1.3 CONTRACTOR's ineffective or improper use of funds provided by COMMISSION under this Agreement.

2.26.2 Upon a breach, COMMISSION, at its sole discretion or at direction of CCFC, and in addition to and any other remedies available at law, in equity, or otherwise specified in this Agreement, including immediate termination, may take any one or more of the following actions:

2.26.2.1 Afford CONTRACTOR a time period within which to cure the breach, which period shall be established at sole discretion of the Commission Representative or at direction of CCFC.

2.26.2.2 Discontinue payment to CONTRACTOR for the inclusive period in which CONTRACTOR is in breach, which payment shall not be entitled to later recovery.

2.26.2.3 Withhold funds pending curing of the breach.

2.26.2.4 Offset against any monies billed by CONTRACTOR but yet unpaid by COMMISSION those monies disallowed pursuant to 2.26.1 above.

**2.27 TERMINATION FOR CONVENIENCE.** Either COMMISSION or CONTRACTOR may terminate this Agreement without cause, upon sixty (60) days written notice to the other party.

**2.28 TERMINATION DUE TO CESSATION OF STATE FUNDING.** COMMISSION shall have the right to terminate this Agreement upon ten (10) days written notice in the event that the receipt by COMMISSION of funds from the State for this Program is reduced, suspended or terminated for any reason. CONTRACTOR hereby expressly waives any and all claims against COMMISSION for damages arising from the termination, suspension or reduction of the funds provided by the State or federal government to COMMISSION for the Program under which this Agreement is made, or of the portion thereby delegated by this Agreement; provided said termination, suspension or reduction is not the result of COMMISSION's conduct.

**2.29 CLOSE-OUT UPON TERMINATION.** Upon termination of this Agreement, the parties shall perform all closeout procedures that are reasonable and necessary to complete the obligations owed, but not yet performed under this Agreement.

2.29.1 All reasonable and necessary costs defined under this Agreement and incurred up to the point of termination will be reimbursed to CONTRACTOR by COMMISSION.

2.29.2 Any monies owed to COMMISSION by CONTRACTOR may be offset against any compensation due to CONTRACTOR for final payment from COMMISSION, as covered under this Agreement.

2.29.3 CONTRACTOR shall return to COMMISSION any equipment, furniture, or supplies purchased in whole or in part with funds provided under this Agreement and all related parts. COMMISSION retains the right to waive this requirement.

**2.30 PARTIAL PERFORMANCE.** In the event, less than all services are performed in a proper and timely manner, CONTRACTOR shall be paid only the reasonable cost for the services performed for the payment period as determined by Commission Representative. In the event CONTRACTOR anticipates a disruption in services related to this Agreement, COMMISSION is to be notified immediately of the nature, anticipated impact, and duration of such disruption.

**2.31 FAIR HEARING.** CONTRACTOR agrees to provide a system through which recipients of service shall have the opportunity to express and have considered their views,

grievances, and complaints regarding the delivery of services.

**2.32 MONITORING AND EVALUATION.** COMMISSION shall monitor and evaluate CONTRACTOR to ensure compliance with program objectives and services contained in SECTION 3.

**2.33 CHILD ABUSE REPORTING.** CONTRACTOR shall require all employees, volunteers, consultants, subcontractors, or agents performing services under this Agreement who are required by section 11166, subdivision (a), of the Penal Code to report child abuse or neglect or are required by section 15630 of the Welfare and Institutions Code to report elder or dependent adult abuse or neglect, to sign a statement that he or she understands the reporting requirements and will comply with them.

**2.34 PARTICIPATION WITH COMMISSION FUNDED INITIATIVES.** CONTRACTOR shall actively participate with all other Commission funded initiatives in the provision of the services contemplated by this Agreement and shall coordinate such provision of services with the Neighborhoods for Learning and all other COMMISSION funded programs.

**2.35 SECURITY DEPOSITS.** If CONTRACTOR uses COMMISSION funds as its security deposit for leasing property in relation to the performance of this Agreement, CONTRACTOR shall return to COMMISSION any balance thereof within 45 days of the termination of the lease. However, if CONTRACTOR'S funding period ends prior to the termination of the lease, then any balance of the security deposit shall be returned to COMMISSION within 45 days of the close of the CONTRACTOR'S funding period.

### **SECTION 3 - SERVICE PROVISIONS**

Exhibit B attached hereto is incorporated herein by this reference.

### **SECTION 4 - FISCAL PROVISIONS**

**4.1 PAYMENT METHOD.** CONTRACTOR shall be paid in accordance with the payment method as outlined in Exhibit D, for services rendered, provided that CONTRACTOR is not in default under any provisions of this Agreement. shall be compared against the terms outlined in Section 3. Program services are to be provided throughout the full term of this Agreement. COMMISSION shall reimburse CONTRACTOR within thirty (30) working days after the receipt of a complete and accurate invoice. However, payment by COMMISSION in greater than 30 days, but less than 60 days after the date of COMMISSION'S receipt of CONTRACTOR'S invoice, shall not be considered a substantial breach of this Agreement nor cause for termination of this Agreement.

**4.2 SUPPLANTING OF PROP 10 FUNDS.** Prop 10 moneys received from COMMISSION will be used only to fund new or expand existing levels of service. Moneys are prohibited to be used to fund any existing levels of service. No moneys shall be used to supplant state or local General Fund money for any purpose, pursuant to the Revenue and Taxation Code Section 30131.4.

**4.3 EXPENDITURE REPORTS.** By the thirtieth (30th) calendar day following the close of each payment period as outlined in Exhibit A of this Agreement, CONTRACTOR shall submit to COMMISSION a complete and signed expenditure report, in accordance with Exhibit A, to reconcile expenditures against disbursements. CONTRACTOR may have up to forty-five (45) days to submit the final report for expenditures through the end of

each funding period. Expenditure report shall be prepared in a format approved by COMMISSION. Such report shall include an itemized listing, as detailed in budget, Exhibit C for each corresponding funding period, of actual services rendered. The expenditure report shall be submitted to: First 5 Ventura County, 2580 East Main Street, Suite 203, Ventura, California 93003. COMMISSION shall review the expenditure report, verify adherence to Agreement requirements and services, and authorize payments to CONTRACTOR based upon claims submitted, provided that CONTRACTOR is not in default under any provisions of this Agreement. COMMISSION shall not pay for unauthorized services rendered neither by CONTRACTOR nor for claimed services which COMMISSION'S monitoring staff shows have not been provided as required by this Agreement.

4.3.1 Final year-end expenditure reports received more than 60 days after the close of each funding period shall have a five (5) percent penalty imposed on the final reported amount. CONTRACTOR may submit a written appeal of the penalty to the COMMISSION if there were extenuating circumstances that prohibited the timely submission of the report, but the COMMISSION retains the exclusive right to decide whether it will waive the penalty or not.

**4.4 SUPPLEMENTAL INVOICES.** No supplemental invoice shall be accepted by COMMISSION without prior notification to COMMISSION of the need and justification for such an invoice and authorization by COMMISSION to submit such invoice. Payments for authorized supplemental invoices shall be made as part of the next regular claim cycle.

**4.5 BUDGET JUSTIFICATION.**

4.5.1 Line Item. CONTRACTOR charges shall be justified by the line item budget as attached, which is made a part of this Agreement by reference as Exhibit C, and which shall constitute a commitment by CONTRACTOR to deliver the basic categorical resources stated herein.

4.5.2 Budget Changes. CONTRACTOR may transfer funds between the line items set forth in Exhibit C for each corresponding funding period if such transfers represent less than a 10 percent increase to that item. Changes greater than 10 percent must be negotiated with and approved by the COMMISSION. No change pursuant to this provision shall increase the maximum amount of the contract.

**4.6 WORKING CAPITAL.** CONTRACTOR must provide for sufficient working capital to meet the fiscal demands of this Agreement.

**4.7 BUDGET DEVIATIONS.** Deviations exceeding 10 percent (10%) of any single category proposed in the line item budget (Exhibit C) must receive prior COMMISSION approval before payment to CONTRACTOR. In the event the actual cost of the Program is less than specified in Exhibit C, any unspent grant funds shall revert to COMMISSION. In the event the Program costs more than originally specified, CONTRACTOR shall bear the responsibility for the excess cost.

**4.8 MINIMUM STANDARDS.** CONTRACTOR shall maintain the following minimum standards with regard to salaries and benefits for Program employees:

4.8.1 All of the Program employees shall receive basic statutory coverage of Workers' Compensation, and Unemployment Insurance Benefits; and

4.8.2 All wages and benefits paid to Program employees which are no less than the minimum, required by applicable state and federal law.

**4.9 AUDIT EXCEPTIONS.** CONTRACTOR agrees to indemnify COMMISSION for State audit exceptions resulting from contract non-compliance on the part of CONTRACTOR, and for claims made against COMMISSION arising from CONTRACTOR performance of this Agreement. COMMISSION agrees to indemnify CONTRACTOR for State audit exceptions resulting from contract non-compliance on the part of COMMISSION, and for claims made against CONTRACTOR arising from COMMISSION performance of this Agreement.

**4.10 CONDITIONS PREREQUISITE TO PAYMENTS.** Notwithstanding any other provision of this Agreement, and provided that the action taken is proportionate to CONTRACTOR's alleged conduct, COMMISSION may elect not to make a particular payment on this Agreement if:

4.10.1 Misrepresentation. CONTRACTOR knowingly made any misrepresentation of a material fact with respect to any information furnished by CONTRACTOR, directly to COMMISSION.

4.10.2 Litigation. There is then pending litigation with respect to the performance by CONTRACTOR of any of its duties or obligations necessary hereunder which may jeopardize or adversely affect the undertaking or the carrying out of the Program.

4.10.3 Unauthorized Actions by CONTRACTOR. CONTRACTOR shall have taken any action pertaining to this Agreement, which required prior COMMISSION approval, without having first received said approval.

4.10.4 Default. CONTRACTOR is in default under any provision of this Agreement and has not cured or taken reasonably prompt steps to commence the curing of such default.

4.10.5 Fiscal and Non-Fiscal Reporting. CONTRACTOR has not submitted the required statements and reports as specified in this Agreement.

**4.11 SUSPENSION OF SERVICES.** If COMMISSION withholds payment pursuant to this section CONTRACTOR may suspend providing services under this Agreement, after giving the COMMISSION ten (10) days' notice thereof, until the parties hereto have resolved the issue which gave rise to the COMMISSION's withholding of payment.

**4.12 REIMBURSEMENT.** CONTRACTOR shall not claim reimbursement from COMMISSION, or apply sums received from COMMISSION, with respect to that portion of its obligations, which have been paid by another source of revenue. CONTRACTOR agrees that it shall not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining (1) state funds under any state program, or (2) COMMISSION funds under any COMMISSION program, without prior written approval of COMMISSION.

**4.13 PURCHASE OF FIXED ASSETS.** CONTRACTOR shall not purchase any fixed asset in excess of \$5,000 under the terms of this Agreement, unless prior written permission is obtained from the COMMISSION.

**4.14 MATCHING FUNDS.** CONTRACTOR shall provide matching funds in accordance with the minimum percent outlined in Exhibit C for each corresponding funding period of payments made to CONTRACTOR by COMMISSION. "Matching funds" are defined as the resources (cash or in-kind) provided by CONTRACTOR

used to accomplish a proposed scope of work. Matching funds shall be verifiable from the Contractor's records. Actual amounts shall be reported on the invoice. If at the end of the contract period, the project is unable to/did not meet the minimum match requirement, the Commission reserves the right to reduce and/or recover the proportional amount of funds provided to the project.

**SECTION 5 - MISCELLANEOUS**

- 5.1 **GOVERNING LAW.** This Agreement was executed and delivered within the State of California, and the rights and obligations of the parties hereto shall be construed and enforced in accordance with and governed by the laws of the State of California.
- 5.2 **WAIVER.** The failure of a party to insist in any one or more instances upon the performance of any provision of this Agreement shall not be construed as a waiver or relinquishment of that party's right to future performance of such provision and the other party's obligation in respect to such future performance shall continue in full force and effect.
- 5.3 **COMPLIANCE WITH LAWS.** In the performance of this Agreement, both parties shall comply with all laws, rules, regulations, decrees and other ordinances issued by any governmental or other state or federal authority relating to the subject matter of this Agreement in the performance by the parties hereto of their obligations hereunder.
- 5.4 **WHOLE AGREEMENT.** This Agreement sets forth and shall constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede any and all promises, representations, warranties or other statements, whether written or oral, made by or on behalf of one party to the other of any nature whatsoever or contained in any leaflet, brochure or other document given by one party to the other concerning such subject matter.
- 5.5 **NO JOINT VENTURE, PARTNERSHIP OR AGENCY.** Nothing in this Agreement shall create a partnership, agency or joint venture between the parties hereto, and, save as expressly provided in this Agreement, neither party shall enter into or have authority to enter into any engagement or make any representation or warranty on behalf or pledge the credit of or otherwise bind or obligate the other party hereto.

- 5.10 **ENTIRE AGREEMENT.** The terms and conditions set forth in Exhibits A, B, C, and D attached hereto are incorporated herein by this reference. This Agreement contains all the terms and conditions agreed upon by COMMISSION and CONTRACTOR and no other understanding, oral or otherwise, regarding this Agreement shall be deemed to bind any of the parties to this Agreement.

- 5.6 **COMMUNICATIONS.** A communication shall have effect for the purpose of this Agreement and shall be deemed to have been received by the party to whom it was made:

(a) If delivered by hand, upon receipt by the relevant person for whose attention it should be addressed under Paragraph 1.4, or upon receipt by any other person then upon the premises at the relevant address who reasonably appears to be authorized to receive mail or other messages on behalf of the relevant party; and (b) If sent by telex or facsimile, upon the transmission of the communication to the relevant telex or facsimile number and the receipt by the transmitting telex or facsimile machine of any answer back code showing that the telex or facsimile message has been received properly by the telex or facsimile machine to which it was transmitted; and (c) If sent by certified mail, seven (7) days after the date upon the certified mail receipt provided by the relevant postal authority. Each party shall be obligated to send a notice to the other, in accordance with this section of any changes in details contained in Paragraph 1.4, which details shall then be deemed to have been amended accordingly.

- 5.7 **AUTHORITY TO EXECUTE.** Each individual executing this Agreement on behalf of a party hereto represents and warrants that he/she has been fully empowered to execute this Agreement and that all necessary actions to authorize the execution of this Agreement have been taken.
- 5.8 **NO RIGHTS CONFERRED ON THIRD PARTIES.** Nothing in this Agreement whether express or implied is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it, nor anything in this Agreement is intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action over or against any party to this Agreement.
- 5.9 **SIGNATURES.** This Agreement may be executed simultaneous in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS THEREOF, COMMISSION and CONTRACTOR have executed this Agreement on the dates indicated.

**CONTRACTOR APPROVAL**

Lisa A. Franz  
(Signature)

Lisa Franz, Director of Purchasing  
(Typed Name/Title)

6-27-13  
(Date)

**COMMISSION APPROVAL**

Claudia Harrison  
(Signature)

Claudia Harrison, Executive Director  
(Typed Name/Title)

7/1/13  
(Date)

OXNARD SCHOOL DISTRICT  
**OXNARD NEIGHBORHOOD FOR LEARNING**  
 July 1, 2013 to June 30, 2014

**REPORTING TIMELINES**

*Narrative Progress Reports (Contract Section 2.20 - Progress Reports) and Participant, Service, and Outcome Data (Contract Section 2.21 - Evaluation Studies)*

Reports and data shall detail work performed in Section 3: Service Provisions, Exhibit B.

Period	Report type	Due date
July 1, 2013 – September 30, 2013	Quarter 1	October 30, 2013
October 1, 2013 – December 31, 2013	Quarter 2	January 30, 2014
January 1, 2014 – March 31, 2014	Quarter 3	April 30, 2014
April 1, 2014 – June 30, 2014	Quarter 4 & cumulative final for FY2013-14	July 30, 2014

**EXPENDITURE REPORTING TIMELINES**

*Fiscal Provisions (Contract Section 4.1, 4.3 – Payment Method, Expenditure Reports)*

Financial reports shall adhere to Section 4: Budget, Exhibit C and Exhibit D.

Period	Invoice type	Due by
July 1, 2013 – September 30, 2013	Quarter 1	October 30, 2013
October 1, 2013 – December 31, 2013	Quarter 2	January 30, 2014
January 1, 2014 – March 31, 2014	Quarter 3	April 30, 2014
April 1, 2014 – June 30, 2014	Quarter 4 & cumulative final for FY2013-14	July 30, 2014

**Submit to:**

First 5 Ventura County  
 2580 East Main Street, Suite 203  
 Ventura, California 93003

**OXNARD SCHOOL DISTRICT  
OXNARD NEIGHBORHOOD FOR LEARNING**

July 1, 2013 to June 30, 2014

**3.1 Program Description:** The Program promotes school readiness by maintaining partnerships between families, schools, and community to ensure parents and children prenatal to five years old receive the support necessary so children enter kindergarten ready to learn. Direct services outlined below are evidenced based and results oriented. Services are designed to improve the access and utilization of comprehensive early learning, health, and family strengthening resources. The Oxnard NLF collaborates with community agencies in order to maintain a seamless and integrated yet unduplicated system of care for young children and their families, and to support the continuous improvement of environments critical to children's health, education and well being. The Oxnard NLF in partnership with the Oxnard School District shall maintain five (5) access points for the delivery of services to the target population.

**3.2 Program Outcome(s) - Early Learning:** Children participate in quality preschool. Parents are engaging children in early learning and are reading to their children often and from an early age. **Family Strengthening:** Parents are linked with services they need and other resources they are eligible for (e.g. food stamps, subsidized housing). Parents have the tools, resources and supports for healthy attachments and positive interactions with their children, e.g. knowledge of early childhood development, their role in promoting healthy development, access to community supports.

Program Component Description		Participants		Quantitative Performance Measure		Qualitative Performance Measure			
No.	Activity	Method	Milestones/ Objectives	Projected # of Service Units of Interactions per participant	Participant Type	Core	Projected # of Participants	Projected # of Service Contacts (Interactions/ service units x participants)	Outcome Performance Measure
3.3.1	Early education program for children (Marina West)	Class	15 ECE spaces (half day) x 2 sessions = 30 spaces	128 contacts	Children 0-5	Yes	30 participants	3,840	# and % increase in children mastering the integrating and building level of the 4 result areas of the preschool aged DRDP PDEF20
3.3.2	Early education program for children (Harrington)	Class	24 ECE spaces (half day) x 3 sessions = 72 spaces	180 contacts	Children 0-5	Yes	72 participants	12,960	# and % increase in children mastering the integrating and building level of the 4 result areas of the preschool aged DRDP PDEF20

**OXNARD SCHOOL DISTRICT  
OXNARD NEIGHBORHOOD FOR LEARNING**

July 1, 2013 to June 30, 2014

3.3.3	Early education program for children ( <i>Ramona</i> )	Class	24 ECE spaces (half day) X 2 sessions = 48 spaces	180 contacts	Children 0-5	Yes	48 participants	8,640	# and % increase in children mastering the integrating and building level of the 4 result areas of the preschool aged DRDP 2010	DRDP-PS2010 PDEF20
3.3.4	Early education program for children ( <i>Sierra Linda</i> )	Class	17 ECE spaces (half-day) X 4 sessions = 68 spaces	128 contacts	Children 0-5	Yes	68 participants	8,704	# and % increase in children mastering the integrating and building level of the 4 result areas of the preschool aged DRDP 2010	DRDP-PS2010 PDEF20
3.3.5	Early education programs for children ( <i>School Readiness Preschool at St. Paul's Methodist Church</i> )	Class	24 ECE spaces (half day) X 2 sessions = 48 spaces	180 contacts	Children 0-5	Yes	48 participants	8,640	# and % increase in children mastering the integrating and building level of the 4 result areas of the preschool aged DRDP 2010	DRDP-PS2010 PDEF20
3.3.6	Early education program for children ( <i>E/m</i> )	Class	22 ECE half-day spaces	180 contacts	Children 0-5	Yes	22 participants	3,960	# and % increase in children mastering the integrating and building level of the 4 result areas of the preschool aged DRDP 2010	DRDP-PS2010 PDEF20

**OXNARD SCHOOL DISTRICT  
OXNARD NEIGHBORHOOD FOR LEARNING**  
July 1, 2013 to June 30, 2014

Program Component Description										
No.	Activity	Method	Milestones/ Objectives	Projected Units of Service (# of Interactions per participant)	Participants		Quantitative Performance Measure		Qualitative Performance Measure	
					Participant Type	Core	Projected # of Participants	Projected # of Service Contacts (Interactions/ service units x participants)		
3.3.7	Kindergarten transition programs for children	Class	3 hour half day sessions, 7 sessions in total	19 contacts	Children 0-5	Yes	140 participants	2,660 preschool-aged Mini-DRDP	# and % of participants who have fully mastered the four result areas of the Mini-DRDP: PDEF4	OPM Tool

Program Component Description										
No.	Activity	Method	Milestones/ Objectives	Projected Units of Service (# of Interactions per participant)	Participants		Quantitative Performance Measure		Qualitative Performance Measure	
					Participant Type	Core	Projected # of Participants	Projected # of Service Contacts (Interactions/ service units x participants)		
3.3.8	Kindergarten transition programs for parents	Workshop	24 workshops in Q4 (April - June 2011)	4 contacts	Parents	Yes	240 participants	960	# and % of participants reporting good transition to kindergarten	Kindergarten Transition: VF5-OQPR049-038



**OXNARD SCHOOL DISTRICT  
OXNARD NEIGHBORHOOD FOR LEARNING**

July 1, 2013 to June 30, 2014

Program Component Description										
Provide supports for children who are not eligible for Special Education Services but would benefit from short term Speech and Language Enrichment services. This is a Parent and Child Together (PACT) activity with a hands on approach to support children's language development, focusing on transferability of strategies to a child's natural environment (home, school, and in the community). A brief observation and/or assessment by BEST and/or Tri-Counties determines eligibility into the program. Preschool speech therapists, preschool instructional assistants provide the services. The program consists of multiple 6 week series, 45 minute program scheduled twice per week for small groups of parent/child dyads. Classroom located at Kamala Elementary. Oxnard School District provides this service provision.										
No.	Activity	Method	Milestones/ Objectives	Projected Units of Service (# of interactions per participant)	Participants	Projected # of Participants	Projected # of Service Contacts (interactions/ service units x participants)	Qualitative Performance Measure	Quantitative Performance Measure	OPM Tool
3.3.9	Early education programs for parents and children together (PACT)	Class	8 cohorts, 6 weeks per cohort = 48 sessions	2 contacts per week x 6 weeks = 12 contacts	Parents and Children 0-5	96 participants	1,152	# and % of participants reporting positive child/parent interaction		PACT & Family Literacy, PDEF6

Program Component Description										
Provide supports to strengthen bonds between parents and their children and the responsiveness to toddler's needs by increasing knowledge and understanding of the development of young children. Aprendiendo con Mama y Papa is a series of Parent and Child Together (PACT) classes oriented around activities which encourage parents to interact with and stimulate their child's social, emotional, physical, cognitive and sensory development. Workshops will be culturally relevant to the Mixtec population and will focus on easily reproduced activities at home, and will include singing, dancing, counting games, manipulative, art, nutrition, book-sharing. Each series will consist of 6-8 parent/child dyads, for 6 weeks - one time per week for 60 minutes. Series will be offered at self contained locations that lend themselves to the needs of young children. Subcontracted to Mixteco Indigena Community Organizing Project										
No.	Activity	Method	Milestones/ Objectives	Projected Units of Service (# of interactions per participant)	Participants	Projected # of Participants	Projected # of Service Contacts (interactions/ service units x participants)	Qualitative Performance Measure	Quantitative Performance Measure	OPM Tool
3.3.10	Early education programs for parents and children together (PACT)	Class	7 series, 6 weeks per series x two locations = 42 sessions	1 contact per week x 6 weeks	Parents and Children 0-5	111 participants	666	# and % of participants reporting positive child/parent interaction		TBD--See operational provision 3.3.21

**OXNARD SCHOOL DISTRICT  
OXNARD NEIGHBORHOOD FOR LEARNING**

July 1, 2013 to June 30, 2014

**Program Component Description**

Provide child development and nurturing support for parents of infants to 2 year olds. Play and learn workshops are designed to improve parent's understanding of basic child development, healthy parent/child interactions, and responsiveness to babies' needs. My Parents & Me / Mis Padres y Yo sample topics include: Infant massage, Essential touch, Nurturing home environments (for optimal learning), Parent/child communication, Safety at Home, Basic Child Development. Two cohorts of parent/child dyads; (1) infants to 1 year olds, (2) 1 year olds to 2 year olds. Various community agencies and Oxnard School District sites host the Mis Padres y Yo series in order to recruit participants from a wide range of Oxnard neighborhoods. Classes are offered during weekday morning and afternoons as well as some early evenings and Saturdays to accommodate schedules of working parents. Each series = 6 workshops. Subcontracted to El Centrito Family Learning Centers.

No.	Activity	Method	Milestones/ Objectives	Projected Units of Service (# of interactions per participant)	Participants		Quantitative Performance Measure		Qualitative Performance Measure	
					Participant Type	Core	Projected # of Participants	Projected # of Service Contacts (interactions/ service units x participants)	Outcome Performance Measure	OPM Tool
3.3.11	Early education programs for parents and children together (PACT)	Class	16 cohorts per series x 6 weeks, repeated 2x = 96 classes	6 contacts per participant	Children 0-5 and Parents	Yes	160 participants	960	# and % of participants reporting positive parent-child interaction	PACT & Family Literacy, PDEF6

**Program Component Description**

We Play We Learn (PACT) promotes positive parent/child relationships, supports social and language rich environments. Key strands embedded throughout the sessions provide parents with an opportunity to build skills and learning around Positive Adult/Child Interactions, Child Development, Brain Development, Early Literacy, Healthy Life Choices. This activity targets parents and children 3-4 years old. Each session provides hands on experiences for parents and their children which can be easily replicated and reinforced at home. Each series consists of 6 sessions, once per week for 45 minutes for small groups of 8-10 parent/child dyads. Oxnard School District provides this service provision.

No.	Activity	Method	Milestones/ Objectives	Projected Units of Service (# of interactions per participant)	Participants		Quantitative Performance Measure		Qualitative Performance Measure	
					Participant Type	Core	Projected # of Participants	Projected # of Service Contacts (interactions/ service units x participants)	Outcome Performance Measure	OPM Tool
3.3.12	Early education programs for parents and children together (PACT)	Class	3 cohorts x 6 weeks = 18 classes	6 contacts per participant	Parents and Children 0-5	Yes	36 participants	216	# and % of participants reporting positive parent-child interaction	PACT & Family Literacy, PDEF6

**OXNARD SCHOOL DISTRICT  
OXNARD NEIGHBORHOOD FOR LEARNING**

July 1, 2013 to June 30, 2014

Program Component Description										
<p>Family Strengthening Services are built on the underlying principle that children do well when their families do well and families do better when they live in supportive neighborhoods. The overall goals for the project are: 1) Health and Safety of children and families, 2) Early identification of Social and Emotional Needs, and 3) Family Supports. Family Strengthening Services will focus on building the "protective factors" of children and families, which include nurturing and attachment, knowledge of parenting and child development, parental resilience, social connections, concrete supports for parents and the healthy social and emotional development of children. Provide Service Coordination/Case Management, Resource and Referral, to health, dental, vision, mental health, and other social services accessed through Family Resource Centers (FRCs) and community agencies. A strength-based model is used as the foundation of case management for intensive family needs. Case managed clients are administered pre and post family development assessments to evaluate family functioning levels, to assist parents in developing individual long-term and short-term goals, and to demonstrate change in family functioning as a result of services. Staff facilitates a multi-disciplinary team model that serves as the basis for service coordination and the integration of services provided by health and mental health professionals, early learning providers, and other community resources. Staff implements Triple P Positive Parenting strategies as part of the Service Coordination/ Case Management services. Program staff will assist parents in the coordination of monthly Parent Advisory meetings at each FRC. Oxnard School District provides this service provision.</p>										
No.	Activity	Method	Milestones/ Objectives	Units of Service (# of Interactions per	Participants		Quantitative Performance Measure		Qualitative Performance Measure	
					Participant Type	Core Participants	Projected # of Participants	Service Contacts (Interactions/ service units x participants)	Outcome Performance Measure	OPM Tool
3.3.13	Community R&R to health and social services	In person consultation, phone consultation	N/A	1 contact	Parents	No	1500 participants	1,500	None	None
3.3.14	Service coordination/case management	Home visit, in-person, phone consultation	N/A	8 contacts	Parents	Yes	300 participants	2,400	# and % of participants reporting needs understood and needs met	Service Coordination/ Case Management: PDEF7

**OXNARD SCHOOL DISTRICT  
OXNARD NEIGHBORHOOD FOR LEARNING**

July 1, 2013 to June 30, 2014

Program Component Description										
Provide Case Management, Resource & Referral services and interpretation as needed to medical, dental, vision, mental health, and other social services accessed through Family Resource Centers (FRCs) and community agencies specifically for Mixed families. Staff will maintain case management model as the basis for coordinating strategic services for at-risk families. Promotoras will participate as members of the multi-disciplinary team for the delivery of intensive interventions for the target population. Staff will be located at Harrington and Chavez FRCs. <u>Mixed Indigenous Community Organizing Project (MICOP)</u>										
No.	Activity	Method	Milestones/ Objectives	Units of Service (# of Interactions per participant)	Participants		Quantitative Performance Measure		Qualitative Performance Measure	
					Participant Type	Core	Projected # of Participants	Projected # of Service Contacts (Interactions/ service units x participants)		Outcome Performance Measure
3.3.15	Community R&R to health and social services	In person consultation, phone consultation	N/A	1 contact	Parents	No	1500 participants	1,500	None	None
3.3.16	Service coordination/case management	Home visit, in-person, phone consultation	N/A	8 contacts	Parents	Yes	200 participants	1,600	# and % of participants reporting needs understood and needs met	TBD - See operational provision 3.3.21

Program Component Description										
Triple P Level 2 Seminar Classes and Level 3 Brief Interventions Level 2 Seminar. Provide brief information sessions/parent education classes for groups of parents who are interested in learning about children's behavior. Seminars are used to promote awareness of Triple P and as informative brief information sessions for any parent. The seminar series includes specific seminars on the following topics: The Power of Positive Parenting; Raising Confident, Competent Children; Raising Resilient Children. Provide 5 series of 3, 90 minute classes.										
No.	Activity	Method	Milestones/ Objectives	Units of Service (# of Interactions per participant)	Participants		Quantitative Performance Measure		Qualitative Performance Measure	
					Participant Type	Core	Projected # of Participants	Projected # of Service Contacts (Interactions/ service units x participants)		Outcome Performance Measure
3.3.17	Parenting Education	Class	5, 3 series seminars = 15 total	3 contacts	Parents	Yes	25 participants	75	# and % of participants with improved parenting knowledge and skills	TBD

**OXNARD SCHOOL DISTRICT  
OXNARD NEIGHBORHOOD FOR LEARNING**

July 1, 2013 to June 30, 2014

**OPERATIONAL PROVISIONS**

- 3.3.18 The Oxnard NFL will establish and maintain governance board which will be the decision making body for the NFL. The governance board will establish bylaws that have been approved by the First 5 Commission before taking effect.
- 3.3.19 The Parent Advisory groups will meet monthly at each Family Resource Center (FRC) to assess the needs of each community and provide information, programming and implementation input, dialogue and make recommendations to the Oxnard NFL Committee as to services provided through the Oxnard NFL and FRCs. Parent leadership development and empowerment support will further cultivate parent's comfort levels with formal and informal committee settings and enhance opportunities for parents to express views regarding the work of the NFL.
- 3.3.20 The NFL will maintain committees to provide a structure for broader community and participation. Family Strengthening and Early Learning Committee meetings will be held quarterly. Oxnard NFL Committee members will serve as active participants on committees.
- 3.3.21 The Oxnard NFL will participate in the development of specialized evaluation outcome performance measure questionnaires for services provided to the Mixteco population and will assist as needed in their pilot testing and implementation.
- 3.3.22 The NFL will maintain Kindergarten Transition Committees that will include school district personnel, kindergarten teachers, early learning programs, and NFL staff to develop and plan kindergarten transition activities.
- 3.3.23 The NFL will maintain a multi-disciplinary team approach of service including but not limited to: NFL staff, PHN, health educator, mental health professional, social worker, preschool teachers, MICOP Promotoras, special education staff, and other community service providers as appropriate and available.
- 3.3.24 Integrate learning's from 5 Protective Factors training series and peer review through implementation of action plan.
- 3.3.25 Oxnard NFL agencies will participate in community events to promote linkage to Early Learning and Family Strengthening services.
- 3.3.26 Triple P - Continue collaboration with Triple P Program through staff training, delivery of Level 2 and 3 services, and referral for Level 4 and 5 services.
- 3.3.27 Incorporate the F5VC Commission approved Nutrition and Physical Activity Standards into program implementation practices.

OXNARD SCHOOL DISTRICT  
OXNARD NEIGHBORHOOD FOR LEARNING  
July 1, 2013 to June 30, 2014

**BUDGET**

	COMMISSION FUNDS	MATCHING FUNDS*		TOTAL AMOUNT
		Cash Source(s)	In-Kind Support	
<b>I. PERSONNEL SERVICES</b>	665,904	15,000	19,500	<b>700,404</b>
<b>II. OPERATING EXPENSES</b>	52,354	0	375,000	<b>427,354</b>
<b>III. OTHER EXPENSES</b>				
<b>Subcontractors:</b>				
Marina West Head Start Preschool - Child Development Resources	0	81,485	0	<b>81,485</b>
Sierra Linda NfL Preschool - Child Development Resources	0	184,699	0	<b>184,699</b>
Harrington Preschool - Continuing Development, Inc.	255,701	0	25,570	<b>281,271</b>
Ramona Preschool - El Centrito	170,472	0	17,047	<b>187,519</b>
School Readiness Program - El Centrito	176,472	0	17,647	<b>194,119</b>
Infant/Toddler (PACT) My Parents & Me/Mis Padres y Yo - El Centrito	35,000	0	3,500	<b>38,500</b>
Infant/Toddler (PACT) Aprendiendo con Mama y Papa - MICOP	13,025	0	1,303	<b>14,328</b>
Case Management of Mixtec Families - MICOP	57,598	0	5,760	<b>63,358</b>
<b>Subtotal Other Expenses</b>	<b>708,268</b>	<b>266,184</b>	<b>70,827</b>	<b>1,045,278</b>
<b>IV. INDIRECT</b>	41,329			<b>41,329</b>
<b>TOTAL BUDGET</b>	<b>1,467,855</b>	<b>281,184</b>	<b>465,327</b>	<b>2,214,366</b>

\*Minimum match percent is 10%.

OXNARD SCHOOL DISTRICT  
**OXNARD NEIGHBORHOOD FOR LEARNING**  
Term: July 1, 2013 through June 30, 2014

**PAYMENT METHOD**

CONTRACTOR shall be paid in accordance with the payment method as outlined below, for services rendered, provided that CONTRACTOR is not in default under any provisions of this Agreement.

1. CONTRACTOR shall be paid in advance, in monthly installments, provided that CONTRACTOR is not in default under any provisions of this agreement as follows:
  - a. \$122,321.00 for the funding period of July 1, 2013 through June 30, 2014.
2. Advance payment will be disbursed on or about the first day of each month for the term of the contract. The last installment or remaining balance due for each funding period will be released within 30 days upon receipt of a complete and accurate Year-end Progress and Expenditure Report.
3. Payments for the period of July 1, 2013 through June 30, 2014 shall not exceed \$1,467,855.00 in accordance with Exhibit C and the services described in Exhibit B.
4. Payments shall be based on the terms of the Agreement. Allowable expenditures shall be based on actual costs incurred in accordance with Exhibit C for services rendered. CONTRACTOR will be paid actual costs only, even if the costs estimated in CONTRACTOR's proposal; budget; or this Agreement estimated a different amount, with adequate supporting documentation for services rendered.
5. At its sole discretion, COMMISSION may increase, decrease, or completely eliminate advance payments based upon COMMISSION's assessment of CONTRACTOR's performance, the activity level of the program, the need for advance payments, and other factors COMMISSION deems appropriate.
6. COMMISSION may request CONTRACTOR to submit a monthly report of expenditures during the final months of the contract period, if it appears that the CONTRACTOR may not utilize the full contract amount.
7. If at the end of each funding period as set forth above in paragraph 1, CONTRACTOR has not utilized funds advanced, CONTRACTOR shall return that amount to COMMISSION within forty-five (45) days of the close of the funding period.

**BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Cesar Morales

**Date of Meeting:** 6/24/15

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

**Approval of Agreement/MOU #15-11 – City Impact (Morales/Phipps)**

The purpose of this Agreement/MOU is to provide Marriage, Family Therapist Interns (MFT), registered with the California State Board of Behavioral Science Examiners to work in conjunction with school administrators and Outreach Specialists to provide mental health services as requested by the parent/guardian to clients attending that particular school. City Impact will provide individual and group supervision by a licensed Clinical Supervisor to the MFT Intern. The MFT Intern will respect and work in conjunction with the school and District's policies and procedures. The Clinical Supervisor and/or Counseling Center Manager will maintain ongoing communication with relevant school personnel as needed.

**FISCAL IMPACT:**

No cost to the Oxnard School District for the services provided.

**RECOMMENDATION:**

It is the recommendation of the Director, Pupil Services, and the Superintendent, that the Board of Trustees approve Agreement/MOU #15-11 with City Impact, at no cost to the district.

**ADDITIONAL MATERIALS:**

**Attached:** Agreement/MOU #15-11, City Impact (3 Pages)



## Memorandum of Understanding #15-11

This Memorandum of Understanding is entered into by and between

Oxnard School District

and

City Impact

**Purpose:** The purpose of this MOU is to provide Marriage, Family Therapist Interns (MFT) or Masters in Work Interns (MSW), registered with the California State Board of Behavioral Science Examiners to work in conjunction with school administrators and Outreach Specialists to provide mental health services as requested by the parent/guardian of the clients attending that particular school. City Impact will provide individual and group supervision by a licensed Clinical Supervisor to the MFT/MSW Intern. The MFT/MSW Intern will respect and work in conjunction with the school staff and District policies and procedures. The Clinical Supervisor and/or Counseling Programs Manager will maintain ongoing communication with relevant school personnel as needed.

**Term:** The term of this MOU shall commence July 1, 2015 and shall terminate June 30, 2016.

**Compensation:** The Oxnard School District **will not be charged for the services provided by** City Impact.

### Description of Services:

#### A. Oxnard School District agrees to the following:

1. Identify a contact person such as the Principal, Assistant Principal, School Counselor(s), or Outreach Specialist (under the supervision of site administrator) to whom the MFT/MSW Intern will be responsible;
2. Provide adequate office space within the school for the MFT/MSW Intern to provide the above services.

#### B. City Impact agrees to provide the following:

1. Marriage, Family Therapist Interns (MFT), or Masters in Social Work Interns (MSW) registered with the California State Board of Behavioral Science Examiners to work in conjunction with school administrators, teachers and Outreach Specialists to provide

mental health services as requested by the parent/guardian of clients attending that particular school.

2. Provide individual and group supervision by a licensed Clinical Supervisor to the MFT/MSW Intern.
3. The MFT/MSW Intern will respect and work in conjunction with the school and District policies and procedures;
4. The Clinical Supervisor and/or Counseling Programs Manager will maintain ongoing communication with relevant school personnel as needed.

#### INSURANCE AND HEALTH

- City Impact accepts liability for any and all costs actually incurred in paying any claims for worker's compensation injury or illness for any Intern covered by this agreement. MFT/MSW Interns filing worker's compensation claims will file such claims directly with City Impact and its insurance carrier.
- City Impact will name the Oxnard School District as additionally insured in City Impact's liability insurance and will provide proof of such an endorsement. City Impact will also provide a certificate of insurance to the District.
- For each MFT Intern, City Impact will furnish the District with evidence of fingerprinting registered with the appropriate agency and cleared TB testing.

#### CONFIDENTIALITY

Under the State and Federal law, the contents of counseling sessions held in schools by the Intern counselors are confidential. By law, exceptions to confidentiality are made only when the child is in danger to him/herself or others, or in cases of child abuse. The MFT/MSW Intern can communicate with the school contact person if the student and parents/guardians sign a Release of Information.

Specific parent consent must be obtained in order for the MFT/MSW Intern to discuss any concern or issue with school personnel.

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

**Authorized Approval:**

**CITY IMPACT:**

**OXNARD SCHOOL DISTRICT:**

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*Signature*

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*Signature*

Veronica Urzua, Counseling Programs Manager

Lisa A. Franz, Director, Purchasing

*Typed Name/Title*

*Typed Name/Title*

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*Date*

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*Date*

**BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Cesar Morales

**Date of Meeting:** 6/24/15

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

**Approval of Agreement/MOU #15-12 – Assistance League of Ventura County (Operation School Bell) (Morales/Phipps)**

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Operation School Bell is a philanthropic program of Assistance League of Ventura County designed to provide new school clothing and supplies to socioeconomically disadvantaged elementary school-aged children.

**Term of Agreement:** July 1, 2015 through June 30, 2018

**FISCAL IMPACT:**

No cost to the Oxnard School District for the services provided.

**RECOMMENDATION:**

It is the recommendation of the Director, Pupil Services, and the Superintendent, that the Board of Trustees approve Agreement/MOU #15-12 with Assistance League of Ventura County, at no cost to the district.

**ADDITIONAL MATERIALS:**

**Attached:** Agreement/MOU #15-12, Assistance League of Ventura County (2 Pages)



# Memorandum of Understanding #15-12

## OPERATION SCHOOL BELL® AGREEMENT

This agreement is entered into by Assistance League® of Ventura County, hereafter referred to as Assistance League, located at 913 East Santa Clara Street, Ventura, CA 93001 and Oxnard School District, located at 1051 South A Street, Oxnard, CA 93030.

**Purpose:** Operation School Bell is a philanthropic program of Assistance League, designed to provide new school clothing and supplies to socioeconomically disadvantaged elementary school-aged children.

**Term:** The term of this MOU shall commence July 1, 2015 and shall terminate June 30, 2018.

**Compensation:** The Oxnard School District will not be charged for the services provided by Operation School Bell.

### Description of Services:

#### OBLIGATIONS OF ASSISTANCE LEAGUE:

- A. Assistance League shall furnish two tops, one sweatshirt, six pair of underwear, six pair of socks, one voucher for shoes, one voucher for pants, shorts or skirts and one small toiletry kit. Service will be provided to students in need in Oxnard School District until designated program funds are exhausted.
- B. Assistance League shall assume all financial obligations relative to the provision or purchase of the items in paragraph A.
- C. Financial contributions to this program by Assistance League shall be made only as stipulated in the terms of this agreement.
- D. Assistance League shall maintain adequate liability insurance coverage for this program.
- E. Assistance League shall evaluate the program every two years and ask for input from the schools/District.
- F. Operation School Bell shall provide benefits for eligible students in accordance with a schedule established between Operation School Bell and Oxnard School District.

#### OBLIGATIONS OF OXNARD SCHOOL DISTRICT:

- A. Oxnard School District shall provide its own liability insurance.
- B. The District shall appoint a contact person to interface with Assistance League of Ventura County.

- C. School personnel shall screen prospective recipients.
- D. The District/school shall make arrangements to transport students to the Operation School Bell site for outfitting.

**PUBLIC RELATIONS**

- A. Assistance League shall have prominent identification with Operation School Bell.
- B. Assistance League shall have complete control of all publicity releases, brochures and other written material connected with this program.
- C. Photos and names of Operation School Bell recipients shall not be used without written permission of those directly involved.

**RENEWAL AND TERMINATION**

This agreement shall be renewed every three years. It is the intention of Assistance League to continue this program for an indefinite period of time. However, when either party determines it can no longer abide by the terms of this agreement, it may terminate this program by giving sixty (60) days' written notice to the other party. In the case of termination, all assets shall return to the rightful owners as set forth in this agreement and neither party shall have any further obligation thereafter.

**SIGNATURES AND DATES:**

**Assistance League of Ventura County:**

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

\_\_\_\_\_  
Sally Keevy, President

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

\_\_\_\_\_  
Joanne Kingsbury, (Recording) Secretary

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

\_\_\_\_\_  
Linda Krahenbuhl, Operation School Bell Chairman

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

\_\_\_\_\_  
Barbara Houser, Philanthropic Program Chairman

**Oxnard School District:**

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

\_\_\_\_\_  
Liza A Franz, Director, Purchasing

**BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Cesar Morales

**Date of Meeting:** 6/24/15

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

**Approval of Agreement/MOU #15-13 – Vision to Learn (Morales/Phipps)**

Vision to Learn will provide a basic vision examination and prescription eye glasses with fitting for referred students. The delivery of glasses from the provider’s available selection takes approximately four (4) weeks after exam.

**FISCAL IMPACT:**

No cost to the Oxnard School District for the services provided.

**RECOMMENDATION:**

It is the recommendation of the Director, Pupil Services, and the Superintendent, that the Board of Trustees approve Agreement/MOU #15-13 with Vision to Learn, at no cost to the district.

**ADDITIONAL MATERIALS:**

**Attached:** Agreement/MOU #15-13, Vision to Learn (2 Pages)

## Memorandum of Understanding #15-13

# Vision to Learn

This Memorandum of Understanding (MOU) is entered into by and between Vision to Learn and the Oxnard School District.

**Purpose:** Vision to Learn provides eye exams and prescription eye glasses to students who have failed the vision test given by the district's school nurse. The students served are at Title I schools, including students with or without insurance. If the students have Medi-Cal it is requested that the Medi-Cal number be provided due to Vision to Learn being a federally approved provider. The district may use current or previous year's screenings to refer a student. On days that the eye exams are scheduled the provider can see up to 75 students and glasses are delivered approximately 4 weeks later. The Vision to Learn Mobile Clinic will schedule the amount of days they visit the school sites based on the needs of our district

**Term:** The term of this MOU shall commence July 1, 2015 and shall terminate June 30, 2016.

**Compensation:** The Oxnard School District will not be charged for the services provided by Vision to Learn.

### **Description of Services:**

#### **A. Oxnard School District agrees to the following:**

1. Allow pre-screening of students in selected Title I schools and identify those with potential uncorrected vision difficulties.
2. Obtain written parental/guardian consent for referred students in a form provided by Vision to Learn.
3. Provide parking and electric service for the mobile clinic on the scheduled dates of the exams. Provide a classroom or other suitable space for delivery of glasses on the delivery dates.



4. Provide staff or volunteers to accompany referred students to and from the mobile clinic on the day of the exam.
5. Provide demographic and other data requested by Provider.
6. Provide access to Xerox machine and or fax for incidental use.
7. Provide Vision to Learn with Wifi access.

**B. Vision to Learn agrees to the following:**

1. Provider will be responsible for staffing the mobile clinic and obtaining any necessary licenses, permits, or registrations.
2. Provider will provide documentation of liability insurance with Oxnard School District listed as additional insured.
3. Provider will retain records on services provided for referred students.
4. Provider is responsible for having all staff screened and fingerprinted and tested for TB at their cost prior to beginning the program. Vision to Learn will be responsible for ensuring that all staff sent to the school sites has proper clearance to work with children as well as a cleared TB test.

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

**AUTHORIZED APPROVAL:**

**Vision to Learn:**

**Oxnard School District:**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Typed Name/Title*

Lisa A. Franz, Director, Purchasing  
\_\_\_\_\_  
*Typed Name/Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

**BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Cesar Morales

**Date of Meeting:** 6/24/15

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

**Approval of Agreement/MOU #15-14 – FOOD Share Inc. (Morales/Phipps)**

The purpose of this MOU is to establish and maintain a provision of service relationship between FOOD Share Inc. and the Oxnard School District to expand the outreach efforts of FOOD Share Inc. to increase enrollment in the CalFresh program as administered by the County of Ventura-Human Services Agency. FOOD Share Inc. will present and share information about the CalFresh program at agency sites to educate clients on the benefits of, and eligibility for the CalFresh program. FOOD Share Inc. staff will help clients with pre-screening for eligibility, application assistance, and follow-up for the CalFresh program. Informational bilingual literature will be provided regarding food programs.

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

It is the recommendation of the Director, Pupil Services, and the Superintendent, that the Board of Trustees approve Agreement/MOU #15-14 with FOOD Share Inc., at no cost to the district.

**ADDITIONAL MATERIALS:**

**Attached:** Agreement/MOU #15-14, FOOD Share Inc. (3 Pages)



**MEMORANDUM OF UNDERSTANDING #15-14**  
**FOOD Share, Inc.**  
**And**  
**Oxnard School District**

This Memorandum of Understanding (MOU) is entered into by and between FOOD Share Inc. (Provider) and **Oxnard School District**.

**PURPOSE:** The purpose of the MOU is to establish and maintain a provision of service relationship between the two parties to expand the outreach efforts of Food Share to increase enrollment in the CalFresh program as administered by the County of Ventura-Human Services Agency. FOOD Share will present and share information about the CalFresh program at agency sites to educate clients on the benefits of, and eligibility for the CalFresh program. FOOD Share staff will help clients with prescreening for eligibility, application assistance, and follow up for the CalFresh program. Informational bilingual literature will be provided regarding food programs.

**TERM:** The term of this MOU is in effect from July 1, 2015 thru June 30, 2016 unless otherwise extended.

**COMPENSATION:** **Oxnard School District** will not be charged for the services provided by FOOD Share, Inc.

**DESCRIPTION OF SERVICES:**

- A. **Oxnard School District** agrees to the following:
1. Serve as lead Administrative Agent for all agency outreach sites to assist FOOD Share in the CalFresh outreach program.
  2. Notify appropriate personnel at all agency outreach sites of the opportunity to participate in the CalFresh outreach program.
  3. Notify agency outreach site staff and clients of the availability of the CalFresh program benefits and services through existing agency information networks.
  4. Allow Provider representatives access to agency outreach sites as appropriate to distribute informational materials and conduct application assistance.
  5. Hold Provider harmless against any claims resulting from this project, save claims resulting from the sole negligence or willful misconduct of Provider.
- B. **The Provider** agrees to the following:
1. Provide representatives to organization/staff/client meetings convened by **Oxnard School District** to explain and review the program.
  2. Provide agency outreach staff training to designated staff on the CalFresh program including an overview of the Benefits CalWIN system, eligibility requirements and application procedures.

3. Provide presentations as requested by agency outreach sites regarding program information and nutrition education.
4. Provide sufficient supply of application and informational materials to agency outreach sites to ensure distribution to all interested persons. Eligibility and informational materials will be available in both English and Spanish.
5. Provide information at resource fairs or other appropriate agency events.
6. Receive referral information from interested clients via fax, email or hand delivery/pick-up.
7. All services shall be provided at no cost to **Oxnard School District.**
8. Provide **Oxnard School District** with a certificate of insurance (General Liability and Workman's Compensation) naming **Oxnard School District** as "additional insured".

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

**AUTHORIZED APPROVAL:**

**FOOD SHARE INC.:**

**OXNARD SCHOOL DISTRICT:**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

Susan Haverland, Vice President,  
Programs & Services  
\_\_\_\_\_

Lisa A. Franz, Director, Purchasing

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*



## **FOOD Share CalFresh Memorandum of Understanding Addendum**

The FOOD Share CalFresh Outreach Program expansion includes CalFresh Outreach Assistants from the following two (2) agencies:

- ♦ Community Action of Ventura County (CAVC)
- ♦ Mixteco Indígena Community Organizing Project (MICOP)

This addendum is to be added to the existing MOU and verifies:

1. The expansion of staffing includes CalFresh Outreach Assistants from these two subcontractors.
2. Confirmation that contacts from these agencies' CalFresh staff are part of the broad FOOD Share CalFresh Outreach Program.

FOOD Share CalFresh staff will coordinate outreach with these two agencies' staff members to share opportunities and expand to serve more community based organizations and eligible clients.



**BOARD AGENDA ITEM**

**Name of Contributor(s):** Dr. Cesar Morales

**Date of Meeting:** 6/24/15

**STUDY SESSION** \_\_\_\_\_

**CLOSED SESSION** \_\_\_\_\_

**SECTION B: HEARINGS** \_\_\_\_\_

**SECTION C: CONSENT**   **X**  

**SECTION D: ACTION** \_\_\_\_\_

**SECTION E: REPORTS/DISCUSSION** \_\_\_\_\_

**SECTION F: BOARD POLICIES**      1<sup>st</sup> Reading \_\_\_\_\_      2<sup>nd</sup> Reading \_\_\_\_\_

**Approval of Agreement #15-15 - Lifesigns Inc. (Morales/Thomas)**

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Provide communication services for deaf, hard of hearing, or deaf-blind persons as needed for parent conferences and meetings.

**FISCAL IMPACT:**

\$5,000.00 – Title 1

**RECOMMENDATION:**

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Superintendent, that the Board of Trustees approve Agreement #15-15 with Lifesigns Inc.

**ADDITIONAL MATERIAL(S):**

**Attached:**      Agreement #15-15, Lifesigns Inc. (12 Pages)



**LIFESIGNS**  
SINCE 1986

**SIGN LANGUAGE INTERPRETER SERVICE AGREEMENT  
GENERAL/MEDICAL**

LIFESIGNS office hours are from 8:30 am to 5 pm, Monday through Friday only.  
We observe all state and federal holidays.

**FOR ALL AREAS**

**DISPATCH OFFICE**  
**(to request an interpreter)**

**Toll Free:** (888) 930-7776  
**Dispatch Office:** 323-550-4210  
**FAX:** (888) 227-5021  
**Email:** lifesigns@lifesignsinc.org

**ACCOUNT SERVICES**  
**(for billing and contract inquiries)**

**Voice:** (323) 550-4242, (323) 550-4298  
**Videophone:** (323) 892-2212  
**Email:** lifesigns@lifesignsinc.org

**FOR AFTER-HOURS EMERGENCIES**

**(5 PM – 8:30 AM, MONDAY-FRIDAY, WEEKENDS & HOLIDAYS)**  
**(800) 633-8883**

***(Note: This number is for mental health, medical, and law enforcement emergencies only)***  
**Please do not use the emergency number for regular requests or messages.**

**LIFESIGNS, Inc.**  
**2222 Laverna Avenue**  
**Los Angeles, CA 90041**  
**Tax ID: 95-4044564**

LIFESIGNS, Inc. is a subsidiary of the Greater Los Angeles Agency on Deafness, Inc. (GLAD).



**NOTE: ALL LIFESIGNS ASSIGNMENTS ARE BILLED AT A 2-HOUR MINIMUM.**

**SPECIFICATIONS AND RESPONSIBILITIES:**

**1. INTENT**

LifeSigns Now dba LIFESIGNS, Inc. (hereafter LIFESIGNS) provides communication services to remove communication barriers to both parties involved, also to individuals, businesses and organizations who are covered by Section 504 of the Rehabilitation Act, Americans with Disabilities Act and similar state and federal laws requiring the provision of auxiliary aids and services as necessary to ensure effective communication with deaf, hard of hearing or deaf-blind persons.

Subject to the availability of interpreters, LIFESIGNS agrees to provide communication services upon request to AGENCY. AGENCY agrees to the following conditions, rates and services listed below. The following conditions, rates, and services apply to communication services provided by LIFESIGNS on an as-needed basis.

**2. DEFINITIONS**

After-hours: Monday through Friday after 5:00 p.m. and before 8:30 a.m., weekends and holidays.

Business hours: Monday through Friday, between 8:30 a.m. to 5:00 p.m. *excluding weekends and holidays.*

On-call: Emergency medical, mental health or legal requests made after hours.

Emergency Interpreting: Any request submitted less than 72 hours from date of services needed. Also, any time beyond the originally requested time will be billed at the emergency rate.

Portal to Portal: For On-Call requests, billing starts from when the interpreter is dispatched and has left their home to your location, and ends when the interpreter arrives back at their home upon the completion of the assignment. This typically adds 1-2 hours to the number of billable hours.

Agency: The entity that is requesting interpreting services. They are the party to be billed and can also be considered the REQUESTOR or CUSTOMER.

**3. SIGN LANGUAGE INTERPRETING**

LIFESIGNS staff and subcontracting interpreters are certified by either the National Association of the Deaf (NAD) or Registry of Interpreters for the Deaf (RID), OR possess Educational Interpreter Performance Assessment (EIPA) certification. Most certificate holders have completed professional interpreter training and have extensive professional interpreting experience.

LIFESIGNS reserves the right to determine if an assignment based on its length or complexity requires two interpreters rotating at intervals of 20-30 minutes. Generally, assignments exceeding 2 hours or any assignment with continuous non-stop presentations (lectures, presentations even if under 2 hours), meetings, groups and/or legal type meetings where two separate parties are represented with two different sides/points of view will require a team of two or more interpreters.





## **AFTER-HOURS (AKA ON-CALL) EMERGENCY INTERPRETING**

Emergency requests for true medical, mental and law enforcement situations are given top priority. Interpreters are available every day after-hours (5:00 pm to 8:30 am) specifically for **true medical, mental health and law enforcement emergencies only**. Please do not call the After-Hours Emergency Line to make requests or to leave messages for the dispatchers.

1. If you have an emergency or last minute request during business hours, please call our Dispatch Office at (323) 550-4210.
2. The emergency phone number is 800-633-8883, and is available after business offices have closed. The emergency line is for medical, mental health or legal emergencies only that require immediate attention and response.

## **FEE SCHEDULE**

**GENERAL FEE RATE SCHEDULE** (for requests made greater than 72 business hours in advance of date of service):

1. **ASL, PSE, SEE & Oral:** \$75 per hour with a 2 hour on-site minimum.
2. **Tactile (deaf/blind), Tri-Lingual (Spanish, English and ASL), CDI (Certified Deaf Interpreter).** \$80 per hour with a 2 hour on-site minimum.

**EMERGENCY RATES** will be charged for any service requested with less than 72 business hours advanced notice. Emergency rates are as follows:

1. **ASL, PSE, SEE & Oral:** \$85 per hour with a 2 hour on-site minimum.
2. **Tactile (deaf/blind), Tri-Lingual (Spanish, English and ASL), CDI (Certified Deaf Interpreter):** \$90 per hour with a two (2 hour on-site minimum.
3. **Emergency On-Call (after-hours) services:** \$105 per hour. On-call assignments are billed Portal to Portal (see previous definitions). Cancellations that incur en route will be billed for the 2-hour minimum or the Portal-to Portal time, whichever is longer.

**DRIVE TIME:** Due to the distance of assignment location, any job over 30 miles from LIFESIGNS or the nearest regional office will be charged additional 57.5 cents per mile round trip. Drive time rates are established by the Internal Revenue Service.

### **GLAD REGIONAL OFFICES**

- GLAD Headquarters – 2222 Laverna Avenue, Los Angeles, CA 90041
- Bakersfield GLAD – 4949 Buckley Way, Suite 203, Bakersfield, CA 93309
- Center on Deafness, Inland Empire – 3576 Arlington Avenue, Suite 211, Riverside CA 92506
- Orange County Deaf Equal Access Foundation – 6022 Cerritos Avenue, Cypress, CA 90630
- Tri-County GLAD – 702 County Square Drive, Suite 101, Ventura, CA 93003



## **ACCOUNT SERVICES**

LIFESIGNS uses a fully-compliant online platform – <https://lifesigns.interpreterintelligence.com> – that allows our customers to view their invoices online. Upon submission of your service agreement, your Accounts Payable staff will be contacted to set up your online account.

If you have questions related to your invoices, contract/service agreement or other billing-related issues, please contact Account Services during regular business hours.

- Telephone: (323) 550-4242 or (323) 550- 4298.
- Videophone for deaf customers: (323) 892-2292.

## **REMITTANCE FOR SERVICE**

Payment of invoice(s) is required within 30 days of receipt by AGENCY. Cost of service is incurred to AGENCY only when an interpreter is dispatched, or AGENCY cancels as follows:

- For jobs that are 2 hours or less – notification must be made at least 24 hours prior to the scheduled start time
- For jobs exceeding 2 hours – notification must be made at least 48 hours prior to the scheduled start time.

## **INSUFFICIENT FUNDS/RETURNED CHECKS**

Any returned check incurs a \$30.00 processing fee to requestor.

## **LATE FEES**

Invoices in delinquency may incur a \$25 late fee to cover administrative costs. A monthly interest rate of 1.5% may be assessed to any invoice that is delinquent beyond the Net 30 payment policy agreed upon in this contract. If a requestor accumulates late invoices, LIFESIGNS may withhold services until the account balance is made current.

## **COLLECTIONS EXPENSES**

All expenses incurred by LIFESIGNS for invoice collections will be invoiced to requestor. LIFESIGNS will send a certified letter to requestor informing them of an invoice delinquency before proceeding to collections.

## **POLICIES AND PROCEDURES FOR AGENCY INTERPRETER SERVICES REQUESTS**

Due to the high demand for communication services, LIFESIGNS strongly encourages that all requests be made with a minimum of 5-7 working days' advance notice. LIFESIGNS cannot guarantee interpreters for any request made in less than the required notice; however, every effort will be made to secure an interpreter.

When requesting an interpreter, please provide the following information:

1. Date of service needed.
2. Time span of service (start time and we must have an approximate end time).



3. Address of assignment (including cross street, room numbers, building, parking location and fees or any other pertinent information).
4. Contact person at the interpreting site and direct phone/cell number.
5. Nature of the assignment (1-1 meeting, computer training, medical appointment, new employee orientation, parent/teacher conference, etc.)
6. Billing information (authorized person, attention to whom and PO# if required).

Due to tight schedules and our commitment to provide service to as many clients as possible, we highly suggest you secure an interpreter to the end-time you anticipate to complete your request. Cost of service is incurred to AGENCY only when an interpreter is dispatched. Due to the high demand of interpreters, all efforts will be made to provide interpreter as soon as possible. **Any assignment going over the original time requested/excess time will be billed at emergency rate.** We always suggest you over-estimate the time needed as we cannot guarantee the interpreter's availability after scheduled time. The interpreter may have other scheduled assignments based on the original requested time.

### **CONFIRMATION OF INTERPRETER**

Confirmation will occur when the assignment is accepted by an interpreter. The confirmation you will receive is an email confirming that the job has been assigned along with the name of the interpreter, dependent on accurate email address(es) being provided.

### **CANCELLATION POLICY**

To prevent billing, cancellation for assignments lasting 2 hours or less will require **greater than 24 business hours** advance notice of cancellation. Cancellation for assignments lasting longer than 2 hours will require **greater than 48 business hours** advance notice of cancellation.

#### **BUSINESS HOURS:**

**LIFESIGNS office hours are 8:30 am to 5 pm Monday through Friday.**

**We observe all state and national holidays.**

1. Cancellations must be made during business hours. Cancellations made after business hours and/or during holidays will not be considered until the next business day.
2. If the cancellation is not made within the specified amount of time, the AGENCY will be billed for the total amount of time requested.
3. Weekends and holidays are not considered regular business hours.
4. We request that all cancellations be made via FAX or EMAIL using the original request with the word CANCELLATION written diagonally across the request and re-sent to LIFESIGNS.
5. **ALWAYS** call our Dispatch Office at (323) 550-4210 to verify that the cancellation notice was received.
6. If the request was made by phone please submit via FAX or EMAIL the following information:
  - a. Name of requesting agency or company
  - b. Date, time, location of appointment
  - c. Name of consumer
  - d. Write the words "PLEASE CANCEL REQUEST" and include your name and phone number.



## **NO-SHOW POLICY**

The event of CUSTOMER/PATIENT/CLIENT's failure to appear for scheduled appointment will not release the AGENCY from the responsibility of full payment for secured services requested. It is the AGENCY'S responsibility to independently confirm that the CUSTOMER/PATIENT/CLIENT will appear. However, in the event that an interpreter is late for a scheduled appointment, then the fee for services rendered should be prorated to reflect the amount of time actually worked.

## **INDEPENDENT CONTRACTOR STATUS**

The parties hereto are independent contractors at all times and neither shall be considered the employee, agent or partner of the other.

## **GRIEVANCE PROCEDURES**

Suggestions for improving LIFESIGNS are always welcome. At some time during the contractual period, the AGENCY may have a complaint, suggestion or question regarding LIFESIGNS Policies and Procedures or services. Good-faith complaints, questions and suggestions are also of concern to LIFESIGNS.

Please use the following guidelines when addressing concerns:

1. Within a week of the occurrence, please inform the director of LIFESIGNS who will then investigate and attempt to provide a solution or explanation. If the complaint is regarding the director, the AGENCY has the right to bring the situation to the attention of the CEO of the Greater Los Angeles Agency on Deafness, Inc. (LIFESIGNS, Inc. is a subsidiary of GLAD, Inc.).
2. AGENCY may also state the concern in writing and present it to the director of LIFESIGNS.

In order to resolve an issue through grievance procedures, a written statement must contain the following:

1. Provide the specific complaint, suggestion or question.
2. Describe what took place.
3. Furnish date(s) of incidents. Include names and title of individuals who are part of the grievance, suggestion or question.
4. Include all supporting documentation.

## **TERMINATION OF SERVICES**

Either party may terminate this Agreement without cause effective 30 days after receipt of written notice provided to the other party by the terminating party.

Either party may terminate this Agreement with cause for any material breach of this Agreement upon notice served to the other party specifying the nature of the breach.

## **INDEMNIFICATION**

LIFESIGNS shall defend, indemnify and hold AGENCY, its officers, agents and employees harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the loss of the performance of this Agreement, but only in proportion to



and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of LIFESIGNS, its officers, agents or employees.

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

### **CONTRACT DISPUTES**

All disputes regarding this agreement shall be settled in Los Angeles County. If any provision is held by any court to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.

### **INSURANCE**

LIFESIGNS shall procure at its own cost and expense, and maintain during the existence of this Agreement, the following policies in connection with the performance of the obligations in this Agreement:

- Professional Liability Insurance subject to \$1,000,000 limits
- Errors and Omissions Insurance subject to \$1,000,000 limits
- Comprehensive General Liability Insurance subject to \$2,000,000 limits

### **AMENDMENTS**

This Agreement may be amended in whole or in part by mutual agreement of both parties. Such modifications shall be made in writing and must be signed by each party hereto. All such amendments shall be attached hereto and shall become a part of this Agreement immediately upon full execution of each amendment.

Any provisions required to be included in this Agreement by any applicable law or regulation shall bind both parties to this Agreement, whether or not expressly provided in this Agreement. Either party shall notify the other party of such requirement in writing at least 30 days before the effective date of such law or regulation.

For questions regarding this agreement, please contact our Account Services Office:

- Voice – (323) 550-4242
- Voice – (323) 550-4298
- Videophone (for deaf customers) – (323) 892-2212

### **NONDISCRIMINATION**

Neither party shall discriminate on the basis of race, color, sex, age, religion, national origin, sexual orientation, pregnancy, marital status, veteran status or handicap in providing services under this Agreement or in the selection of employees or independent contractors.



## **CONFIDENTIALITY**

All parties involved in any services rendered are required to maintain confidentiality in regards to all information seen, heard or observed on any premises or shared from any party when making a request for service. All interpreters dispatched by LIFESIGNS are required to hold confidentiality to the highest standards set forth by the Registry of Interpreters for the Deaf, Inc.'s Code of Professional Conduct. Exceptions to confidentiality are only allowed in cases when a party must be a Mandated Reporter by law or when making a grievance or giving feedback in regards to services rendered or requested.

## **The Section Below Applies to Medical Facilities and Providers Only**

### **GOVERNING LAW AND PARTIAL INVALIDITY**

LIFESIGNS hereby acknowledges that AGENCY is a California Health Care Service Plan licensed pursuant to the Knox-Keene Health Care Service Plan Act of 1975 (the Act) as amended, and both parties shall be bound by the terms and requirements of the Act and regulations promulgated therefore.

Further, LIFESIGNS acknowledges that AGENCY, its providers and its business partners are subject to laws and regulations relating to state and federal public health programs, including Medi-Cal and Medicare programs. The parties hereto agree that they shall comply with all laws and regulations relating to such public health programs.

LIFESIGNS understands and acknowledges that, as part of this Agreement, it will compile and maintain or have access to certain medical information relating to AGENCY'S members and that such information is subject to the California Confidentiality of Medical Information Act and the Federal Health Insurance Portability and Accountability Act (HIPAA) and regulations promulgated thereto. LIFESIGNS agrees that it shall maintain the confidentiality and security of personally identifiable health information relating to AGENCY'S members and shall insure that its subcontractors comply with such laws and regulations.

LIFESIGNS agrees to enter into a "Business Associate Agreement" with AGENCY when and as required by HIPAA and its regulations.

### **EXPIRATION OF SERVICE AGREEMENT**

This Agreement will expire after one (1) year from the date signed by agency.

**(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)**



**SUMMARY OF GENERAL SERVICE AGREEMENT**

1. General ASL rate is \$75 per hour (2 hour minimum)
2. Trilingual, CDI & Tactile rate is \$80 per hour (2 hour minimum)
3. Emergency rate for any service request made with less than 72 business hours (3 business days) notice:
  - ASL interpreting: \$85 per hour (2 hour minimum)
  - Trilingual, CDI or Tactile interpreting: \$90 per hour (2 hour minimum)
4. Emergency On-Call rate is \$105 per hour with Portal-to-Portal (2 hour minimum)
5. Drive-Time: Due to the distance of assignment location, any job over 30 miles from LIFESIGNS or any of our regional offices will be charged an additional 57.5 cents per mile round trip. Drive-time rates are established by the Internal Revenue Service.
6. To avoid full charge, cancellations must occur greater than 24 business hours before a 2 hour assignment and greater than 48 business hours before an assignment longer than 2 hours
7. To avoid full charge, cancellations must occur during business hours (Monday-Friday, 8:30 am-5:00 pm, EXCLUDING holidays and weekends). Notification of cancelled requests must be submitted at least 24 business hours before a 2-hour assignment and 48 hours before an assignment greater than 2 hours.
8. A “No-show” of deaf client still requires agency to pay for the entirety of requested hours.

To access your interpreting requests online 24 hours, 7 days a week, go to:  
<https://lifesigns.interpreterintelligence.com>  
 (contact our Dispatch Office at (888) 930-7776 to set up your online account)

**AUTHORIZING AND BILLING INFORMATION**

Oxnard School District  


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**Company Name**  
 1051 South A Street, Oxnard, CA 93030  


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**Billing Address, City, State, Zip Code**

<b>Credit Card Number with expiration date (required for individuals)</b>	<b>E-mail address for e-billing</b>
Lisa A. Franz, Director, Purchasing	805-385-1501 x2414
<b>PRINT Authorized Agent’s Name</b>	<b>Title</b>
	<b>Direct Phone Number</b>

<b>Signature of Authorized Agent</b>	<b>Date Signed (expires after one year)</b>
--------------------------------------	---

Emory Dively, Director of LIFESIGNS  
 2222 Laverna Avenue  
 Los Angeles, CA 90041

LIFESIGNS, INC.  
 Tax ID: 95-4044564

Email: [lifesigns@lifesignsinc.org](mailto:lifesigns@lifesignsinc.org)  
 Telephone: (323) 550-4210  
 Toll free (888) 930-7776 (not for emergencies)  
 Fax: (323) 550-4215

**For after-hours law enforcement and medical emergencies, call (800) 633-8883.**

# LIFESIGNS CONTACT SETUP

<https://lifesigns.interpreterintelligence.com>

LIFESIGNS utilizes a *fully HIPAA compliant* online platform for receiving interpreting requests and dispatching these requests to your service locations.

For us to create your online user account please complete the information shown below. We will email your login name and password to you when we receive your service agreement. Multiple user accounts can be created upon request.

## Online User Account Setup

**For Requestors (to enter and access job requests and to receive notification of confirmations, changes and cancellations):**

-----  
**Name of Company** Oxnard School District

Email Address	athomas@oxnardsd.org
First Name	Anna
Last Name	Thomas
Phone Number	( 805 ) 385-1501 x2302
Fax Number	( 805 ) 486-6084

**For Accounts Payable staff (to access invoices):**

Email Address	lfierro@oxnardsd.org
First Name	Nida
Last Name	Fierro
Phone Number	( 805 ) 385-1501 x2471
Fax Number	( 805 ) 483-7226

To add users, email [lifesigns@lifesignsinc.org](mailto:lifesigns@lifesignsinc.org) or call our dispatchers at (323) 550-4210.





# CUSTOMIZING YOUR ACCOUNT

List the various service locations connected to your account.

**Name of Company:** \_\_\_\_\_

Service location #1

Address: \_\_\_\_\_

Room # / Suite # / Floor # \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Service location #2

Address: \_\_\_\_\_

Room # / Suite # / Floor # \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Service location #3

Address: \_\_\_\_\_

Room # / Suite # / Floor # \_\_\_\_\_

City, State, Zip: \_\_\_\_\_



# CUSTOMIZING YOUR INVOICES

Please list any required codes or fields you need included on your invoices.

**Name of Company:** \_\_\_\_\_

Purchase order # \_\_\_\_\_ Expires \_\_\_\_\_

If applicable, should the consumer's authorization number be included on the invoice? Yes \_\_\_\_\_ No \_\_\_\_\_

List consumer's name on invoice? Yes \_\_\_\_\_ No \_\_\_\_\_

List department on invoice? Yes \_\_\_\_\_ No \_\_\_\_\_

List location on invoice? Yes \_\_\_\_\_ No \_\_\_\_\_

Other billing requirements? Specify: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

*Thank you for using LIFESIGNS for your sign language interpreting needs.*

\_\_\_\_\_

***For LIFESIGNS use only***

____MC ____II ____EB ____QB ____Scan
--------------------------------------



**BOARD AGENDA ITEM**

**Name of Contributor(s):** Dr. Cesar Morales

**Date of Meeting:** 6/24/15

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

**Approval of Agreement #15-16 – American Language Services (Morales/Thomas)**

Translation/Interpreting services for parents who speak a language other than English or Spanish for parent conferences and meetings.

**FISCAL IMPACT**

\$5,000.00 – Title 1

**RECOMMENDATION:**

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Superintendent, that the Board of Trustees approve Agreement #15-16 with American Language Services.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement #15-16, American Language Services (13 Pages)  
Proposal - Services & Rates (7 Pages)

**OXNARD SCHOOL DISTRICT**

**Agreement #15-16**

**AGREEMENT FOR CONSULTANT SERVICES**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 24th day of June, 2015 by and between the Oxnard School District (“District”) and American Language Services (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

**RECITALS**

- A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services, as defined and described particularly on **Exhibit A**, attached to this Agreement.
- B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by the District to perform the Services.
- C. The Parties desire to formalize the selection of Consultant for performance of the Services and desire that the terms of that performance be as particularly defined and described herein.

**OPERATIVE PROVISIONS**

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

- 1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- 2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from July 1, 2015 through June 30, 2016 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- 3. **Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- 4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation, including reimbursement for actual expenses, shall not exceed Five Thousand Dollars (\$5,000.00), 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 [X] does not qualify as a "designated employee".

\_\_\_\_\_ (Initials)

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

\_\_\_\_\_ (Initials)

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

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

\_\_\_\_\_ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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



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

\_\_\_\_\_ (Initials)

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

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

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

To District:                   Oxnard School District  
1051 South A Street  
Oxnard, California, 93030  
Attention: Dr. Cesar Morales  
Phone: 805.385.1501, x2032  
Fax: 805.483.7426

To Consultant:               American Language Services  
1849 Sawtelle Blvd., Suite 600  
Los Angeles, CA 90025  
Attention: Jay Herzog  
Phone: (310) 829.0741 x305  
Fax: (866) 773.8591

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.** **DR. CESAR MORALES** shall be in charge of administering this Agreement on behalf of the District. The Administrator 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:**

**AMERICAN LANGUAGE SERVICES:**

\_\_\_\_\_  
Signature

Lisa A. Franz, Director, Purchasing

\_\_\_\_\_  
Typed Name/Title

\_\_\_\_\_  
Date

Tax Identification Number: 95-6002318

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name/Title

\_\_\_\_\_  
Date

Tax Identification Number: \_\_\_\_\_

- Not Project Related
- Project #15-16

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #15-16**

**SERVICES**

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

**Provide translation/interpreting services for parents who speak a language other than English or Spanish for parent conferences and meetings.**

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:

<b>STATUS REPORT FOR ACTIVITY:</b>	<b>DUE DATE</b>
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 #15-16

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #15-16**

**COMPENSATION**

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

\*Per attached Proposal/Fee Schedule – Not to Exceed \$5,000.00

**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 \$5,000.00, as provided in Section 4 of this Agreement.**

- Not Project Related
- Project #15-16

**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #15-16**

**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, \_\_\_\_\_ \$1,000,000~~  
~~\_\_\_\_\_ Nurses, Therapists~~

~~\_\_\_\_\_ 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 #15-16

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 #15-16

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #15-16**

**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, **AMERICAN LANGUAGE SERVICES**, who will provide Services under the Agreement,  is  is not subject to disclosure obligations.

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

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





MAKING THE WORLD A LITTLE SMALLER

## AMERICAN LANGUAGE SERVICES HAS BEEN SERVING THE EDUCATIONAL COMMUNITY SINCE 1985

*ISO Certified – 9001 & 13485*

### ABOUT AMERICAN LANGUAGE SERVICES

Founded in 1985, Southern California based American Language Services ® (AML-Global) evolved from an intimate language school into the leading interpreting and translating agency it is today. AML-Global provides a full range of international multi-language communication services and offers its unique services worldwide. Our language professionals are available 24 hours/ 7 days a week.

American Language Services is a worldwide leader in the translation and interpreting industry. By paying meticulous attention to details, AML-Global has earned an outstanding reputation for providing both written and verbal language services that are timely and cost effective. AML-Global translators, interpreters, transcriptionists and multimedia specialists are fluent in virtually every written and spoken language around the globe. Over many years, AML-Global has accumulated and developed some of the most impressive linguistic talent in the world. Our language experts are located in hundreds of countries across every continent, covering every time zone. These highly skilled professionals are recruited, screened and tested to ensure the quality of our work is at the highest level.

AML-Global understands the needs of the educational community. Whether translating text, or transcribing audio and video files, we have skilled and experienced teams who work with the latest in technology, including CAT tools, a multitude of software, advanced hardware, web-interfacing, and desktop publishing programs. We have a secured, backed up network with encryption technology for the transferring and maintenance of files. This offers the highest level of security to ensure complete confidentiality and safekeeping of all data.

AML-Global offers our teams of highly skilled interpreters, technicians, project managers for any type of interpreting assignment. We also offer state-of-the-art interpreting equipment wherever it is needed, in the U.S. or internationally. From pre-planning to assignment completion, AML-Global will handle your requests efficiently, promptly and cost-effectively.

### AML-GLOBAL QUALITY STATEMENT

American Language Services believes in providing real value to our clients. It is essential that all of our work is performed consistently and with the highest quality. Our expertly trained staff and extensive resources give us the ability to provide our clients with outstanding value through superior quality and service. The fundamental elements of our superior service are: timely responsiveness to client needs, returning communications to you in a rapid and detailed manner, providing quotes for projects that are clear and concise, answering questions in an honest and helpful manner as well as achieving our goal of 100% on-time delivery. Our essential core value is combining ultra-competitive pricing with outstanding quality. We understand that each of our clients is important and our goal is complete satisfaction and long term partnerships.

#### World Headquarters:

1849 Sawtelle Boulevard, Suite #600 • Los Angeles, California 90025

Phone: 800.951.5020 or 310.829.0741 Fax: 866.773.8591 email: [translation@alsglobal.net](mailto:translation@alsglobal.net)

[www.alsglobal.net](http://www.alsglobal.net)



MAKING THE WORLD A LITTLE SMALLER

## AMERICAN LANGUAGE SERVICES HAS BEEN SERVING THE EDUCATIONAL COMMUNITY SINCE 1985

*ISO Certified – 9001 & 13485*

### **INTERPRETING**

- Worldwide coverage
- Qualified and certified for *all languages*
- Emergency & last minute scheduling
- Specializing in parent teacher conferences, meetings, hearings, special education needs, and community events.
- 15 minute early courtesy arrival
- Simultaneous & consecutive interpreting
- Phone conferencing
- Native speakers from around the globe

### **TRANSLATION & TRANSCRIPTION**

- IEP's, notices, curriculum, HR Docs
- Excellent rates with fast turnaround
- All deadlines met
- Immediate response for quotes
- Meticulous and precise
- Certified & notarized documents
- Transcriptions, all media, all languages

### **DESKTOP PUBLISHING**

- **All Major Software**  
InDesign, Quark, FrameMaker, PageMaker Pro, Microsoft Office, Adobe Products ... & many others
- PC & Mac operating platforms
- Print Ready Delivery

### **QUALITY CONTROL**

- Quality Control Process: All translations include a Three Step Process: Translation, Proofing, and Editing
- ISO Certified – 13485 & 9001

**WE HAVE THE WORDS YOU NEED, BECAUSE WE SPEAK YOUR LANGUAGE**

World Headquarters

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# AMERICAN LANGUAGE SERVICES INTERPRETING RATES SOUTHERN CALIFORNIA AS OF AUGUST 1, 2014

LANGUAGE	HALF DAY UP TO 3 HOURS	FULL DAY 3+ TO 6 HRS	ADDITIONAL HOURLY RATE
----------	---------------------------	-------------------------	---------------------------

## 15 CERTIFIED LANGUAGES

SPANISH (LEGAL)	\$345	\$565	\$125
SPANISH (TRIALS)	\$365	\$585	\$125
SPANISH (QUALIFIED)	\$295	\$495	\$85
ARABIC (LEGAL)	\$445	\$775	\$145
ARABIC (QUALIFIED)	\$425	\$725	\$130
ARMENIAN (LEGAL)	\$495	\$850	\$150
ARMENIAN (QUALIFIED)	\$375	\$725	\$120
CANTONESE (LEGAL)	\$550	\$950	\$180
CANTONESE (QUALIFIED)	\$445	\$795	\$155
JAPANESE (LEGAL)	\$895	\$1,595	\$285
JAPANESE (QUALIFIED)	\$795	\$1,295	\$245
KHMER (LEGAL)	\$575	\$995	\$175
KHMER (QUALIFIED)	\$465	\$795	\$145
KOREAN (LEGAL)	\$495	\$950	\$165
KOREAN (QUALIFIED)	\$475	\$795	\$150
MANDARIN (LEGAL)	\$550	\$950	\$180
MANDARIN (QUALIFIED)	\$445	\$795	\$155
PORTUGUESE (LEGAL)	\$495	\$845	\$165
PORTUGUESE (QUALIFIED)	\$475	\$775	\$150
PUNJABI (LEGAL)	\$575	\$995	\$175
PUNJABI (QUALIFIED)	\$465	\$795	\$145
RUSSIAN (LEGAL)	\$495	\$985	\$175
RUSSIAN (QUALIFIED)	\$475	\$795	\$145
TAGALOG (LEGAL)	\$725	\$1,150	\$195
TAGALOG (QUALIFIED)	\$645	\$995	\$185
VIETNAMESE (LEGAL)	\$575	\$985	\$170
VIETNAMESE (QUALIFIED)	\$495	\$785	\$140
AMERICAN SIGN LANGUAGE (LEGAL CERTIFIED)	\$150 PER HOUR, PER INTERPRETER, 2 HOUR MINIMUM		
AMERICAN SIGN LANGUAGE (QUALIFIED)	\$95 PER HOUR, PER INTERPRETER, 2 HOUR MINIMUM		

## LANGUAGES BY REGION

MIDDLE EASTERN	\$445	\$795	\$145
MOST ASIAN	\$445	\$795	\$145
MOST EUROPEAN	\$525	\$895	\$170

## SPECIALIZED LANGUAGES

HEBREW, GREEK, THAI, CZECH, INDONESIAN, MONGOLIAN, CROATIAN, SERBIAN, SLAVIC, SLOVENIAN, BURMESE, AFRICAN, LAO, INDIAN, FILIPINO, AFGHAN, PAKISTANI & OTHERS			
	\$550	\$985	\$175

- AML-Global offers interpreters for the 15 California Court Certified languages (listed above).
- Phone Interpreting available upon request.
- AML-Global rates are subject to change based on time of scheduling without prior notification. All other rates are subject to change
- Overtime fees may apply

- ASL Assignments over (2) hours require (2) interpreters.
- Rates effective August 1, 2014
- Rates may vary for trials
- Please note: We have a 24-hour cancellation policy for most languages and (48) hour for American Sign Language (ASL)
- Regional pricing may vary



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## TRANSLATION RATES

<i>LANGUAGE</i>	<i>PRICE PER WORD</i>
Arabic	\$.18-.22
Chinese	\$.18-.22
Danish	\$.21-.24
Dutch	\$.21-.24
French	\$.18-.21
German	\$.18-.21
Hebrew	\$.21-.25
Italian	\$.18-.21
Japanese	\$.19-.24
Korean	\$.19-.24
Norwegian	\$.21-.24
Portuguese	\$.16-.19
Russian	\$.18-.21
Spanish	\$.10-.14
Swedish	\$.21-.24
Vietnamese	\$.19-.24

### Translation rates include: Translations, Proofing, and Editing

- Please note that this is a partial list. AML-Global can support any language combination
- Rates are subject to change. AML-Global rates are subject to change based on time of scheduling without prior notification.
- Project volume & deadline may affect pricing.
- Rates effective January 1, 2013
- All jobs are individually priced
- Standard delivery format is in Microsoft Word
- Technical elements may affect pricing.
- Pricing above reflects standard turnaround times.

World Headquarters

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[www.alsglobal.net](http://www.alsglobal.net)



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# AMERICAN LANGUAGE SERVICES TRANSCRIPTION RATES

LANGUAGE	COST PER AUDIO HOUR	LANGUAGE	COST PER AUDIO HOUR
----------	---------------------	----------	---------------------

(Partial List of over 150 Languages)

## ENGLISH

	Per Min	Per Hr		Per Min	Per Hr
ENGLISH <> ENGLISH	\$3.50	\$210	BRITISH ENGLISH <> BRITISH ENGLISH	\$3.50	\$210

## AMERICAS

	Per Min	Per Hr		Per Min	Per Hr
SPANISH <> ENGLISH	\$6	\$360	PORTUGUESE <> ENGLISH	\$7.50	\$450

## EUROPEAN

	Per Min	Per Hr		Per Min	Per Hr
BULGARIAN <> ENGLISH	\$8	\$480	HUNGARIAN <> ENGLISH	\$8	\$480
CATALAN <> ENGLISH	\$8	\$480	ITALIAN <> ENGLISH	\$8	\$480
DUTCH <> ENGLISH	\$8	\$480	POLISH <> ENGLISH	\$8	\$480
FRENCH <> ENGLISH	\$8	\$480	ROMANIAN <> ENGLISH	\$8	\$480
GERMAN <> ENGLISH	\$8	\$480	RUSSIAN <> ENGLISH	\$8	\$480
GREEK <> ENGLISH	\$8	\$480	UKRAINIAN <> ENGLISH	\$8	\$480

## MIDDLE EASTERN

	Per Min	Per Hr		Per Min	Per Hr
ARABIC <> ENGLISH	\$8	\$480	HEBREW <> ENGLISH	\$12	\$720
FARSI <> ENGLISH	\$8	\$480			

## ASIAN

	Per Min	Per Hr		Per Min	Per Hr
ARMENIAN <> ENGLISH	\$7.50	\$450	INDONESIAN <> ENGLISH	\$9.50	\$570
KHMER <> ENGLISH	\$9.50	\$570	JAPANESE <> ENGLISH	\$12	\$720
CEBUANO <> ENGLISH	\$7.50	\$450	KOREAN <> ENGLISH	\$12	\$720
CHINESE <> ENGLISH	\$7.50	\$450	KURDISH <> ENGLISH	\$9.50	\$570
DARI <> ENGLISH	\$7.50	\$450	PASHTO <> ENGLISH	\$7.50	\$450
HINDI <> ENGLISH	\$7.50	\$450	PUNJABI <> ENGLISH	\$7.50	\$450
HMONG <> ENGLISH	\$9.50	\$570	TAGALOG <> ENGLISH	\$7.50	\$450
TAIWANESE <> ENGLISH	\$9.50	\$570	THAI <> ENGLISH	\$9.50	\$570
TURKISH <> ENGLISH	\$7.50	\$450	URDU <> ENGLISH	\$7.50	\$450
VIETNAMESE <> ENGLISH	\$9.50	\$570			

## EXPEDITED TURNAROUND TIMES AVAILABLE

- Cost & turnaround time is determined by quality of audio, number of speakers, density of audio, time coding and audio format
- AML-Global rates are subject to change without prior notification
- Projects requiring both source & target language transcripts will be individually quoted
- Source to source language combinations are charged at 75% of the listed rates above.
- Rates effective January 1, 2013
- All jobs are individually priced
- Standard delivery format is in Microsoft Word
- Specialized projects will be quoted individually
- Minimums will apply for all languages
- There will be additional charges for time coding based on the language and specific requirements
- Expedited rates will apply

## AMERICAN LANGUAGE SERVICES EDUCATION CLIENT LIST (PARTIAL LIST)

ABC Unified School District  
Acton School District Office  
Alhambra Unified School District  
Anaheim City School District  
Antelope School District  
Arizona State University  
Azusa Unified School District  
Baldwin Park Unified School District  
Bassett Unified School District  
Bellflower Unified School District  
Beverly Hills Unified School District  
Bonita Unified School District  
Carlsbad Unified School District  
Castaic Union School District  
Centinella Valley Union School District  
Charter Oak Unified School District  
Claremont Unified School District  
Compton Unified School District  
Conejo Valley Unified School District  
Corinne A. Seeds University Elementary School  
Corona Norco Unified School District  
Covina Valley Unified School District  
Crescenta Valley Water District  
Culver City Unified School District  
DeVry University  
Downey Unified School District  
Duarte Unified School District  
East Whittier City School District  
Eastside Union District  
El Rancho Unified School District  
El Segundo Unified School District  
Fairbanks North Star Borough School District  
Federal Wage and Labor Law Institute  
Franklin Elementary School  
Garvey School District  
Glendale Unified School District  
Glendora Unified School District  
Gorman School District  
Hacienda La Puente Unified School District  
Hampton University  
Harvey Mudd College  
Hawthorne School district  
Hermosa Beach City School District  
Hughes Elizabeth Lakes School District  
Inglewood Unified School District  
Keppel School District  
La Canada Unified School System  
Lancaster School District  
Las Virgenes School District  
LAUSD (Los Angeles) Community Outreach  
LAUSD District 8, A, B, C, D, E, F, G, H, I, J  
LAUSD Translation Unit  
Lawndale School District  
Learn.com  
Lennox School District  
Little Lake City School District  
Long Beach City College CITD-CMTAC  
Long Beach City College CITD-CMTAC  
Long Beach Unified School District  
Los Angeles County Office of Education  
Los Nietos School District  
Lynwood Unified School District  
Marquez Charter School  
MIND Institute  
Monrovia Unified School District  
Montebello Unified School District  
NewHall School District

### World Headquarters

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[www.alsglobal.net](http://www.alsglobal.net)

## AMERICAN LANGUAGE SERVICES EDUCATION CLIENT LIST (PARTIAL LIST) (continued)

Orange County Department of Education	SELPA Los Angeles USD
Oxnard School District	SELPA Norwalk – La Mirada
Palmdale School District	SELPA Pasadena
Palos Verdes Peninsula	SELPA Santa Clarita
Paramount Unified School District	SELPA Southwest Service Area (Lawndale)
Pasadena Unified School District	SELPA Tri-Cities (Beverly Hills)
Placer County Office of Education	SELPA Ventura County
Pomona Unified School District	SELPA Whittier Area CO-OP
Redondo Beach Unified School District	Simi Valley Unified School District
Rio School District	South Pasadena Unified School District
Riverside Unified School District	South Whittier School District
Rosemead School District	Southern CA School of Interpreting
Rowland Unified School District	Stanford University
San Bernardino County Schools	Sulphur Springs School District
San Diego School District	Temple City Unified School District
San Francisco Unified School District	Torrance Unified School District
San Gabriel Unified School District	UCEA
San Marino Unified School District	UCLA Law School
Santa Monica – Malibu School District	UCLA Molecular Pharmacology Department
Saugus School District	University of Southern California
SELP Casa Pacifica	Walnut Valley Unified School District
SELPA Antelope Valley	West Covina Unified School District
SELPA Corona-Norco USD	Western Psychological Services
SELPA Downey-Montebello	Westside School District
SELPA East San Gabriel Valley (Arcadia)	Whittier City School District
SELPA East San Gabriel Valley (Covina)	Whittier Union High School District
SELPA East Valley Consortium	William S. Hart Union School District
SELPA Foothill (Glendale)	Wilsona School District
SELPA Long Beach	Wiseburn School District

### World Headquarters:

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[www.alsglobal.net](http://www.alsglobal.net)

**BOARD AGENDA ITEM**

**Name of Contributor(s):** Dr. Cesar Morales

**Date of Meeting:** 6/24/15

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

**Approval of Agreement #15-17 – enVision Consulting Group (Morales/Thomas)**

California Education Code (EC) 48980 requires school districts to annually notify parents of their rights and responsibilities with respect to a number of topics listed in the California Education Code. This notification is the “Parent Handbook” distributed at the beginning of each school year. Envision Consulting Group will assist the District in preparing the handbook, as well as offer translation for the handbook.

**Term of Agreement: July 1, 2015 through June 30, 2016**

**FISCAL IMPACT:**

\$2,750.00 – General Fund

**RECOMMENDATION:**

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Superintendent, that the Board of Trustees approve Agreement #15-17 with enVision Consulting Group.

**ADDITIONAL MATERIAL(S):**

**Attached:**      Agreement #15-17, enVision Consulting Group (6 Pages)





# enVision Consulting Group

## Consulting Services Agreement

This agreement is hereby entered into on June 24, 2015 (Effective Date) and between the **Oxnard School District**, hereinafter referred to as "District", and **enVision Consulting Group, Inc.**, (A California Corporation), hereinafter referred to as "Consultant."

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Consultant is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

**District accepts the following consulting services** (indicate selections by initialing in provided space):

\_\_\_\_\_ Annual Parents' Rights Notification Services (Appendix A)



SARC



Translation Services

### Consulting Services



Annual Parent Notification



Mandated Costs



School Site Safety Plan



School Site Plan



Title I Notices



# enVision Consulting Group

## I. DISTRICT'S RESPONSIBILITIES

I.1. District will provide Consultant with all the documents, records and information necessary, in both electronic and paper copies to complete services. District agrees to promptly pay Consultant for fees for services rendered. Payments are due and payable within 30 days after the invoice date.

## II. CONSULTANT'S RESPONSIBILITIES

II.1. See Appendix related to individual service agreement for specific responsibilities.

## III. TERM

Consultant shall commence providing services under this agreement on Effective Date, and will diligently perform as required and complete services within timeframe indicated on Appendix A.

## IV. EXPENSES

District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District.

## V. INDEPENDENT CONTRACTOR

Consultant, in the performance of this agreement, shall be and act as an independent contractor. Consultant understands and agrees that Consultant and all of Consultant's employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Consultant assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this agreement. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees.

## VI. MATERIALS

VI.1. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this agreement.

VI.2. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of Consultant's profession.



# enVision Consulting Group

## VII. TERMINATION

District may, with or without reason, terminate this agreement and compensate Consultant for services rendered to the date of termination. District must submit termination request in writing and deliver via certified U. S. Mail to Consultant 30 days prior to actual date of termination of services by Contractor. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

## VIII. HOLD HARMLESS

VIII.1. Consultant agrees to and does hereby indemnify, hold harmless and defend the District and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

VIII.1.1. Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Consultant or any person, firm or corporation employed by the Consultant, either directly or by independent contract, upon or in connection with the services called for in this agreement, however caused, except for liability for damage referred to above which result from the negligence or willful misconduct of the District or its officers, employees or agents.

VIII.1.2. Any injury to or death of any person(s), including the District's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the Consultant, or any person, firm or corporation employed by the Consultant, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this agreement, whether said injury or damage occurs whether on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

VIII.1.3. Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this agreement.

## IX. WORKERS' COMPENSATION

Consultant shall purchase and maintain policies of Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California.

## X. COMPLIANCE WITH APPLICABLE LAWS

The services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Consultant agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Consultant, Consultant's business, equipment and personnel engaged in services covered by this agreement or accruing out of the performance of such services.



# enVision Consulting Group

## XI. ENTIRE AGREEMENT/AMENDMENT

This agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement.

## XII. NOTICE

All notices or demands to be given under this agreement by either party to the other, shall be in writing and given either by (a) personal service or (b) by U. S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U. S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this agreement, the addresses of the parties are as follows:

District:

Oxnard School District  
1051 South A Street  
Oxnard, CA 93030-7442

Consultant:

enVision Consulting Group, Inc.  
10535 Foothill Boulevard, Suite 410  
Rancho Cucamonga, CA 91730

## XIII. SEVERABILITY

If any term, condition or provision of this agreement and any exhibit attached hereto is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

## XIV. ATTORNEY FEES/COSTS

Should litigation be necessary to enforce any terms or provisions of this agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

**THIS AGREEMENT IS ENTERED INTO THIS 24<sup>th</sup> DAY OF June, 2015.**

**BOARD APPROVAL DATE: 6/24/15**

**Oxnard School District**

**enVision Consulting Group, Inc.**

By: \_\_\_\_\_  
(Signature of authorized representative)

By : \_\_\_\_\_

Lisa A. Franz, Director, Purchasing  
(Print name of authorized representative)

Beth Hunter, President



# enVision Consulting Group

## Appendix A

### **ANNUAL PARENT’S RIGHTS NOTIFICATION**

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by consultant: Preparation of Annual Parent’s Rights Notification as required by Education Code Section 48980.

#### **I. CONSULTANT’S RESPONSIBILITIES**

- I.1. Consultant shall collect, document and process the information necessary to prepare Annual Parent’s Rights Notification.
- I.2. Consultant will provide one completed English version of Annual Parent’s Rights Notification in grayscale, along with an electronic file for English versions (in a Portable Document Format) on CD Rom.
- I.3. Consultant will make a good faith effort to prepare Annual Parent’s Rights Notification in accordance with existing laws, regulations and applicable written guidelines.

#### **II. SUPPLEMENTARY SERVICES**

- II.1. Spanish Translation Services – should District elect Spanish Translation services (English to Spanish) in the Compensation section of this agreement, Consultant shall translate from English to Spanish the Annual Parent’s Rights Notification and will provide one completed Spanish version of Annual Parent’s Rights Notification in grayscale, along with an electronic file for Spanish Version (in a portable Document Format) on CD Rom.
- II.2. Printing Services – should District elect printing services, Consultant will provide district with a quote related to the specific document format selected by the district and the number of notices required to be printed by Consultant.

#### **III. COMPENSATION**

District agrees to pay the Consultant for services satisfactorily rendered pursuant to this agreement a fee of (select term/compensation by initialing in the space provided):



# enVision Consulting Group

## Annual Parent's Rights Notification

- \_\_\_\_\_ One Year Agreement – 2015-16 APN  
**\$1,500** for Annual Parent's Rights Notification services performed during the term of this contract for all required components. District may elect to include up to 5 additional pages of information at the rate of **\$500 billed in addition to the fixed rate**. The contract includes all fees and expenses.
- \_\_\_\_\_ Two-Year Agreement - 2015-16 & 2016-17 APN  
**\$1,250** for Annual Parent's Rights Notification services performed during the term of this contract for all required components. District may elect to include up to 5 additional pages of information at the rate of **\$500 billed in addition to the fixed rate**. The contract includes all fees and expenses.
- \_\_\_\_\_ Three-Year Agreement – 2015-16, 2016-17 & 2017-18 APN  
**\$1,000** for Annual Parent's Rights Notification services performed during the term of this contract for all required components. District may elect to include up to 5 additional pages of information at the rate of **\$500 billed in addition to the fixed rate**. The contract includes all fees and expenses.

Fee schedule for Annual Parent's Rights Notification services is as follows:

<u>Payment Amount</u>	<u>Due Date</u>
70%	Upon execution of contract
20%	Upon delivery of Annual Parent's Rights Notification draft
10%	Upon delivery of completed, approved Annual Parent's Rights Notification document

## SPANISH TRANSLATION SERVICES

- \_\_\_\_\_ **District accepts Spanish Translation Services** and has selected the following term/compensation:
- \_\_\_\_\_ One Year Agreement – 2015-16 APN  
**\$500** Annual Parent's Rights Notification English to Spanish translation services performed during the term of this agreement. District may elect to include up to 5 additional pages of information at the rate of **\$250 billed in addition to the fixed rate**.
- \_\_\_\_\_ Two-Year Agreement - 2015-16 & 2016-17 APN  
**\$450** Annual Parent's Rights Notification English to Spanish translation services performed during the term of this agreement. District may elect to include up to 5 additional pages of information at the rate of **\$250 billed in addition to the fixed rate**.
- \_\_\_\_\_ Three-Year Agreement – 2015-16, 2016-17 & 2017-18 APN  
**\$400** Annual Parent's Rights Notification English to Spanish translation services performed during the term of this agreement. District may elect to include up to 5 additional pages of information at the rate of **\$250 billed in addition to the fixed rate**.

Fee schedule for Spanish Translation services is as follows:

<u>Payment Amount</u>	<u>Due Date</u>
50%	Upon execution of contract
50%	Upon delivery of drafts

**BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Cesar Morales

**Date of Meeting:** 6/24/15

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

**Approval of Agreement/MOU #15-18 – Camarillo Hospice (Morales/Phipps)**

Camarillo Hospice will provide grief support group sessions for the Oxnard School District by providing free care, comfort, support and counseling to individuals and families facing a life-limiting illness and/or grieving the loss of a loved one. These sessions will be facilitated by a Marriage and Family Therapist (MFT) intern from Camarillo Hospice under the supervision of the Director of Counseling Services of Camarillo Hospice, a licensed Marriage and Family Therapist.

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

It is the recommendation of the Director, Pupil Services, and the Superintendent, that the Board of Trustees approve Agreement/MOU #15-18 with Camarillo Hospice, at no cost to the district.

**ADDITIONAL MATERIALS:**

**Attached:** Agreement/MOU #15-18, Camarillo Hospice (2 Pages)

# Memorandum of Understanding #15-18

## Camarillo Hospice

This Memorandum of Understanding (MOU) is entered into by and between Camarillo Hospice and the Oxnard School District.

**Purpose:** Camarillo Hospice is a volunteer hospice and grief support center dedicated to the dignity of life by providing free care, comfort, support and counseling to individuals and families facing a life-limiting illness and/or grieving the loss of a loved one. Camarillo Hospice will provide grief support group sessions for the Oxnard School District. These sessions will be facilitated by a Marriage and Family Therapist (MFT) intern from Camarillo Hospice under the supervision of the Director of Counseling Services of Camarillo Hospice, a Licensed Marriage and Family Therapist.

**Term:** The term of this MOU shall commence July 1, 2015 and shall terminate June 30, 2016.

**Compensation:** The Oxnard School District will not be charged for the services provided by Camarillo Hospice.

### **Description of Services:**

**A. Oxnard School District agrees to the following:**

1. Serve as lead administrative agent of all schools.
2. Provide space to accommodate the Provider's staff as they meet with students and families at school sites.
3. Provide family referrals to the Provider as appropriate.



4. Outreach specialists or designated staff will provide information about the Provider and offered programs to families as appropriate.

**B. Camarillo Hospice agrees to the following:**

1. Provide counseling services in English and Spanish by MFT interns under the direct supervision of the director of counseling services of Camarillo Hospice, a licensed Marriage Family Therapist.
2. Provide in-service trainings for staff to educate them on what to look for and how to manage students in class who have had a loss or are experiencing grief.
3. Provide multiple support groups available for individual and families to attend.
4. Provider will provide documentation of liability insurance with Oxnard School District listed as additional insured.
5. Provider agrees to follow Oxnard School District program guidelines and comply with HIPPA standards.

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

**Authorized Approval:**

**Camarillo Hospice:**

**Oxnard School District:**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

Stacia Sickle, LCSW  
Coordinator of Youth Services  
\_\_\_\_\_  
*Typed Name/Title*

Lisa A. Franz  
Director, Purchasing  
\_\_\_\_\_  
*Typed Name/Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

**BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Cesar Morales

**Date of Meeting:** 6/24/15

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

**Approval of Agreement/MOU #15-19 – The Coalition for Family Harmony (Morales/Phipps)**

The Coalition for Family Harmony will provide education groups on dating violence prevention to identified students at the Middle Schools. Resources and referrals to additional services offered by The Coalition for Family Harmony will be provided to identified students and families.

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

It is the recommendation of the Director, Pupil Services, and the Superintendent, that the Board of Trustees approve Agreement/MOU #15-19 with The Coalition for Family Harmony.

**ADDITIONAL MATERIALS:**

**Attached:** Agreement/MOU #15-19, The Coalition for Family Harmony (2 Pages)

# MEMORANDUM OF UNDERSTANDING #15-19

The Coalition for Family Harmony  
and  
Oxnard School District

This Memorandum of Understanding (MOU) is entered into by and between The Coalition for Family Harmony and the Oxnard School District.

**PURPOSE:** The purpose of the MOU is to establish and maintain a provision of service relationship between the two parties. The Coalition will provide trained facilitators to work in conjunction with school assistant principals, counselors and outreach specialists to coordinate and facilitate Teen Dating Violence Education Groups at the Middle Schools for 7<sup>th</sup> and 8<sup>th</sup> grade girls and Bystander Groups for 7<sup>th</sup> and 8<sup>th</sup> grade boys.

Classes and intervention sessions will be conducted at designated Intermediate schools, based on need factor and identification of students. Teen Dating Violence groups will be for seven weeks /1 hour per session. The Bystander Groups will be for two week /1 hour sessions. All groups will be run by MFT Interns and Trainees who are under Clinical Supervision. The curriculum will cover the myths of sexual harassment, sexual assault and rape, methods that perpetrators use, date rape drugs, and rape and sexual assault prevention. The Coalition also offers a multitude of services that counselors and outreach specialists may refer families to as they are identified, such as: counseling, parenting programs, child abuse intervention programs, legal services, crisis response and intervention, and emergency shelter. If students within the group are identified as being in need of additional services, they and their families could be referred to some of the other services available through the coalition. Should MFT interns be available through The Coalition for Family Harmony, students may be seen on school campuses.

**TERM:** The term of this MOU shall commence July 1, 2015 - June 30, 2016.

**COMPENSATION:** The Oxnard School District will not be charged for the services provided by The Coalition for Family Harmony for this program.

## DESCRIPTION OF SERVICES:

### A. Oxnard School District agrees to the following:

1. Serve as lead Administrative Agent of all schools.
2. Provide space to accommodate the Coalition staff member assigned at each school.
3. Refer students through teacher referrals, SST and CST referrals based on the needs of the student.
4. The Outreach Specialists and counselors will organize, update and maintain records for all students and provide feedback to teachers.
5. Utilize Oxnard School District approved parent permission slips for participation prior to students being served.

**B. The Coalition for Family Harmony agrees to the following:**

1. Provide trained facilitators at all agreed sites.
2. Work within the time frame appropriate for the school and agreed upon with the Site Assistant Principals, not interrupting instructional time.
3. Follow Oxnard School District HIPPA procedures concerning client confidentiality.
4. Provide individual and group supervision to facilitators.
5. Utilize Pre and Post surveys with students attending groups and share the data with the Site Administrator and Outreach Specialists.
6. Provide representation at meetings convened by the Oxnard School District to review the program.
7. Be responsible for having all facilitators screened and fingerprinted and tested for TB at their cost prior to beginning the program. The Coalition will be responsible for ensuring that all facilitators sent to the school sites have proper clearance to work with children as well as a cleared TB test.
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:**

**The Coalition for Family Harmony:**

**Oxnard School District:**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

Caroline Prijatel-Sutton, Executive Director

Lisa A. Franz, Director, Purchasing

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

**BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Cesar Morales

**Date of Meeting:** 6/24/15

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

**Approval of Agreement #15-20 – VCOE–Hearing Conservation & Audiology Services  
(Morales/Phipps)**

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VCOE-Hearing Conservation & Audiology Services, through coordination with district nursing staff, will conduct hearing screenings for Oxnard School District students for the 2015-2016 school year. Hearing screenings are mandated in grades K, 2, 5 and 8. VCOE-Hearing Conservation & Audiology Services will follow-up and inform nurses, teachers, and other team members about hearing concerns and strategies to help link families to services.

**FISCAL IMPACT:**

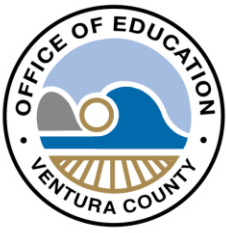
Not to exceed \$74,900.00 – General Fund

**RECOMMENDATION:**

It is the recommendation of the Director, Pupil Services, and the Superintendent, that the Board of Trustees approve Agreement #15-20 with VCOE-Hearing Conservation & Audiology Services.

**ADDITIONAL MATERIALS:**

**Attached:** Agreement #15-20, VCOE-Hearing Conservation & Audiology Services  
(10 Pages)



# VENTURA COUNTY OFFICE OF EDUCATION

Stanley C. Mantooth, County Superintendent of Schools

## SERVICES AGREEMENT

\_\_\_\_\_  
Requisition Number

\_\_\_\_\_  
Purchase Order Number

\_\_\_\_\_  
Contract Number

This Services Agreement (the "Agreement") is made and entered into this 24 day of Jun, 2015  
by and between OXNARD SCHOOL District  
(hereinafter referred to as "District") and Ventura County Office of Education, (hereinafter  
referred to as "Provider.")

### DISTRICT.

Oxnard School District  
District

(805) 385-1501  
Telephone Number

1051 South A Street  
Street Address

(805) 487-9648  
Fax Number

Oxnard, CA 93030  
City, State, Zip code

mhipps@oxnardsd.org  
E-mail Address

95-6002318  
Tax Identification or Social Security Number

\_\_\_\_\_  
License Number (if applicable)

- A. District desires to engage Provider services as more particularly described on "Statement of Work" which is attached hereto and incorporated herein by this reference ("Services").
- B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

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

- 1. **CONDITIONS.** Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

\_\_\_\_\_  
Contract Number

2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status, and is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to District employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

3. **NON-EXCLUSIVITY.**

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

4. **SERVICES.** Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

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

5. **TIME OF PERFORMANCE.** The term of this Agreement shall commence on July 1, 2015, and terminate on June 30, 2016. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

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

Provider shall send District quarterly statements indicating Provider’s fees and costs incurred and their basis and any current balance owed. If no Provider’s fees or costs are incurred for a particular time period, or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the District.

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

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

7. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and subconsultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and affect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement

8. **TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it



is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns. If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3<sup>rd</sup>) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

Oxnard School District  
District  
  
Attn: Marikaye Phipps  
  
1051 South A Street  
Street  
  
Oxnard, CA 93030  
City, State, Zip Code

Ventura County Office of Education  
Provider  
  
Attn: Tom Etchart  
  
5189 Verdugo Way  
Street  
  
Camarillo, CA 93012  
City, State, Zip Code

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

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

12. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination.

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

Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

14. **INDEMNIFICATION.** District agree to defend, indemnify, and hold harmless the Provider, 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 person or property, or any other loss, sustained or claimed to have been sustained arising out of activities of District or those of any of its officers, agents, employees, or students , but only in proportion to and to the extent that such claims, demands, losses, damages and expenses, legal fees and costs, other obligations or claims, or any other loss is caused by or results from the negligent or intentional acts or omissions of District or its officers, employees, agents, or students. District shall also pay for any and all damage to the real and personal property of the Provider, or loss or theft of such property, in proportion to and to the extent that such damage, loss, or theft is caused by District or its officers, employees, agents, or students. The Provider assumes no responsibility whatsoever for any property placed on Provider premises by District or its officers, employees, agents, or students. District further hereby waives any and all rights of subrogation that it may have against the Provider.

The Provider agrees to defend, indemnify, and hold harmless the Regents, and its officers, employees, agents, and students, 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 person or property, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, or volunteers of the Provider, but only in proportion to and to the extent that such claims, demands, losses, damages and expenses, legal fees and costs, other obligations or claims, or any other loss is caused by or results from the negligent or intentional acts or omissions of the Provider or its officers, employees, agents, or volunteers.

15. **INSURANCE.** District and the Provider each recognizes and accepts that the other party is self-insured. Each party will maintain coverages commensurate with its activities under this Agreement. Either party may, at that party's discretion, purchase commercial insurance to cover its exposure hereunder.

District will provide the Provider with a certificate of insurance, or a substantially equivalent document, showing evidence of District's workers' compensation insurance coverage, general liability insurance coverage, professional liability (errors and omissions) insurance coverage, and abuse/molestation insurance coverage. The Provider will provide District with a certificate of insurance, or a substantially equivalent document, showing evidence of the Provider's workers' compensation insurance coverage and general liability insurance coverage. The Provider shall be named an additional insured on the District's general liability insurance coverage and on the District's abuse/molestation insurance coverage. District shall be named as an additional insured on the Provider's general liability insurance coverage.

Worker's Compensation insurance will be maintained at statutory limits and all other insurance will have limits of \$1,000,000.

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

Certain entities that contract with a school district are required to comply with Education Code section 45125.1 regarding fingerprinting requirements unless the district determines that the Provider will have limited contact with students.

Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider will provide proof, upon request, that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

17. **GOVERNING LAW AND VENUES.** This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.”

18. **ARBITRATION.** Any dispute arising under this Agreement, including, without limitation, all disputes relating in any manner to the performance or enforcement of this Agreement shall be resolved by binding arbitration in Ventura County pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the “Rules”). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

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

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

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

19. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney's fees and costs incurred in connection with such actions or proceeding
20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District. If the District does not request District's document(s) for a particular service, Provider will retain document(s) as required by law.
21. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.
22. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
23. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
24. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
25. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
26. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each

party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

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

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

Oxnard School District  
District

Ventura County Office of Education  
Provider

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Lisa A. Franz  
Name

Tom Etchart  
Name

Director, Purchasing  
Title

Director, Internal Business Services  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# STATEMENT OF WORK

## *Description of Work*

### 1. Hearing Screening Services

_____ Initial
------------------

- YES – *Check and initial here* indicating the district intends for VCOE to provide school-site hearing screening services to students. Also check and initial below the populations to be included under this contract.
  
- NO – The district will not be requesting hearing screening services from VCOE.

#### **Populations:**

**Mandated** student populations (per Ed Code Section 49452 and CCR Title 17 Section 2951) to find students with a high probability of hearing loss and monitor students with previous screening failure.

_____ Initial
------------------

- General education students receiving hearing screening by an audiometrist at the school sites, including:
  - Students in mandated grades (TK and/or K, 2, 5, 8, 10\*)  
(\*only if district did not submit/receive approval from state for 10<sup>th</sup> grade waiver)
  - Students in any grade for the purpose of monitoring previous hearing screening failure
  - Students referred due to teacher or parent concern
  - Students at first entry into the California public school system (which would include TK/JK students)
  - Students in special education are screened, per ed code, at the initial entry to special education and every third year thereafter. Special education students *with mild involvement* found within general\*\* education and special\*\*\* education classrooms will be included in the mass screening.
    - \*\*Special education students in mandated general education classrooms will be screened regardless of IEP status
    - \*\*\*Special education students in SDC classrooms with *mild involvement* to be included in the mass screening will be identified by school personnel. Additional special education students that fall outside the mandate can be included at the discretion of school personnel.
  - Includes a mandated second visit 2-6 weeks post initial screening to re-test failures and catch previously absent students

_____ Initial
------------------

- Special education students with *moderate/severe involvement* will receive Functional Screening by an audiologist, outside of the mass school screening, as part of the initial entry into special education and every three years thereafter.
  - Special education students in *moderate/severe* SDC classrooms to receive functional screening will be identified by school personnel. Additional special education students that fall outside the mandate can be included at the discretion of school personnel.

**Non-mandated** student populations receiving hearing screening. Check and initial the populations to be included under this contract.

_____ _____ Initial
---------------------------

- Preschool
- Other (describe) \_\_\_\_\_

**2. Hearing Evaluation Services**

**Audiological Evaluations** are conducted at VCOE to determine the presence and characteristics of hearing loss, and to link parents to community-based services, for students referred due to hearing screening failure, absenteeism or inability to comply during school-based screening, or at the request of school or district personnel.

**Hearing Aid/Cochlear Implant evaluations** are conducted at VCOE at the referral of school or district personnel to determine the deaf/hard of hearing student’s auditory function with and without the use of their hearing device.

**Central Auditory Processing (CAPD) evaluations** are conducted at VCOE at the referral of school teams to determine the student’s ability to process auditory information in relation to speech, language, learning or academic deficits. Assessment includes gathering of student records, comprehensive testing, and report generation. District may desire additional services post-testing, such as IEP attendance and consultation with family or school/district personnel.

3. **Educational Audiology Services** for deaf and hard of hearing students who do not qualify for special education, including students with and without a 504 plan. Services are requested by school/district personnel and include consultation, assessment of functional listening skills in the classroom to determine the need and benefit from Hearing Assistive Technology (HAT), teacher orientation to a student’s hearing loss and hearing devices, determination of accommodations, and HAT procurement, delivery and monitoring.

***Work Schedule***

Screening and audiological services will be conducted during normal school/business hours with service dates determined via mutual agreement of VCOE Hearing Conservation and the applicable school/family.

***Schedule of Fees***

<b>Service</b>	<b>Fees*</b>
Hearing Screening	\$800/day per audiometrist \$400/half day
Functional Screening (special education moderate/severe)	\$1000/day for audiologist \$500/half day
Audiological Evaluation at VCOE	\$120
Hearing Aid/Cochlear implant Evaluation at VCOE	\$180
Central Auditory Processing (CAPD) Evaluation	\$500
CAPD post-testing services	\$110/hour billed to the quarter hour
Educational Audiology Services (non-special ed; private and charter schools)	\$110/hour billed to the quarter hour

\*All fees include pre- and post-service clerical and administrative support, data management, documentation, consultation with school/district personnel/families, records gathering and retention, student tracking, and mileage (where applicable).

***Payment Schedule:*** Districts will be billed quarterly.

**BOARD AGENDA ITEM**

Name of Contributor(s): Dr. Cesar Morales

Date of Meeting: 6/24/15

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

**Approval of Agreement #15-21, CSBA's Practi-Cal Inc. (Morales/Phipps)**

CSBA's Practi-Cal Incorporated will provide technical support for the collection and submission of direct service Medi-Cal billing. Professional development will be provided to staff to ensure compliance with state and federal guidelines, maximize reimbursements, and ensure staff knowledge of billable activities and regulations. CSBA will serve as the authorized billing agent for OSD to file and process claims to DHCS, or state contracted designee, for reimbursement of health care and/or related services provided by the District's professionals to eligible students.

**FISCAL IMPACT:**

Total cost not to exceed \$100,000.00 - LEA Medi-Cal funds.

**RECOMMENDATION:**

It is the recommendation of the Director, Pupil Services, and the Superintendent, that the Board of Trustees approve Agreement #15-21 with CSBA's Practi-Cal Inc.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement #15-21, CSBA's Practi-Cal Inc. (12 Pages)



**CSBA's**  
**PRACTI-CAL**

**MEDI-CAL LEA BILLING OPTION SERVICES AGREEMENT BETWEEN**  
**THE**  
**OXNARD SCHOOL DISTRICT**  
**AND**  
**CSBA'S PRACTI-CAL, INC.**

Whereas the DISTRICT (hereinafter referred to as "DISTRICT") desires to contract for Medi-Cal LEA Billing Option services; and CSBA's Practi-Cal, Incorporated (hereinafter referred to as PRACTI-CAL) is willing to provide such services through its Medi-Cal Services Program;

Now, therefore in consideration of the mutual Agreements and definitions contained herein, the parties hereto agree as follows:

1. **Definitions** The parties agree to this agreement and mutually accept the following definitions of the enumerated terms:
  - 1.1 PRACTI-CAL means Practi-Cal, Incorporated. When used in the context of the performance of tasks, this is extended to include its subcontractors when performing duties in connection with this contract.
  - 1.2 DISTRICT means an independent public school district, county office of education, Office of the County Superintendent of Schools, Special Education Local Plan Area or community college district in the State of California.
  - 1.3 AGREEMENT means this contract between the DISTRICT and PRACTI-CAL, along with exhibits A and B.
  - 1.4 Claim means the right of the DISTRICT to seek reimbursement for a service or services provided to a named student on a given day by a named service provider.
  - 1.5 LEA means a Local Educational Agency.
  - 1.6 DHCS means Department of Health Care Services.
  - 1.7 SELPA means a Special Education Local Plan Area.

## 2. Commencement, Amendment, and Termination

### Commencement

- 2.1 The parties hereby enter into this agreement for a period of three years beginning the date of execution of this agreement and remaining in full force and affect, except as amended or terminated as hereinafter provided. This term will automatically renew for a new three year term after the completion of the period and then after the end of each period unless notice is given as detailed below.

### Amendment

- 2.2 This agreement shall become subject to amendment in the event any legislative, executive or regulatory action or any court decision which, in the judgment of PRACTI-CAL, prohibits or modifies any services or actions contemplated by this AGREEMENT.
- 2.3 Any alterations, variations, modifications or waivers of provisions of this AGREEMENT shall be valid only when they have been reduced to writing, duly signed and attached to the original of this AGREEMENT.

### Termination

- 2.4 This AGREEMENT may be terminated at any time by either party giving not less than ninety days written notice to the other party specifying the date of termination.
- 2.5 This AGREEMENT shall become subject to termination in the event of any legislative, executive or regulatory action or any court decision which, in the judgment of PRACTI-CAL, prohibits the expenditure of federal and/or state funds for the services or actions contemplated by this AGREEMENT.
3. **PRACTI-CAL Responsibilities:** PRACTI-CAL is responsible for the duties specified in Exhibit A, whether provided by internal staff or by its subcontractor or its designee.
4. **DISTRICT Responsibilities:** The DISTRICT is responsible for performing the duties specified in Exhibit B.

5. **Fees for Services**

5.1 In consideration for all services rendered pursuant to this AGREEMENT the DISTRICT shall pay PRACTI-CAL 9% of the current federal match rate of claims submitted to DHCS for reimbursement. These fees will not exceed 10.5% annually of the approved warrant amount from DHCS. If the annual fees exceed 10.5%, the difference will be rebated back to the district. The DISTRICT agrees to pay as soon as administratively possible, but no later than 30 days after receipt of the funds from EDS.

5.2 PRACTI-CAL reserves the right to collect all fees that are due for any CLAIMS submitted for payment for any period preceding notice of termination or actual termination whichever occurs last. A 2% late fee will be assessed to any unpaid invoice exceeding 45 days. Termination of this AGREEMENT shall not relieve the DISTRICT of the responsibility to pay any fees payable pursuant to this AGREEMENT.

6. **Events of Default:** Upon the occurrence of an event of default by either party to this AGREEMENT, the non-defaulting party may terminate this AGREEMENT after giving the appropriate written notice to the defaulting party. Each of the following events constitutes an event of default:

6.1 If DISTRICT fails to make any payment on or before the due date and fails to cure this delinquency within thirty days of such delinquency.

6.2 If DISTRICT commits any breach of any covenant, warranty or agreement herein contained, and fails to remedy any such breach and such failure shall continue for fifteen days after written notice thereof from PRACTI-CAL to the DISTRICT, then PRACTI-CAL may, at its option, and in addition to any other remedies to which it may be entitled, cancel and terminate this AGREEMENT by thirty days notice in writing to such effect.

6.3 If PRACTI-CAL commits any breach of any covenant, warranty or agreement herein contained, and fails to remedy any such breach and such failure shall continue for fifteen days after written notice thereof from the DISTRICT to PRACTI-CAL, then the DISTRICT may, at its option, and in addition to any other remedies to which it may be entitled, cancel and terminate this AGREEMENT by thirty days notice in writing to such effect.

7. **Errors and Omissions:** No accidental errors or omissions upon the part of either party shall relieve the other party of its responsibilities under the AGREEMENT, provided such errors and omissions are reported as soon after discovery as possible. Both parties agree to carry such errors and omissions insurance as will protect the other party from injury not the fault of the injured party.
8. **Confidentiality:**
  - 8.1 Except to the extent permitted under federal or state law, regulation or standards; and to the extent required to qualify students as clients or beneficiaries of services for benefits for which they are, or may be, entitled under State, local or federal entitlement or laws, under policies, contracts or insurance payments contemplated within the scope of this AGREEMENT, PRACTI-CAL shall not during or after the period of this AGREEMENT, without authorization from the DISTRICT, disclose or use for the benefit of any person, corporation or other entity or itself, any files or any other confidential or personally identifiable information concerning students and/or their families. Confidential or personally identifiable information shall mean information not generally known to the public which is disclosed to PRACTI-CAL, its agents or employees, or known by them as a consequence of this AGREEMENT, whether or not pursuant to this AGREEMENT.
  - 8.2 The DISTRICT shall not, except to the extent permitted or required by law, disclose any proprietary information it may learn as a consequence of this AGREEMENT, to anyone other than an employee of the DISTRICT, who requires such information to perform hereunder, or an employee of PRACTI-CAL or its designee.
9. **Warrantees:** The DISTRICT represents and warrants that:
  - 9.1 This instrument is executed with the full knowledge of and understanding of its term and meanings by the DISTRICT and is executed by a person who has the authority of the governing board to do so.
  - 9.2 This instrument is being executed in multiple counterparts, each of which are the same AGREEMENT and any of which shall be considered an original instrument.
  - 9.3 All information provided or otherwise supplied to PRACTI-CAL or its designee shall, to the best of its knowledge and belief, be true, accurate and complete and that the DISTRICT has the right to file such CLAIMS as documented.

- 9.4 That the filing of claims through PRACTI-CAL pursuant to this AGREEMENT will not be knowingly in violation of any law or contract to which the DISTRICT is a party.
- 9.5 That neither the DISTRICT nor its employees shall submit Medicaid CLAIMS except through PRACTI-CAL during the term of this AGREEMENT.
10. **Ownership of Products of AGREEMENT:** The parties hereto agree that all forms, materials, software and other documents including, but not limited to, criteria, policies and procedures developed by PRACTI-CAL as a direct result of, or instrumental to, this AGREEMENT shall, at all times, remain the property of PRACTI-CAL and may not be distributed, published or sold to third parties, persons or entities without the express, written consent of PRACTI-CAL.
11. **Remedies of the Parties**
- 11.1 The parties hereto acknowledge that, notwithstanding the fact that this AGREEMENT is terminable upon notice, the restrictions contained in this AGREEMENT are reasonable and necessary protection of the legitimate interests of the parties, that any violation of the terms of this agreement might cause substantial injury to the parties and that the parties hereto would not have entered into this AGREEMENT without receiving the additional consideration offered by each party in binding itself, its agents and its employees to these restrictions. In the event of violation of any of these restrictions, each party shall be entitled to preliminary and permanent injunctive relief in addition to any other remedy.
- 11.2 Disputes with respect to this AGREEMENT shall be discussed and resolved, if possible, by authorized representatives of PRACTI-CAL and the DISTRICT. The parties hereby agree to use their best efforts to promptly resolve any such dispute. If, however, the parties are not successful in resolving such dispute within thirty days from the date such dispute arises, then either party shall be free to exercise any rights it might have under paragraphs 2.3, 2.4, 2.5 of this AGREEMENT or under the law without the necessity of seeking judicial cancellation of this AGREEMENT and without the necessity of a formal placing in default.

11.3 All notices required by or relating to this AGREEMENT shall be in writing and shall be sent to the parties to this AGREEMENT at their addresses set below unless changed from time to time, in which event each party shall notify the other in writing of such change. All such notice shall be deemed duly given if deposited, registered or certified mail, in the United States mail.

Practi-Cal, Inc.  
3251 Beacon Blvd.  
West Sacramento, CA 95691

DISTRICT contact Person:

**For Contract information and notice:**

Name Michael Chris Ridge

Title Director, Pupil Services

Address 1051 South A Street  
Oxnard, CA 93030

Phone (805) 385-1501 x2161

Fax (805) 487-9648

Email mridge@oxnardsd.org

**For CLAIM processing and information concerning services provided to students:**

Name Michael Chris Ridge

Title Director, Pupil Services

Address 1051 South A Street  
Oxnard, CA 93030

Phone (805) 385-1501 x2161

Fax (805) 487-9648

Email mridge@oxnardsd.org

**For STUDENT COMPUTER DATA:**

Name TBD

Title Chief Information Officer

Address 1051 South A Street  
Oxnard, CA 93030

Phone (805) 385-1501 x2101

Fax (805) 487-6748

Email \_\_\_\_\_

## 12. **Liability and Insurance**

- 12.1 The parties agree to maintain in force errors and omissions insurance as may reasonably be required by the other party.
- 12.2 PRACTI-CAL agrees to hold harmless and indemnify the DISTRICT from any claim arising out of any act of omission or commission which is deemed to be caused by gross negligence and/or willful reckless conduct by PRACTI-CAL.
- 12.3 DISTRICT agrees to hold harmless and indemnify PRACTI-CAL from any claim arising out of any act of omission or commission which is deemed to be caused by gross negligence and/or willful reckless conduct by DISTRICT.

## 13. **Miscellaneous Provisions**

- 13.1 This AGREEMENT comprises the entire AGREEMENT between the DISTRICT and PRACTI-CAL and may be amended only in writing and by mutual consent of both parties.
- 13.2 The headings, titles and sub-titles in this AGREEMENT have been inserted solely for convenient reference and shall be ignored in its construction.
- 13.3 This AGREEMENT has been negotiated and executed in the state of California and the laws of that state shall govern its construction and validity.
- 13.4 This AGREEMENT shall inure to and shall be binding upon the parties hereto, the successors and assigns of the DISTRICT and PRACTI-CAL.
- 13.5 The purpose of this AGREEMENT is not to be defeated by a narrow, technical construction of its provisions. This AGREEMENT shall be considered as an honorable undertaking and shall be subject to a liberal construction for the purpose of giving effect to the intentions of the parties hereof.
- 13.6 The waiver by either party of any breach or violation of any provision of this AGREEMENT shall not operate or be construed as a waiver of any subsequent breach or violation hereof.
- 13.7 If any provision of this AGREEMENT shall be held invalid or unenforceable, the remainder of this AGREEMENT shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall remain in full force and effect with respect to all other circumstances.



In WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be duly executed as of the date set forth herein.

For the District

For PRACTI-CAL

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Lisa A. Franz

Name: Maria S. Thomas

Title: Director, Purchasing

Title: Senior Director

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

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

**Exhibit A**  
**PRACTI-CAL Responsibilities:**

1. Assist Districts become registered Medi-Cal providers.
2. Based upon the student data submitted to PRACTI-CAL by the District obtain a DHCS eligibility match and conduct and complete an analysis to determine the number of children and youth within the jurisdiction of the District who are eligible to receive medical assistance within the contemplation of the Medicaid Act. PRACTI-CAL shall provide a written report of its findings to the District upon completion of said analysis.
3. Develop and implement a training program, in cooperation with the District or its designee for the Districts' personnel involved in the implementation of the services contemplated within the scope of this Agreement. Subsequent training sessions will be provided upon discussion with the district representative and Practi-Cal agent to ensure compliance with state and federal guidelines, maximize reimbursements, and ensure staff knowledge of billable activities, regulations and activities.
4. Serve as the authorized billing agent for the District to file and process claims to DHCS, or state contracted designee, for reimbursement of health care and or related services provided by the District's professionals to eligible students within the jurisdiction of the District based on the forms provided by the District.
5. Provide Billing forms and pre-addressed envelopes.
6. Research and follow up on any claims rejected by DHCS and re-file them when appropriate.
7. Provide the District throughout the school year, monthly financial, participation reports, service history and utilization written reports. Reports shall include, but not be limited to, information by service provider and service type.
8. Maintain appropriate records and files including safe site storage for electronic data stored at PRACTI-CAL. Maintain appropriate storing of district documents which resulted in state reimbursements.
9. Comply with federal guidelines concerning issues of confidentiality of student information.
10. Provide access to books and records required by federal or state guidelines.
11. Keep and maintain appropriate charts, files and records of all services rendered by PRACTI-CAL its agents and employees under this Agreement and shall prepare in connection with these services all reports and correspondence necessary or appropriate in the circumstances
12. Work in concert with Medi-Cal officials, the California Superintendent of Public Instruction, the California Secretary of Education and Child Development and other government officials to allow the Districts access to the identities of eligible children.

13. Retain all books, records, and other documents relevant to this Agreement and to funds received and expended hereunder for at least four (4) years after final payment.

**Exhibit B**  
**District Responsibilities**

1. Complete State of California Provider Participation Form and obtain Medicaid provider identification number, with assistance from PRACTI-CAL.
2. Execute the Telecommunications form.
3. Provide PRACTI-CAL with information about children and youth within the jurisdiction of the District who are receiving health related services so that PRACTI-CAL can obtain a DHCS eligibility match.
4. Provide health care and/or related services as defined under State and Federal laws and regulations pertaining to the education of children and youth within the jurisdiction of the District. Said health care and/or related services shall be provided by qualified professionals who meet all applicable licensing and or certification requirements set forth in Federal and State of California statutes and/or regulations and who are under the general supervision of the District.
5. Submit to PRACTI-CAL, only such information as may be required to file a Medicaid claim under the LEA Billing Option Program, for such health services delivered to eligible children and youth within the jurisdiction of the District. Said information shall be provided on a form designated by PRACTI-CAL which shall include, but not be limited to the following: name, birth date, type of service, date of service, certain criteria dependent upon type of service, and signature of the professional delivering the services.
6. Provide to PRACTI-CAL, or its designee, information about the qualified professionals who meet all the applicable licensing and or certification requirements that will be providing health care and/or related services sufficient to complete a Medicaid claim when they begin with the program. Update this information when necessary. Said updates shall include additions to or deletions from this professional list.
7. Comply with any and all requirements set forth by the California State Department of Education and the California Department of Health Services regarding the Local Educational Agency (LEA) program, including but not limited to provider procedures as outlined in the Medi-Cal Inpatient/Outpatient Provider Manual.
8. Keep, maintain and have available CRCS supporting financial and service documentation at least until the auditing process of the Medic-Cal CRCS has been completed.
9. Keep and maintain appropriate charts, files and records of all professional services rendered by the District, its agents and employees under this Agreement and shall prepare in connection with these services all reports and correspondence necessary or appropriate in the circumstances.

**BOARD AGENDA ITEM**

**Name of Contributor(s):** Dr. Cesar Morales

**Date of Meeting:** 6/24/15

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

**Approval of Agreement/MOU #15-23 – School on Wheels Inc. (Morales/Thomas)**

School on Wheels Inc. will provide one on one tutoring to identified homeless students in grades K-8 at designated schools. Tutoring may take place on school campuses or at local libraries. Parents' permission is required.

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Superintendent, that the Board of Trustees approve Agreement/MOU #15-23 with School on Wheels, Inc.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement/MOU #15-23, School on Wheels Inc. (2 Pages)  
HIPPA Form (1 Page)  
Certificate of Insurance (1 Page)

## MEMORANDUM OF UNDERSTANDING #15-23

School on Wheels, Inc.  
and  
Oxnard School District

This Memorandum of Understanding (MOU) is entered into by and between School on Wheels, Inc. and the Oxnard School District.

**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.

Oxnard School District and School on Wheels, Inc. will work together in the 2015/2016 school year to identify and serve homeless children within the school district. School on Wheels, Inc. will provide one-on-one tutoring to students identified as homeless during the academic school year. Tutoring may take place on school sites or at local libraries, depending on the need of the family.

Both organizations will share names of students identified as homeless through such means as school district referrals to School on Wheels, Inc. In order for the two agencies to share student names, a release of information authorization (HIPPA Form) will be provided to parents for their approval of sharing this information (see attached). Through this agreement to release information, the two organizations have the capacity to share students' records including grades and test scores in order for the tutors to support the academic progress of these students.

**TERM:** The term of this MOU shall commence **August 19, 2015 through June 30, 2016.**

**COMPENSATION:** The Oxnard School District **will not be charged for the services** provided by School on Wheels, Inc.

### **DESCRIPTION OF SERVICES:**

**A. Oxnard School District agrees to the following:**

1. Serve as lead Administrative Agent of all schools.
2. Provide space to accommodate the School on Wheels, Inc. tutors at designated school sites.
3. Refer students through teacher referrals, SST and CST referrals based on the needs of the student. Students may also be referred through the Homeless School District Liaison.
4. The Outreach Specialists and counselors will organize, update and maintain records for all students and provide feedback to teachers.
5. Have HIPPA Release of Information Form signed by parents to share information.

- B. School on Wheels, Inc. agrees to the following:
1. Provide trained one-on-one tutors to students identified as homeless on the basis of availability of tutors.
  2. Work within the time frame appropriate for the school, and agreed upon with the Site Administrator, not interrupting instructional time.
  3. Follow Oxnard School District HIPPA procedures concerning client confidentiality.
  4. Provide individual and group supervision to tutors.
  5. Provide school supplies and backpacks upon request of school site.
  6. Provide representation at meetings convened by the Oxnard School District to review the program.
  7. Be responsible for having all facilitators screened and fingerprinted and tested for TB at their cost prior to beginning the program. School on Wheels, Inc. will be responsible for ensuring that all facilitators sent to the school sites have proper clearance to work with children as well as a cleared TB test.
  8. Provide OSD with a certificate of Insurance (General Liability and Workman's Comp) naming the Oxnard School District as "additional insured".
  9. All flyers or written information given to parents by School on Wheels, Inc. must include the following statement, "This event is not sponsored or endorsed by the Oxnard School District."

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

**AUTHORIZED APPROVAL:**

**School on Wheels, Inc.:**

**Oxnard School District:**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Typed Name/Title*

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

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*



# OXNARD SCHOOL DISTRICT

1051 SOUTH "A" STREET • OXNARD, CALIFORNIA 93030 • 805/385-1501

## AUTHORIZATION FOR DISCLOSURE OF CONFIDENTIAL INFORMATION (HIPAA)

Student Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

I hereby authorize \_\_\_\_\_ to

Agency or Individual

exchange educational, medical, and/or psychological information concerning my child with:

Oxnard School District  
1051 South A Street  
Oxnard CA, 93030

Specific information to be released/obtained:

\_\_\_\_ All educational, medical, and/or psychological information including diagnosis and assessment results (May include documents, records and/or phone conversations)

\_\_\_\_ Only the following records or type of information: \_\_\_\_\_

\_\_\_\_ Please specify if any information is to be excluded: \_\_\_\_\_

This disclosure of information authorized is required for the following purpose:

\_\_\_\_\_

This authorization shall become effective on \_\_\_/\_\_\_/\_\_\_ and will expire in one year.

A photocopy or facsimile of this form is to be considered as valid as the original.

***I have read and understood the following statements about my rights:***

- *I may revoke this authorization at any time prior to its expiration date by notifying the providing organization in writing, but the revocation will not extend to information that was already obtained or released prior to the revocation.*
- *I have the right to receive a copy of this authorization as well as the information described on this form.*
- *Under certain circumstances, the information that is used or disclosed pursuant to this authorization may be redisclosed by the receiving entity according to Federal and State law and may no longer be protected. I have the right to seek assurances from the above-named persons/organizations authorized to receive the information that they will not redisclose the information to any other party without my further authorization unless mandated by law.*

Signature \_\_\_\_\_ Date \_\_\_\_\_

Parent/Guardian —Please circle relationship to the student





**BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Cesar Morales

**Date of Meeting:** 6/24/15

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

**Approval of Agreement #15-24 – AVID Center (Morales/Thomas)**

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AVID, Advancement Via Individual Determination, is a college readiness system that is designed to increase school wide learning and performance. The AVID College Readiness System (ACRS) accelerates student learning, uses research based methods of effective instruction, provides meaningful and motivational professional learning, and acts as a catalyst for systemic reform and change. Through this agreement, the AVID program will be available at each Middle School (Frank, Fremont, and Haydock), as well as each K-8 School (Chavez, Curren, Driffill, Kamala, Lemonwood, and Soria).

**FISCAL IMPACT:**

Not to exceed \$52,669.00 – Title 1

**RECOMMENDATION:**

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Superintendent, that the Board of Trustees approve Agreement #15-24 with AVID Center.

**ADDITIONAL MATERIALS:**

**Attached:** Agreement #15-24, AVID Center (9 Pages)  
Exhibits (4 Pages)  
Proposal (4 Pages)

## AVID® STANDARD TERMS AND CONDITIONS

This AVID College Readiness System Services and Products Agreement ("Agreement") is entered into by and between AVID Center, a California non-profit corporation ("AVID Center") and the client named in the Quote(s) ("Client").

### Article I. Definitions

- 1.1 AVID College Readiness System Services and Products Agreement ("Agreement"): The Agreement consisting of these AVID Standard Terms and Conditions, Quote(s), Exhibit (s), and any other applicable addenda.
- 1.2 AVID College Readiness System: The AVID College Readiness System consists of AVID Elementary, AVID Secondary, and AVID for Higher Education. Client may choose to implement (order) one or more of these components of the AVID College Readiness System as indicated on Quote(s).
- (a) AVID Elementary is a foundational component for elementary sites (grades K-8), designed as an embedded, sequential academic skills resource. It is intended for non-elective, multi-subject, multi-ability level classrooms.
- (b) AVID Secondary consists of the AVID Elective class as the core and content area teachers using AVID strategies as school-wide implementation.
- (c) AVID for Higher Education works with postsecondary institutions to support students with the goal of increasing academic success, persistence and completion rates.
- 1.3 AVID Materials: Any material, in any medium, printed or electronic, produced by AVID Center as a resource for Client's implementation of AVID Elementary, AVID Secondary, or AVID for Higher Education.
- 1.4 AVID Member Site: Any Client that implements (orders membership corresponding to) AVID Elementary and/or AVID Secondary, or AVID for Higher Education.
- 1.5 AVID Methodologies: Those methodologies that, when combined, form the core of AVID Elementary, AVID Secondary, or AVID for Higher Education.

- 1.6 AVID Programs: Other AVID offerings that are supplementary to AVID Elementary, AVID Secondary, or AVID for Higher Education. The specific AVID Programs are further defined in their corresponding Exhibit. This list is subject to change without notice: AVID Excel (AVID Secondary); AVID Roadtrip Nation Experience (AVID Secondary); AVID Summer Bridge (AVID Secondary); AVID Weekly (versions for each: AVID Elementary, AVID Secondary, AVID for Higher Education. AVID Elementary and AVID for Higher Education subscriptions are included as part of membership; AVID Secondary subscriptions are included in Middle Level and High School Libraries, if so ordered by Client).
- 1.7 Exhibit: The document with terms and conditions that relate specifically to a corresponding service or product ordered on the Quote(s).
- 1.8 Payment Terms: The terms of when payment is due; as listed on the Quote.
- 1.9 Quote: The order document that is fully incorporated into this Agreement by reference.

## **Article II. Period of Agreement**

- 2.1 Term: The Term ("Term") of this Agreement shall be July 1, 2015 to June 30, 2016 unless earlier terminated as provided herein.

## **Article III. Licenses and Proprietary Rights**

### 3.1 Copyright License:

Subject to Client's performance of all the provisions of this Agreement, AVID Center hereby grants to Client a non-transferable license, without the right to sublicense, to distribute, reproduce, and display the AVID Materials and the AVID Methodologies solely to implement AVID Elementary and/or AVID Secondary, or AVID for Higher Education as ordered on Quote(s), during the period listed in the corresponding Exhibit, and for no other purpose.

(a) Client may distribute, reproduce, and display the AVID Materials only to appropriate staff and students of the AVID Member Sites listed in Quote(s), for the sole purpose of implementing the specified AVID service or product at the AVID Member Sites and for no other purpose. Client will not permit any of the AVID Materials or AVID Methodologies to be used by anyone other than the AVID Member Sites.

(b) Further, Client will only distribute, display, photocopy, reproduce or otherwise duplicate, those AVID Materials and AVID Methodologies corresponding to the specific AVID service or product listed for each AVID Member Site in Quote(s). (For example, if Quote(s) specifies both AVID Elementary and AVID Secondary membership at ABC School Site, but only specifies AVID Elementary membership at XYZ School Site, Client will not distribute, display, photocopy, reproduce, duplicate, or otherwise make available the AVID Secondary Materials and Methodologies to XYZ School Site).

(c) Client and any AVID Member Sites will not distribute, display, photocopy, reproduce or otherwise duplicate, all or any part of the AVID Materials or AVID Methodologies to anyone other than the AVID Member Sites without AVID Center's prior written consent.

(d) Should Client wish to make any of the AVID Materials or AVID Methodologies accessible to its AVID Member Sites through the Internet, it will do so on a password-protected website, and it will ensure that only appropriate staff and students of the AVID Member Sites are allowed access to the website.

(e) Should Client wish to make electronic versions of any of the AVID Materials or AVID Methodologies available for download by its AVID Member Sites, it will ensure that only appropriate staff and students of the AVID Member Sites are allowed access to those materials, and it will require that those staff and students agree not to distribute, reproduce, display, or transfer those materials to anyone other than appropriate staff and students of the AVID Member Sites before downloading those materials.

(f) Client and any AVID Member Sites shall not modify or otherwise alter the AVID Materials or AVID Methodologies in any way, or create or distribute any derivative works of the AVID Methodologies or the AVID Materials in any way. Client also agrees not to use or adopt the AVID Methodologies or AVID Materials with respect to any educational or other program except solely to implement AVID under the provisions of this Agreement.

Client and any AVID Member Sites acknowledge that they do not have the right to sell, sublicense, transfer, or lease any of the AVID Materials or AVID Methodologies to any person or entity.

- 3.2 Trademark License: Subject to Client's performance of all the provisions of this Agreement, AVID Center hereby grants to Client during the Term a non-exclusive, non-transferable, indivisible license, without the right to sublicense, to use the AVID trademarks (collectively "AVID Trademarks"), (a) only as they are incorporated in the AVID Materials, and (b) only on advertising flyers and written promotional materials created by Client or the AVID Member Sites listed in Quote(s) in order to promote and implement AVID at those AVID Member Sites. Client agrees that it will use its best efforts to use the AVID Trademarks in a professional manner in order to preserve and enhance AVID Center's substantial goodwill associated with the AVID Trademarks. Client agrees that it or its AVID Member Sites will not use any of the AVID Trademarks as a corporate or business entity name, as a fictitious business name or as a trade name, and will not use any name in such capacity that is confusingly similar to the AVID Trademarks. Client further acknowledges and agrees that it and its AVID Member Sites cannot modify or otherwise alter any of the AVID Trademarks or use any other designs or logos in conjunction with its use of the AVID Trademarks. Client cannot use the AVID Trademarks for any educational or other program other than to implement AVID at the Member Sites listed in Quote(s) consistent with the above license. Client and its AVID Member Sites will always use the proprietary symbol ® immediately adjacent to the respective AVID Trademarks as noted above with respect to their use of the AVID Trademarks. If Client or its Member Sites desire to use or place the AVID Trademarks on any products, things, or other merchandising items in order to promote AVID, it must first seek and obtain permission from AVID Center by completing AVID Center's Request to Use AVID Center Trademark Form and complying with any of AVID Center's conditions for approval. Any such additional uses of the AVID Trademarks approved by AVID Center shall also be subject to the terms of this license and the other provisions of this Article III.
- 3.3 Rights Reserved: Notwithstanding anything to the contrary in this Agreement, all rights not specifically granted in this Agreement to Client shall be reserved and remain always with AVID Center.
- 3.4 Proprietary Rights: The parties agree that AVID Center shall solely own and have exclusive worldwide right, title and interest in and to the AVID Trademarks, AVID Materials and AVID Methodologies, to all modifications, enhancements and derivative works thereof, and to all United States and worldwide trademarks, service marks, trade names, trade dress, logos, copyrights, rights of authorship, moral rights, patents, know-how, trade secrets and all other intellectual and industrial property rights related thereto ("Intellectual Property Rights"). Client shall not challenge, contest or otherwise impair AVID Center's ownership of the AVID Trademarks, AVID Materials or AVID Methodologies, or any of AVID Center's applications or registrations thereof, or the validity or enforceability of AVID Center's Intellectual Property Rights related thereto. Client also agrees not to submit any applications or otherwise attempt to register for itself or others any of the AVID Trademarks, AVID Materials or AVID Methodologies.
- 3.5 Enforcement: The parties agree that except to the limited extent expressly set forth in Paragraphs 3.1 and 3.2 above, AVID Center will be irreparably harmed and money damages would be inadequate compensation to AVID Center in the event Client breaches any material provision of Article III. Accordingly, all of the provisions of this Agreement shall be specifically enforceable by injunctive and other relief against Client without the requirement to post a bond, in addition to any other remedies available to AVID Center, for Client's breach of any provision of this Agreement.

- 3.6 Proprietary Notices: Client agrees not to remove, alter or otherwise render illegible any trademark, copyright or other proprietary right notices or other identifying marks from the AVID Materials or any permitted copies thereof.
- 3.7 Infringement: Client agrees to notify AVID Center of any conduct or actions on the part of third parties of which it becomes aware that might be deemed an infringement or other violation of AVID Center's rights in the AVID Trademarks, AVID Materials or AVID Methodologies. In such event, AVID Center shall have the sole right to bring an action for infringement or other appropriate action with respect thereto. AVID Center shall exclusively control the prosecution and settlement of any such action. Client agrees to fully cooperate with AVID Center in any such action and provide AVID Center with all information and assistance reasonably requested by AVID Center.
- 3.8 Compliance with Laws: Client agrees that the AVID Trademarks, AVID Materials and AVID Methodologies will be used in accordance with all applicable laws and regulations and in compliance with any regulatory or governmental agency that has jurisdiction over Client and its educational programs.
- 3.9 Sole Source: AVID Center affirms that it is the sole source of the AVID College Readiness System to which competition is precluded due to the existence of a patent, copyright, secret process, or monopoly. AVID Center's sole source development includes intellectual property - copyrights and trademarks - in the AVID Materials, licensing for reproduction of student activity sheets associated with the curriculum, technical assistance, training to teachers and administrators, and coordination of the AVID College Readiness System through consultation, data collection and certification processes.

#### **Article IV. Compensation**

- 4.1 Quotes--Invoicing and Payment: During the Term of this Agreement, Client may request Quote(s) for AVID services and/or products. Client indicates its acceptance of a Quote by signing the respective Quote or issuing a Purchase Order in the amount of the Quote. Should Client issue Purchase Order(s) for such Quote(s), the terms and conditions of this Agreement shall control for all Purchase Orders; no terms and conditions on Purchase Orders will apply to any part of this Agreement. AVID Center will invoice Client according to the terms listed in the accepted Quote(s).

#### **Article V. Status of Parties**

5.1 Independent Contractors:

AVID Center and Client are independent contractors and their relationship is that of a licensor and licensee. This Agreement is not intended to create a relationship of employment, agency, partnership, joint venture, or similar arrangement between the parties. Neither party shall have any power or authority to bind or commit the other party in any respect, contractually or otherwise. In no event shall either party, or any of its respective officers, agents, or employees, be considered the officers, agents, or employees of the other party.

**Article VI. Authority**

6.1 AVID Center Warranty: AVID Center warrants that the person signing this Agreement is authorized to enter into this Agreement on behalf of the non-profit AVID Center and to bind AVID Center to perform all of its obligations under this Agreement.

6.2 Client Warranty: Client warrants that it has obtained all necessary approvals and taken all necessary steps to enter into this Agreement. The person signing on behalf of Client warrants that he or she has the authority to enter into this Agreement on behalf of Client and to bind Client to perform all of its obligations under this Agreement.

**Article VII. Termination**

7.1 Termination for Cause: Subject to the last sentence of this Paragraph 7.1, either party has the right to terminate this Agreement at any time if the other party is in material breach of any warranty, term, condition or covenant of this Agreement and (i) fails to cure that breach within thirty (30) days of receiving notice from the non-breaching party which specifies such material breach and demands cure thereof, or (ii) fails to provide the non-breaching party assurance that the breach will be cured within a longer period of time which is acceptable to the non-breaching party. In the case of a breach by Client that is not cured as described above, AVID Center shall have the right to terminate Client's right to conduct all or part of an AVID product or service at one or more specific AVID Member Sites, by giving written notice to Client of the sites so terminated, without terminating this Agreement with respect to the other products or services at the particular AVID Member Site and/or other AVID Member Site(s) subject to this Agreement. Any termination under this Paragraph 7.1 will become effective automatically upon expiration of the cure period in the absence of a cure or mutually agreed-upon resolution. Notwithstanding the foregoing, any material breach by Client, which is further defined as a breach of any of the provisions of Article III, shall be deemed non-curable and AVID Center shall have the right to immediately terminate this Agreement upon such material breach by Client.

7.2 Termination for Convenience: Notwithstanding Paragraph 7.1 above, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.



- 7.3 Cessation of Use: Upon termination or expiration of this Agreement: (a) the licenses in Article III shall automatically terminate and revert to AVID Center, (b) Client shall thereafter immediately discontinue AVID in all of its school sites, and cease using the AVID Materials, AVID Methodologies or the AVID Trademarks in any way, and (c) Client shall pay any unpaid balances to AVID Center and remain liable for its obligations or other actions that accrued or occurred prior to the termination date.
- 7.4 Cumulative Remedies: All rights and remedies conferred herein shall be cumulative and in addition to all of the rights and remedies available to each party at law, equity or otherwise. In addition, Sections 3.3, 3.4, 3.5, 3.6, 4.1, and all of the provisions of Articles VII and VIII shall survive the termination or expiration of this Agreement.

### **Article VIII. General Provisions**

- 8.1 Governing Law and Venue: If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, then (i) if Client is the party initiating that action (e.g., as plaintiff), this Agreement shall be interpreted under California law, the action shall be submitted to the exclusive jurisdiction of the applicable court in San Diego, California, and venue for the action shall be San Diego, California; and (ii) if AVID is the party initiating the action (e.g., as plaintiff), this Agreement shall be interpreted under the law of the State in which Client is located, the action shall be submitted to the exclusive jurisdiction of the applicable court in the city and State where Client is located and venue for the action shall be that city and State.
- 8.2 Entire Agreement: All Quotes, Exhibits, and other addenda to this Agreement are fully incorporated herein. This Agreement, including all addenda, constitutes the entire agreement between the parties regarding this subject matter hereof and supersedes all prior oral or written agreements or understandings regarding this subject matter. This Agreement can only be amended by a written document signed by both parties.
- 8.3 Limitation of Liability: NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR NOT, THAT ARE IN ANY WAY RELATED TO THIS AGREEMENT, THE BREACH THEREOF, THE USE OR THE INABILITY TO USE THE AVID COLLEGE READINESS SYSTEM SERVICES AND PRODUCTS, THE RESULTS GENERATED FROM THE USE OF THE AVID COLLEGE READINESS SYSTEM SERVICES AND PRODUCTS, LOSS OF GOODWILL OR PROFITS AND/OR FROM ANY OTHER CAUSE WHATSOEVER.
- 8.4 Force Majeure: Neither party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
- 8.5 Severability: If any provision of this Agreement is judicially determined to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect.

- 8.6 Attorney Fees: In the event a dispute arises regarding this Agreement and a legal proceeding is brought by either party, each party shall be responsible for paying their own attorney fees regardless of the outcome or resolution of the dispute.
- 8.7 Assignment: Client acknowledges that the favorable terms of this Agreement were granted solely to Client, and that the substitution of any party by Client would destroy the intent of the parties. Accordingly, Client shall have no right to assign, delegate, transfer or otherwise encumber this Agreement or any portion thereof without AVID Center's prior written consent, which can be withheld in its sole discretion.
- 8.8 Notice: All notices, requests or other communications under this Agreement shall be in writing, and shall be sent to the designated representatives of the parties at the addresses set forth below in Quote(s), and shall be deemed to have been duly given on the date of service if sent by facsimile or electronic mail, or on the day following service if sent by overnight air courier service with next day delivery and with written confirmation of delivery, or five (5) days after mailing if sent by first class, registered or certified mail, return receipt requested. Each party is required to notify the other party in the above manner of any change of address.
- 8.9 Counterparts: This Agreement may be executed in several counterparts that together shall be originals and constitute one and the same instrument.
- 8.10 Waiver: The failure of a party to enforce any of its rights hereunder or at law or in equity shall not be deemed a waiver or a continuing waiver of any of its rights or remedies against the other party, unless such waiver is in writing and signed by the party to be charged.
- 8.11 Facsimile and Electronic Signatures: The parties hereto (i) each agree to permit the use, from time to time and where appropriate under the circumstances, of signatures sent via facsimile or electronically in a .pdf file or other digital format in order to expedite the transaction(s) contemplated by this Agreement; (ii) each intend to be bound by its respective signature sent by that party via facsimile or electronically in a .pdf file or other digital format; (iii) are each aware that the other, and the other's agents and employees, will rely on signature pages sent via facsimile or electronically in a .pdf file or other digital format; and (iv) each acknowledge such reliance and waive any defenses to the enforcement of this Agreement or of other documents effecting the transactions contemplated by this Agreement based on the signature page being a facsimile, .pdf copy or other digital format. The parties covenant to each other that each time they send a signature page via facsimile or electronically in a .pdf file or other digital format; they will in a timely manner send the other party the countersigned signature page(s).

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below their signatures, but such dates shall not alter the Term of this Agreement as specified herein:

AVID Center,  
a California Non-Profit Corporation 501(c)(3)

Oxnard School District  
CA

\_\_\_\_\_  
Signature: AVID Center Authorized

\_\_\_\_\_  
Signature: Client Authorized

\_\_\_\_\_  
Printed or Typed Name

Lisa A. Franz  
\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Title

Director, Purchasing  
\_\_\_\_\_  
Title of Designee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

AVID Center  
9246 Lightwave Avenue, Suite 200  
San Diego, CA 92123  
Employer ID # 33-0522594

**Exhibit to the AVID College Readiness System Services and Products Agreement for AVID District Leadership for Secondary Training**

As per AVID District Leadership (or "ADL") for Secondary Training being listed on an approved Quote, this Exhibit to the AVID College Readiness System Services and Products Agreement for AVID District Leadership for Secondary Training ("AVID District Leadership for Secondary Training Exhibit") is hereby fully incorporated into the Agreement by and between AVID Center and the Client named on the Quote. The following terms and conditions are in addition to the Standard Terms and Conditions; in the event of a conflict between the Standard Terms and Conditions and this Exhibit, the terms and conditions of this Exhibit shall apply.

**Article I. ADL for Secondary Training**

1.1 ADL for Secondary Training: AVID provides AVID District Leadership (ADL) for Secondary Training as part of the ADL fee. ADL for Secondary Training sessions are designed to prepare and support the AVID District Director Secondary. The four sessions are taken in sequential order over a two year period at various facilities throughout the country (the Client should periodically check [www.avid.org](http://www.avid.org) for listings). The District Director Secondary is to maintain a portfolio and additionally participate in online and web-hosted meetings coordinated by AVID Center. ADL for Secondary Training is for district level personnel responsible for start-up and quality assurance of the AVID College Readiness System as described above. ADL includes two small-group trainings per year which consist of AVID methodologies, understanding the role and responsibilities of the District Director; and learning about our online resources, data collection, certification, and continued professional learning.

The ADL for Secondary Training Schedule is split into two years as follows:

	Training Level	Time
Year 1:	Summer Institute	3 days, summer
	Session 1	2 ½ days, fall
	Session 2	2 ½ days, spring
Year 2:	Summer Institute	3 days, summer
	Session 3	2 ½ days, fall
	Session 4	2 ½ days, spring
	Summer Institute	3 days, summer

1.2 Summer Institute: The District Director leads the district's AVID site team facilitation at the AVID Summer Institute. The District Director Secondary attends Summer Institute as part of their ongoing training; therefore, the Summer Institute registration fee for the District Director Secondary is included in the total ADL Price.

1.3 Materials: After attending the first ADL session, the District Director Secondary will be provided with a sample set of all Middle Level and High School curriculum, materials, binders, CDs, and supplemental materials needed for district support.

1.4 AVID National Office & Divisional Support: AVID Center will provide support from our national office, divisional offices, and state offices. This support will consist of phone calls, emails, and district visits at the discretion of AVID Center.

**Article II. Term of Exhibit**

2.1 Term: The parties agree that this Exhibit shall be in effect from July 1, 2015 to June 30, 2016 unless earlier terminated as provided for in the Standard Terms and Conditions ("Term").

## Exhibit to the AVID College Readiness System Services and Products Agreement for AVID Secondary Curriculum

As per Middle School Library or High School Library being listed on an approved Quote, this Exhibit to the AVID College Readiness System Services and Products Agreement for AVID Secondary Curriculum ("AVID Secondary Curriculum Exhibit") is hereby fully incorporated into the Agreement by and between AVID Center and the Client named on the Quote. The following terms and conditions are in addition to the Standard Terms and Conditions; in the event of a conflict between the standard terms and conditions and this Exhibit, the terms and conditions of this Exhibit shall apply.

### Article I. AVID Secondary Curriculum

1.1 AVID Curriculum Library: The AVID teachers and students benefit from the classroom strategies and activities provided in the AVID Curriculum Library. Each type of Curriculum Library— Middle School or High School—consists of a set of AVID publications and materials.

1.2 Curriculum Library: Client agrees to purchase at least one (1) complete AVID Curriculum Library for each AVID Member Site implementing the Secondary program listed on the Quote prior to each AVID Member Site's initial implementation of AVID. AVID Curriculum Library prices are set forth on the Quote. Client shall be entitled to use AVID Secondary libraries only at the AVID Member Sites listed on the Quote with the Program Name including Secondary and for which the materials were originally purchased. AVID libraries are non-transferable. Client and its individual AVID Member Sites agree to ensure that each AVID classroom has adequate AVID curriculum materials. The use of the AVID Curriculum Libraries, which are part of the AVID Materials, will also be subject to the provisions of the AVID Center Standard Terms and Conditions.

1.3 Curriculum Shipment(s): AVID Center will ship curriculum libraries upon full execution of the AVID College Readiness System Services and Products Agreement, once materials have been produced, upon Client provision of purchase order or form of payment (unless indicated otherwise on the Quote) and in accordance with the delivery date requested by Client as indicated on the Quote as the "Requested Delivery Date". Curriculum will be shipped to the addresses listed on the Quote as provided by Client. Client confirms that this date and location reflect the best time and location for receipt of shipment. Client should allow a few weeks on either side of the Requested Delivery Date as unforeseen circumstances may occur in the supply chain. Please allow additional time if Requested Delivery Date is within three (3) weeks of AVID Center's receipt of a fully executed copy of this Agreement and purchase order or form of payment. The Requested Delivery Date is provided for Client's convenience only. AVID Center's collection and Client's provision of such date does not constitute an affirmation of fact or promise nor does it create an obligation of law or in equity on behalf of AVID Center if materials do not arrive within the given timeframe. Client agrees that AVID Center makes no remedial promise and does not expressly intend to create a warranty or guarantee for any loss or damage, whether material or immaterial, arising from the late or early shipment of materials.

### Article II. Term of Exhibit

2.1 Term: The parties agree that this Exhibit shall be in effect from July 1, 2015 to June 30, 2016 unless earlier terminated as provided for in the Standard Terms and Conditions ("Term").

## Exhibit to the AVID College Readiness System Services and Products Agreement for AVID Secondary Membership

As per AVID Secondary Membership being listed on an approved Quote, this Exhibit to the AVID College Readiness System Services and Products Agreement for AVID Secondary Membership ("AVID Secondary Membership Exhibit") is hereby fully incorporated into the Agreement by and between AVID Center and the Client named on the Quote. The following terms and conditions are in addition to the Standard Terms and Conditions; in the event of a conflict between the Standard Terms and Conditions and this Exhibit, the terms and conditions of this Exhibit shall apply.

### Article I. AVID Membership Benefits

1.1 AVID Membership: "AVID Members" or "AVID Member Sites" are those school sites listed on the Quote as implementing one or more AVID program—Secondary, or Elementary/Secondary. Annual membership runs concurrently with the Term of this Exhibit.

1.2 AVID College Readiness System and Materials: Client is entitled to implement the applicable AVID program(s) only at the AVID Member Sites listed on the Quote, and to use the licensed AVID trademarks, libraries, and student materials for the AVID Member Sites' AVID College Readiness System pursuant to the provisions of this Exhibit and the Standard Terms and Conditions.

1.3 AVID Center Support for Secondary: AVID Center agrees to provide support to Client for its Secondary AVID Member Sites through the District Director Secondary and in conjunction with AVID Center's national and/or divisional offices. Membership for Client and AVID Member Sites implementing the Secondary Program includes support from AVID Center's national and/or divisional offices in the following ways:

- Access to training for the AVID site team(s) and AVID elective teacher(s) through AVID Summer Institute;
- Access to training for the District Director Secondary through the two-year AVID District Leadership Training (ADL), divisional/state meetings and Summer Institute;
- Access to other quality continuing professional learning trainings or services such as AVID Path to Schoolwide Trainings, AVID Weekly, AVID Roadtrip Nation Experience, and others;
- Access to the resources available through the password-protected MyAVID portal website;
- Coordination with Client's District Director Secondary to collect, report, and analyze data from Client and AVID Member Sites;
- Review the quality of implementation through the Certification process;
- Access to ongoing AVID College Readiness System development through various divisional workshops and online offerings;
- Permission to use the AVID Trademarks as described in the Standard Terms and Conditions;
- An AVID Year in Review and ACCESS academic journals for Client and each AVID Member Site listed on the Quote as implementing the Secondary Program; and
- Assistance in disseminating information about AVID to potential new AVID middle school and high school sites within Client.

1.4 AVID Reports: AVID Center agrees to provide Client with access to reports on AVID data collected by Client.

1.5 AVID Summer Institute: AVID Center agrees to provide Client and its listed AVID Member Sites access to AVID Summer Institute. Client and its listed AVID Member Sites may attend strands at AVID Summer Institutes including the Implementation strands appropriate for their level of implementation (i.e. Elementary and/or Secondary). Planning districts and sites are restricted from attending any of the Implementation strands offered but can attend all other strands offered for their program level.

1.6 Licensing Benefits: Membership includes a license to use the AVID Trademarks to promote the AVID Member Sites' implementation of the AVID College Readiness System, to use and implement the AVID Methodologies, and to copy the student activity sheets from the AVID Materials for educational purposes relating to AVID, all pursuant to the provisions of this Exhibit. Licensing runs concurrently with the Term of this Exhibit.

1.7 Annual Membership/License Fee: Client agrees to pay AVID Center an annual membership/license fee based on the total number of AVID Member Sites in Client's AVID program according to the pricing schedule set forth on the Quote.

## Article II. Term of Exhibit

2.1 Term: The parties agree that this Exhibit shall be in effect from July 1, 2015 to June 30, 2016 unless earlier terminated as provided for in the Standard Terms and Conditions ("Term").

## Article III. Client Responsibilities

3.1 AVID Secondary Methodology: Client agrees to implement AVID according to AVID guidelines and teaching methodologies (collectively "AVID Methodologies") set forth in the AVID publications, guidebooks, and materials (collectively "AVID Materials") or otherwise established by AVID Center, as the same may be modified and/or updated by AVID from time to time at AVID's discretion. Client will implement the AVID Methodologies in the AVID elective class and in academic subject area classes. Client will not materially deviate from the AVID Methodologies without the prior written consent of the Chief Executive Officer of AVID Center. Client is responsible for each of its AVID Member Sites' compliance with this Exhibit.

3.2 AVID Secondary Student Selection: Client agrees to select students for AVID in accordance with the selection criteria established in the AVID Eleven Essentials. AVID Eleven Essentials may be modified and/or updated by AVID from time to time at AVID's sole discretion. Any modifications or updates will be made available to the Client and its AVID Member Sites via the MyAVID portal.

3.3 AVID Secondary Staff Training: Client agrees to provide, at its expense, ongoing training for site coordinators and AVID site teams at AVID Member Sites.

3.4 AVID Summer Institute: Client agrees to ensure that each secondary site in their initial year of implementing AVID Secondary will send a minimum of eight (8) participants (unless AVID agrees to a lesser number on the Quote) to an AVID Summer Institute. The AVID District Director Secondary attends at no additional cost and shall not be included in the minimum number of participants required per site team. AVID Center recommends sending a site team that includes the principal, counselor, AVID coordinator, and core subject area teachers. AVID Center recommends AVID Member Sites implementing the second year of the Secondary program send teams of at least five (5) members and encourages AVID Member Sites to continue to send teams to its Summer Institute in subsequent years to maintain and enhance the quality of AVID at their sites. The AVID Summer Institute registration pricing is listed on the Quote. Client understands that travel, lodging, per diem costs and any other costs are not included in the price of the registration.

3.5 Professional Learning: Client agrees to conduct AVID professional learning for its AVID Member Sites based on AVID's national model of providing site coordinator workshops and site team conferences. Agenda for professional learning sessions will be based on school needs, on AVID's national model for coordinator workshops, on topics and agendas provided in training materials, and on the content areas related to educational reform initiatives in public schools in Client's state.

3.6 Data Collection: On at least an annual basis, according to the timeline established by AVID Center, Client shall collect data pertaining to student demographics, course enrollment, site characteristics and related outcomes specified by AVID Center and provide that data to AVID Center via their secure web portal. Client shall also submit such individual student academic and disciplinary data concerning AVID participants as AVID Center may specify. AVID Center's data collection process conforms to the privacy protections specified in the federal Family Educational Rights and Privacy Act (FERPA). AVID Center will maintain as confidential any personally identifiable student information or information that is privileged or confidential under federal or state law and that is conspicuously marked by Client as "privileged" or "confidential" before Client delivers to AVID Center. AVID Center will destroy all individual student data when it is no longer needed for reporting purposes. Client reserves the right to withhold, revise, and/or edit certain confidential data such as student names, Social Security numbers and any other information the disclosure of which would violate FERPA. AVID Center agrees not to use any of the data collected under this Section 3.6 in a manner that would violate, or cause Client to violate, any applicable provision of FERPA.



**AVID Center HQ**  
 9246 Lightwave Ave  
 Suite 200  
 San Diego, CA 92123  
 Phone: (858) 380-4800  
 Fax: 1-800-915-6897

## Quote: Oxnard School District

To	From
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Oxnard School District  Anna Thomas  1051 South A Street  Oxnard, CA 93030	Shonnel Oson  9246 Lightwave Ave  San Diego, CA 92026  E-mail: sosen@avidcenter.org
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Summary			
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Total Amount:	<b>\$52,669.00</b>	Quote ID:	QUO-04780-R8L1H0
Shipping Method:	FedEx	Date:	5/21/2015
Payment Terms:	Net 30		
Total Number of Sites:	9	Number of Combo Sites:	
Number of New Sites:	1	Number of Elementary Sites:	
Number of Existing Sites:	8	Number of Secondary Sites:	9
Number of SI:	8	Number of Elementary Libraries:	
Number of Memberships:	9	Number of Secondary Libraries:	1
Number of AVID Weekly:	8		

Details					
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Site	Product ID	Product	Quantity	Price	Sub Total
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Site:					
	Co-ADL Year 1	AVID District Leadership	1.00	\$6,300.00	\$6,300.00
		Ship To: Anna Thomas 1051 South A Street,  Oxnard, CA 93030			



Site	Product ID	Product	Quantity	Price	Sub Total
Site: Cesar Chavez					
	C 1500RN	Complete Middle Level School Library Set	1.00	\$4,370.00	\$4,370.00
Program Level: Secondary					
Ship To: Basilia Perez 301 N Marquita Street,  Oxnard, CA 93030					
Delivery Date: 8/3/2015					
	MEMBERSHIP SECONDARY	AVID Membership Fees Secondary	1.00	\$3,585.00	\$3,585.00
	Summer Institute Registration	AVID Summer Institute Registration Fee	8.00	\$699.00	\$5,592.00
Site: Curren					
	AVID WEEKLY	AVID Weekly Subscriptions	1.00	\$499.00	\$499.00
Program Level: Secondary					
	MEMBERSHIP SECONDARY	AVID Membership Fees Secondary	1.00	\$3,585.00	\$3,585.00
Site: Driffill					
	AVID WEEKLY	AVID Weekly Subscriptions	1.00	\$499.00	\$499.00
Program Level: Secondary					
	MEMBERSHIP SECONDARY	AVID Membership Fees Secondary	1.00	\$3,585.00	\$3,585.00
Site: Fremont Middle School					
	AVID WEEKLY	AVID Weekly Subscriptions	1.00	\$499.00	\$499.00
Program Level: Secondary					
	MEMBERSHIP SECONDARY	AVID Membership Fees Secondary	1.00	\$3,585.00	\$3,585.00
Site: Haydock Middle School					
	AVID WEEKLY	AVID Weekly Subscriptions	1.00	\$499.00	\$499.00
Program Level: Secondary					
	MEMBERSHIP SECONDARY	AVID Membership Fees Secondary	1.00	\$3,585.00	\$3,585.00
Site: Juan Soria School					
	AVID WEEKLY	AVID Weekly Subscriptions	1.00	\$499.00	\$499.00
Program Level: Secondary					

Site	Product ID	Product	Quantity	Price	Sub Total
Site: Juan Soria School	MEMBERSHIP SECONDARY	AVID Membership Fees Secondary	1.00	\$3,585.00	\$3,585.00
Program Level: Secondary					
Site: Kamala	AVID WEEKLY	AVID Weekly Subscriptions	1.00	\$499.00	\$499.00
Program Level: Secondary					
	MEMBERSHIP SECONDARY	AVID Membership Fees Secondary	1.00	\$3,585.00	\$3,585.00
Site: Lemonwood					
	AVID WEEKLY	AVID Weekly Subscriptions	1.00	\$499.00	\$499.00
Program Level: Secondary					
	MEMBERSHIP SECONDARY	AVID Membership Fees Secondary	1.00	\$3,585.00	\$3,585.00
Site: RJ Frank Middle School					
	AVID WEEKLY	AVID Weekly Subscriptions	1.00	\$499.00	\$499.00
Program Level: Secondary					
	MEMBERSHIP SECONDARY	AVID Membership Fees Secondary	1.00	\$3,585.00	\$3,585.00

Pre Freight Amount	\$52,519.00
Total Tax	\$0.00
Freight Amount	\$150.00
<b>Total</b>	<b>\$52,669.00</b>

By signing below, Client hereby agrees to purchase all items listed on this Quote, subject to and in accordance with the AVID Standard Terms and Conditions, this Quote, and any Exhibits attached hereto, all of which comprise the AVID College Readiness System Services and Products Agreement.

Purchase Order is not required.

If Client checks the box above, Client hereby confirms that the Client does not require a Purchase Order for payment of any related invoice(s); in which case AVID Center will proceed to the fulfill services and/or products and invoice Client according to this approved Quote.

If Client does not check the box above, Client agrees to provide AVID Center with a valid Purchase Order in a timely manner, in which case AVID Center will not invoice Client until Client provides and AVID Center receives a valid copy of the Purchase Order; AVID Center will not fulfill any services or products until such Purchase Order is received.

Client Signature Lisa A. Franz

Director, Purchasing

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Title

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Date

**BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Cesar Morales

**Date of Meeting:** 6/24/15

**STUDY SESSION**

**CLOSED SESSION**

**SECTION B: HEARINGS**

**SECTION C: CONSENT**

**SECTION D: ACTION**

**SECTION E: REPORTS/DISCUSSION**

**SECTION F: BOARD POLICIES**

\_\_\_\_\_

\_\_\_\_\_

  X  

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1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Approval of Agreement #15-25 – G and D Associates (Morales/West)**

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G and D Associates will provide support services to the three Middle Schools and Project Director, MSAP. Coaching on the implementation of personalized learning will be provided to the school teams along with support in the areas of developing effective marketing strategies, promotion, and recruitment.

**FISCAL IMPACT:**

Total not to exceed \$30,000.00 – MSAP

**RECOMMENDATION:**

It is the recommendation of the Project Director, MSAP, and the Superintendent, that the Board of Trustees approve Agreement #15-25 with G and D Associates.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement #15-25, G and D Associates (13 Pages)  
Proposal (8 Pages)

## OXNARD SCHOOL DISTRICT

### Agreement #15-25

#### AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 24th day of June, 2015 by and between the Oxnard School District (“District”) and G and D Associates (“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 July 1, 2015 through June 30, 2016 (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 Thirty Thousand Dollars (\$30,000.00), 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 [X] does not qualify as a "designated employee".

\_\_\_\_\_ (Initials)

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

\_\_\_\_\_ (Initials)

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

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

\_\_\_\_\_ (Initials)



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

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

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

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

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

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

21. **Indemnification.**

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

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

\_\_\_\_\_ (Initials)

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

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

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

To District:                   Oxnard School District  
                                      1051 South A Street  
                                      Oxnard, California, 93030  
                                      Attention: Debra West  
                                      Phone: 805.385.1501, x2312  
                                      Fax: 805.486.7358

To Consultant:               G and D Associates  
                                      8881 Longs Peak Circle  
                                      Windsor, CO 80550  
                                      Attention: David Gregory  
                                      Phone: (970) 402.6306  
                                      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.** **DEBRA WEST** shall be in charge of administering this Agreement on behalf of the District. The Administrator 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:**

**G AND D ASSOCIATES:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Lisa A. Franz, Director, Purchasing

\_\_\_\_\_  
Typed Name/Title

\_\_\_\_\_  
Typed Name/Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Tax Identification Number: 95-6002318

Tax Identification Number: \_\_\_\_\_

- Not Project Related  
 Project #15-25

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #15-25**

**SERVICES**

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

**\*PER ATTACHED PROPOSAL DATED MAY 2015**

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

**\*PER ATTACHED PROPOSAL DATED MAY 2015**

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:

<b>STATUS REPORT FOR ACTIVITY:</b>	<b>DUE DATE</b>
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 #15-25

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #15-25**

**COMPENSATION**

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

\*Per attached Proposal – Not to Exceed \$30,000.00

**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 \$30,000.00, as provided in Section 4 of this Agreement.**

**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #15-25**

**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, \_\_\_\_\_ \$1,000,000  
\_\_\_\_\_ Nurses, Therapists~~

~~\_\_\_\_\_ 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 #15-25

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 #15-25

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #15-25**

**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, **G AND D ASSOCIATES**, who will provide Services under the Agreement,  is  is not subject to disclosure obligations.

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

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



# G&D Associates



**Proposal for Consultancy**

**Magnet Grant Support**

**Oxnard Magnet Program**

Proposal Prepared by

**G&D Associates**

May 2015



## CONTENTS PAGE

1. Purpose
2. Suggested requirements and proposed actions
3. Pricing matrix
4. Pathways to Personalization
5. Terms and conditions



## PURPOSE

G&D Associates have prepared this proposal for Oxnard School District Magnet Schools (2013 cohort). Bespoke consultancy will provide support for branding and marketing, and change management.

Consultancy will:

Support work with the already appointed marketing/design company to ensure an effective result.

Support the Grant Manager in continual implementation of change management strategies.

Provide coaching for school teams on the effective implementation of personalized learning.

Support schools in writing copy for promotion and recruitment.

Support schools in developing an effective marketing strategy.



## SUGGESTED REQUIREMENTS, PROPOSED ACTIONS

Requirement	Proposed Actions
Support work with the already appointed marketing/design company to ensure an effective result	<p>Liaise with design company to ensure work is Magnet school appropriate</p> <p>Liaise with company to ensure all work is on message for recruitment</p> <p>Work with design company to ensure branding is targeted at each school's theme</p> <p>Other steering as needed</p>
Support the Grant Manager in continual implementation of change management strategies	<p>Review all school planning every 8 weeks</p> <p>Regular phone meeting with grant manager to provide support as needed</p>
Provide coaching for school teams on the effective implementation of personalized learning	<p>Deliver two day, onsite Pathways to Personalization course</p> <p><b>Please see course outline on page 6</b></p>
Support schools in writing copy for promotion and recruitment	<p>Review copy for marketing materials and refine as needed</p>
Support schools in developing an effective marketing strategy	<p>Provide detailed website review for each school</p> <p>Deliver 1 day onsite marketing workshop</p>



## PRICING MATRIX

Requirement	Number of Days	Cost	Total
Support work with the already appointed marketing/design company to ensure an effective result	1 day x 3 schools	3 days @ \$1,650/day	\$4,950
Support the Grant Manager in continual implementation of change management strategies	2 days	2 days @ \$1,650/day	\$3,300
Provide coaching for school teams on the effective implementation of personalized learning	3 days	1 day prep, travel and follow up 2 days onsite @\$2,200/day inclusive of expenses	\$6,600
Support schools in writing copy for promotion and recruitment	1 day x 3 schools	3 days @ \$1,650/day	\$4,950
Support schools in developing an effective marketing strategy	1 day/school web reviews Marketing workshop 2 days including prep follow up and travel	3 days @ \$1,650 web reviews 2 days @ \$2,200 inclusive of expenses, marketing workshop	\$9,350
<b>Total</b>	<b>16 Days</b>	<b>\$29,150</b>	<b>\$29,150</b>

## Pathways to Personalization Workshop

Most would agree that the traditional education system is becoming increasingly irrelevant. A workforce that no longer follows the factory model of the mid-twentieth century demands that we foster more creative and adaptable learners through the public education system. A personalized approach to learning has the capacity to develop today's learners for tomorrow's world.

Participants in this two-day workshop will be given an in-depth understanding of the many factors that enable personalization from the six key elements to effective implementation through change management.

### Day 1

- Welcome and Introductions** (10 minutes)
- Why Personalized Learning?** (60 minutes)
- The Six Elements of Personalization** (30 minutes)
- Leveraging Time Workshop** (60 minutes)
  - Calendars and Schedules
- Lunch (60 minutes)
- Industry and People Workshop** (60 minutes)
  - Day in the Life Scenarios
- Methods Workshop** (120 minutes)
  - Overview
  - Practical Examples
  - Project Activity

### Day 2

- Tools Workshop** (120 minutes)
  - Current teacher capacity
  - Choice of tools
  - Creativity
  - Hooper and Rieber Model
  - Access Skills: A Funnel Approach
  - Digital Portfolios
  - Personalized Learning Networks
- Environments Workshop** (120 minutes)
  - Marketing and presentation
  - Blended environments
  - Quality teacher environments
  - Walk through activity
- Lunch (60 minutes)
- Change Management** (30 minutes)
  - The Knoster Model
  - Vision and Planning
- Client Options Menu** (90 minutes) Choose One of the Following:
  - “Are You Personalized?” Self-Review and Discussion
  - Developing a Positive School and Classroom Culture





## Forming and Maintaining a Personalized Learning Team Terms and Conditions

### 1. DEFINITIONS

'Consultant' means Gregory and Denby Associates. 'Client' means the person, firm, company or organization for whom the Consultant is performing the Services. 'Agreement' means the contract referred to in Clause 2. 'Services' means the services to be performed by the Consultant in accordance with the proposal from the Consultant. 'Project' means the project or works for which the Client has commissioned the Services.

### 2. GENERAL

Unless and until a formal agreement is entered into, the Client's acceptance of the proposal for Services from the Consultant or a request for some or all the Services to be performed by the Consultant, shall constitute a binding contract between the Client and the Consultant which contract will be subject to any terms and conditions contained or referred to in the aforementioned proposal and these terms and conditions. In the event of any conflict, the terms and conditions in the proposal shall prevail over these terms and conditions. The Agreement so formed shall supersede all previous understandings, commitments or agreements whether written or oral between the Client and the Consultant relating to the subject matter hereof. No person or entity shall have any rights in relation to this Agreement, whether as third parties or otherwise, save the parties to this Agreement.

Should any term or condition of this Agreement be held to be unenforceable then such term or condition shall be disregarded and the remaining terms and conditions shall remain in full force and effect.

### 3. PERFORMANCE OF SERVICES AND SCOPE

The Consultant shall perform the Services using the degree of skill care and diligence to be expected from a consultant experienced in the provision of services of similar scope size and complexity. The Consultant shall use reasonable endeavors to complete the Services within the time or program agreed but shall not be responsible for any delay beyond the reasonable control of the Consultant.

The fee contained in the proposal is for the scope of works as defined therein. If not already contained in the proposal the Consultant and the Client shall agree as an initial activity an integrated project design program to include the activities of all the parties to the Project relevant to the Services to be supplied by the Consultant. The aforesaid program shall show the key dates for final information and the delivery of such to the Consultant so as to enable the Consultant to carry out the design in an efficient once through manner to achieve the program delivery dates for the Services.

### 4. CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

- (i) The Consultant and the Client shall keep confidential all information pertaining to the Services.
- (ii) Copyright and intellectual property rights for all proposals, reports, documents and the like produced by the Consultant prior to and in the performance of the Services shall remain vested with the Consultant but the Consultant shall grant an irrevocable royalty free license to the Client to use such reports, documents and the like for any purpose in connection with the Project after contract signing.

### 5. LIABILITY

- (i) The Consultant shall be liable to pay compensation to the Client arising out of or in connection with this Agreement only if a breach of the duty of care in Clause 3 is established against the Consultant.
- (ii) Notwithstanding any other term to the contrary in the Agreement or any related document the total liability of the Consultant under or in connection with the Agreement in the aggregate for all claims, whether in contract or in tort, in negligence or for breach of statutory duty or otherwise shall be limited to a sum equivalent to the fee payable under the Agreement or \$20,000, whichever is the lesser, or such other sum as may be expressly stated in the Consultant's proposal, provided always that any such liability of the Consultant shall be limited to such sum or sums as it would be just and equitable for the Consultant to pay having regard to the Consultant's responsibility for the same and on the basis that all other parties appointed or to be appointed by the Client to perform related services in connection with the Project shall be deemed to have provided undertakings on terms no less onerous than this Agreement and shall be deemed to have paid to the Client such contribution as it would be just and equitable for them to pay having regard to their responsibility for any loss or damage and providing that it shall be deemed that such parties have not limited or excluded their liability to the Client for such loss or damage in any way which may be prejudicial to the Consultant's liability under this clause. Nothing in this clause shall operate to exclude or limit the Consultant's liability for death or personal injury.
- (iii) The Client shall indemnify and keep indemnified the Consultant from and against all claims, demands, proceedings, damages, costs and expenses arising out of or in connection with this Agreement or the Project in excess of the liability of





the Consultant under this Agreement or which may be made in respect of events occurring after the expiry of the period of liability stated in this Agreement.

(iv) No action or proceedings under or in connection with this Agreement shall be commenced against the Consultant after the expiry of two years from completion of the Services.

**6. CLIENT'S OBLIGATIONS**

The Client shall supply, without charge and in such time so as not to delay or disrupt the performance of the Consultant in carrying out the Services, all necessary and relevant information, in his possession or available to him from his other agents or consultants and all necessary approvals or consents. The approval or consent by the Client to the Services shall not relieve the Consultant from any liability under this Agreement.

**7. PAYMENT**

(i) The Client shall pay the Consultant for the Services in accordance with the proposal and this Agreement. If the Consultant performs any additional services or if the Services are delayed or disrupted for reasons beyond the reasonable control of the Consultant then the Consultant shall be entitled to such additional fees as are fair and reasonable in the circumstances. The Consultant may render an invoice at monthly intervals for services properly performed. The agreed invoice, or in the event of a dispute the undisputed element, shall be paid within 28 days of receipt of the invoice by the Client (the final date for payment).

(ii) The Client shall not withhold any payment of any sum or part of a sum due to the Consultant under the Agreement by reason of claims or alleged claims against the Consultant unless the amount to be withheld has been agreed between the Client and the Consultant as due to the Client or such sum arises from an award in adjudication, arbitration or litigation in favor of the Client and arises under or in connection with the Agreement. Save as aforesaid all rights of set off at common law, in equity or otherwise which the Client may otherwise be entitled to exercise are hereby expressly excluded.

**8. TERMINATION**

If a party is in breach of a material term of this Agreement and despite written notice from the other party fails to remedy such breach within 30 days or such other period as may be agreed between the parties, then the other party shall be entitled to terminate this Agreement forthwith.

**9. DISPUTE RESOLUTION**

Any dispute between the parties that cannot be settled by mutual agreement shall be referred for final settlement to the arbitration of a person agreed between the parties.

**BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Cesar Morales

**Date of Meeting:** 6/24/15

**STUDY SESSION** \_\_\_\_\_

**CLOSED SESSION** \_\_\_\_\_

**SECTION B: HEARINGS** \_\_\_\_\_

**SECTION C: CONSENT**   X  

**SECTION D: ACTION** \_\_\_\_\_

**SECTION E: REPORTS/DISCUSSION** \_\_\_\_\_

**SECTION F: BOARD POLICIES** 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Approval of Agreement #15-26 – Safe & Civil Schools (Morales/West)**

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Safe & Civil Schools will provide consultant services for CHAMPS Classroom Management Training for Science teachers during the 2015-16 school year. CHAMPS will focus on supporting teachers who want to improve their classroom management. Teachers will benefit from learning strategies to manage student behavior and improve student motivation. Participants will learn how to teach students to behave in a responsible manner, improve transitions, reduce off-task behavior during instruction and independent work, and use positive feedback and consequences more effectively.

**FISCAL IMPACT:**

Total not to exceed \$6,000.00 – MSAP

**RECOMMENDATION:**

It is the recommendation of the Project Director, MSAP, and the Superintendent, that the Board of Trustees approve Agreement #15-26 with Safe & Civil Schools.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement #15-26, Safe & Civil Schools (2 Pages)  
Certificate of Insurance (1 Page)



## AGREEMENT TO PROVIDE SERVICES

Agreement between: **Teaching Strategies, Inc**  
**dba: Safe & Civil Schools (“Company”)**  
PO Box 50550 (541) 345-1442  
Eugene OR 97405 FAX (541) 345-6431  
93-0905279

Tax I.D. Number:  
Contact person: **Kimberly Irving, Professional Services Coordinator**

Agency: **Oxnard School District (“District”)**  
1051 South A St  
Oxnard CA 93030

Contact person: **Debra West, MSAP Project Director**

Job #: 2032  
Title of Session: CHAMPS Classroom Management  
Presenter: **Pat Somers**  
Dates: August 10-11, 2015  
Fees: \$6,000.00 (2 days @ \$3000 each) *plus travel expenses*

### **The Company and the District, for the consideration set forth below, agree as follows:**

1. The Agency agrees to pay the Company \$6,000 in fees for the presentation listed above. In addition, the Agency will reimburse all travel expenses incurred by Pat Somers for the presentation. An invoice with receipts will be provided at the conclusion of the presentation.
2. Video taping of sessions is not allowed without prior written permission.
3. It is the responsibility of the District to reproduce handouts.
4. Airfare, lodging, car rentals, etc., will not be booked until contract is signed by District. Delay in signing contract may increase costs of these items, therefore, please sign and return promptly.
5. Any increased expenses due to circumstances outside of Safe & Civil Schools’ control, including, but not limited to, inclement weather or airline delays will be billed to the District.
6. Materials are offered at a discount from **Pacific Northwest Publishing**, in conjunction with consultations only. Please phone our office for details.

7. **Safe & Civil Schools Rescheduling – Cancellation Policy:** In return the District agrees to the following rescheduling and cancellation terms. This policy applies to all training dates outlined by the contract.

- If training is rescheduled or cancelled more than six months from the start date of training, no charges will be incurred by the District.
- If training is rescheduled between six months and three months from the start date of training, any non-refundable travel expenses and change fees would be the responsibility of the District.
- If training is cancelled between six months and three months from the start date of training, 25% of the training fee would be the responsibility of the District.
- If training is rescheduled or cancelled between three months and one month from the start date of the training, 50% of the training fee plus any non-refundable travel expenses and change fees would be the responsibility of the District.
- If the training is rescheduled or cancelled with less than one month from the start date of the training, 100% of the training fee plus any non-refundable travel expenses and change fees would be the responsibility of the District.

**Thank you. Please sign and email to [kimberly@safeandcivilschools.com](mailto:kimberly@safeandcivilschools.com) or fax to (541) 345-6431**

\_\_\_\_\_  
District /Agency Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Safe & Civil Schools

\_\_\_\_\_  
Date



## **BOARD AGENDA ITEM**

Name of Contributor: Lisa Cline

Date of Meeting: 6/24/15

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

### **AGREEMENT #15-28: AGREEMENT FOR SUPPLYING BREAKFAST AND LUNCHESES TO DWIRE SCHOOL (Cline/Picola)**

Annually, Oxnard School District enters into an agreement with the Ventura County Office of Education for the purpose of supplying breakfast and lunches for the County program at Dwire School. This is a standard renewal of an ongoing contract.

#### **FISCAL IMPACT**

None. The revenue generated by the reimbursement from the National School Breakfast and Lunch Program covers the cost of operating.

#### **RECOMMENDATION**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Child Nutrition Services that the Board approve Agreement #15-28 with the Ventura County Office of Education for the purpose of supplying breakfast and lunches for their program at Dwire School for the 2015-16 fiscal year.

#### **ADDITIONAL MATERIAL**

Attached: Agreement #15-28 (2 pages)

**CHILD NUTRITION SERVICES AGREEMENT  
FOR SUPPLYING BREAKFAST AND LUNCHES TO DWIRE SCHOOL  
AGREEMENT #15-28**

This agreement, executed in duplicate and entered into on June 24, 2015, between the Oxnard School District, hereinafter referred to as "Oxnard School District," and Dwire School, administered by Ventura County Office of Education, hereinafter referred to as "VCOE," is made for the purpose of supplying breakfast and lunches for their program at Dwire School. It is hereby agreed that:

- 1) Oxnard School District shall prepare breakfast and lunch at their facility at Christa McAuliffe School Cafeteria, 3300 Via Marina Avenue, Oxnard, CA, 93035.
- 2) Oxnard School District shall provide the necessary utensils, straws and napkins.
- 3) Children from Dwire School will travel from their classrooms at Dwire to the McAuliffe Cafeteria at an agreed upon time for both breakfast and lunch and will consume them at that location. For children unable to ambulate, breakfast and lunch will be prepared at Christa McAuliffe Cafeteria and delivered by McAuliffe Kitchen Staff.
- 4) The number of breakfast and lunches prepared by Oxnard School District shall be equal to the number of breakfast and lunches requested by Dwire School. Dwire will notify McAuliffe Cafeteria of the number of breakfast and lunches needed no later than 9:30 a.m., of each day.
- 5) School meals applications will be issued to each child at the beginning of the school year. Breakfast is free for all students; however, the application still needs to be completed in order to qualify for lunch benefits. Reduced lunch price will be \$.40 cents. Lunch price for ineligible children will be \$2.25, including milk. Milk alone will be \$.25 cents.
- 6) Oxnard School District shall provide Dwire, no later than one day prior to the end of each month, a monthly menu covering the breakfast and lunches to be served for the following month. Breakfast and lunches will be the same as stated on the menu for any given day and/or as provided for the Oxnard School District students, except for certain substitutions of items due to chewing and swallowing difficulties, determined by Dwire faculty. Subsequent notification will be given should changes be necessary.
- 7) The Oxnard School District shall comply with all rules and regulations pertaining to the National School Breakfast and Lunch Programs as outlined by the State and Federal authorities. All applications and eligibility requirements will be handled at the Oxnard School District, subject to audit.

- 8) Oxnard School District, VCOE & Dwire shall comply with all applicable federal, state and local statutes and regulations with regard to the preparation and consumption of breakfast and lunches which meet the National School Breakfast and Lunch Program meal requirements, including, but not limited to, all applicable regulations relating to the overt identification of needy pupils, the nutritious content of breakfast and lunches, and nondiscrimination. All records maintained by Oxnard School District and VCOE shall be open to inspection by proper federal, state and local authorities in accordance with applicable statutes and regulation.
- 9) Gifts or exchanges of commodities are not permitted. Until it is consumed by the students, the food remains the property of the State and Federal Government and the Oxnard School District. It cannot be sold, given away, or exchanged for other goods.
- 10) The VCOE shall indemnify and hold the Oxnard School District and its officers, employees and agents harmless from any and all liability, cost, or expense arising out of the Oxnard School District performance of the agreement.
- 11) The VCOE shall keep and maintain liability insurance including extended coverage for product in an amount no less than \$1,000,000 for each occurrence, and shall provide Oxnard School District with a certificate evidencing insurance in the amount naming Oxnard School District as an additional insured, and specifying that the coverage shall not be canceled or modified without 30 days prior written notice to Oxnard School District, Assistant Superintendent of Business and Fiscal Services.
- 12) The term of this agreement shall be from July 1, 2015, until June 30, 2016, unless terminated by either party upon 30 days notice with cause.
- 13) All business and information relating to the execution of this agreement and the services thereof, shall be directed to the Oxnard School District, Assistant Superintendent of Business and Fiscal Services and the Director of Child Nutrition Services.

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF  
EDUCATION

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Lisa Cline, Assistant Superintendent  
Business & Fiscal Services

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Mr. Tom Etchart,  
Director, Internal Business Services



## BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 6/24/15

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

### **AGREEMENT #15-29: AGREEMENT FOR SUPPLYING BREAKFAST AND LUNCHESES TO JAMES FOSTER SCHOOL (Cline/Picola)**

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Annually, Oxnard School District enters into an agreement with the Ventura County Office of Education for the purpose of supplying breakfast and lunches for the County program at Foster School, located on the Frank Intermediate School campus. This is a standard renewal of an ongoing contract.

#### **FISCAL IMPACT**

None. The revenue generated by the reimbursement from the National School Breakfast and Lunch Program covers the cost of operating.

#### **RECOMMENDATION**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Child Nutrition Services that the Board approve Agreement #15-29 with the Ventura County Office of Education for the purpose of supplying breakfast and lunches for their program at Foster School for the 2015-16 fiscal year.

#### **ADDITIONAL MATERIAL**

Attached: Agreement #15-29 (2 pages)

**CHILD NUTRITION SERVICES AGREEMENT  
FOR SUPPLYING BREAKFAST AND LUNCHES TO FOSTER SCHOOL  
AGREEMENT #15-29**

This agreement, executed in duplicate and entered into on June 24, 2015, between the Oxnard School District, hereinafter referred to as "Oxnard School District," and Foster School, administered by Ventura County Office of Education, hereinafter referred to as "VCOE," is made for the purpose of supplying breakfast and lunches for their program at Foster School. It is hereby agreed that:

- 1) Oxnard School District shall prepare breakfast and lunch at their facility at RJ Frank School Cafeteria, 701 N Juanita Avenue, Oxnard, CA 93030.
- 2) Oxnard School District shall provide the necessary utensils, straws and napkins.
- 3) Children from Foster School will travel from their classrooms to the Frank Cafeteria at an agreed upon time for both breakfast and lunch and will consume them at that location. For children unable to ambulate, breakfast and lunch will be prepared at the Frank Cafeteria and delivered by Frank Kitchen Staff.
- 4) The number of breakfast and lunches prepared by Oxnard School District shall be equal to the number of breakfast and lunches requested by Foster School. Foster School staff will notify Frank Cafeteria of the number of breakfast and lunches needed no later than 9:30 a.m., of each day.
- 5) School meals applications will be issued to each child at the beginning of the school year. Breakfast is free for all students; however, the application still needs to be completed in order to qualify for lunch benefits. Reduced lunch price will be \$.40 cents. Lunch price for ineligible children will be \$2.25, including milk. Milk alone will be \$.25 cents.
- 6) Oxnard School District shall provide Foster, no later than one day prior to the end of each month, a monthly menu covering the breakfast and lunches to be served for the following month. Breakfast and lunches will be the same as stated on the menu for any given day and/or as provided for the Oxnard School District students, except for certain substitutions of items due to chewing and swallowing difficulties, determined by Foster faculty. Subsequent notification will be given should changes be necessary.
- 7) The Oxnard School District shall comply with all rules and regulations pertaining to the National School Breakfast and Lunch Programs as outlined by the State and Federal authorities. All applications and eligibility requirements will be handled at the Oxnard School District, subject to audit.

- 8) Oxnard School District, VCOE & Foster shall comply with all applicable federal, state and local statutes and regulations with regard to the preparation and consumption of breakfast and lunches which meet the National School Breakfast and Lunch Program meal requirements, including, but not limited to, all applicable regulations relating to the overt identification of needy pupils, the nutritious content of breakfast and lunches, and nondiscrimination. All records maintained by Oxnard School District and VCOE shall be open to inspection by proper federal, state and local authorities in accordance with applicable statutes and regulation.
- 9) Gifts or exchanges of commodities are not permitted. Until it is consumed by the students, the food remains the property of the State and Federal Government and the Oxnard School District. It cannot be sold, given away, or exchanged for other goods.
- 10) The VCOE shall indemnify and hold the Oxnard School District and its officers, employees and agents harmless from any and all liability, cost, or expense arising out of the Oxnard School District performance of the agreement.
- 11) The VCOE shall keep and maintain liability insurance including extended coverage for product in an amount no less than \$1,000,000 for each occurrence, and shall provide Oxnard School District with a certificate evidencing insurance in the amount naming Oxnard School District as an additional insured, and specifying that the coverage shall not be canceled or modified without 30 days prior written notice to Oxnard School District, Assistant Superintendent of Business and Fiscal Services.
- 12) The term of this agreement shall be from July 1, 2015, until June 30, 2016, unless terminated by either party upon 30 days notice with cause.
- 13) All business and information relating to the execution of this agreement and the services thereof, shall be directed to the Oxnard School District, Assistant Superintendent of Business and Fiscal Services and the Director of Child Nutrition Services.

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF  
EDUCATION

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Lisa Cline, Assistant Superintendent  
Business & Fiscal Services

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Mr. Tom Etchart,  
Director, Internal Business Services

**BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Cesar Morales

**Date of Meeting:** 6/24/15

**STUDY SESSION** \_\_\_\_\_

**CLOSED SESSION** \_\_\_\_\_

**SECTION B: HEARINGS** \_\_\_\_\_

**SECTION C: CONSENT**     **X**    

**SECTION D: ACTION** \_\_\_\_\_

**SECTION E: REPORTS/DISCUSSION** \_\_\_\_\_

**SECTION F: BOARD POLICIES**      1<sup>st</sup> Reading \_\_\_\_\_      2<sup>nd</sup> Reading \_\_\_\_\_

**Approval of Agreement #15-30 – Oxnard Performing Arts & Convention Center (Morales)**

This agreement is for the 2015 SIP Day Orientation which will be held at the PAC on Monday, August 17, 2015.

**FISCAL IMPACT:**

Not to Exceed \$1,351.00 – Unrestricted General Fund

**RECOMMENDATION:**

It is the recommendation of the Superintendent, that the Board of Trustees approve Agreement #15-30 with the Oxnard Performing Arts & Convention Center, in the amount of \$1,351.00.

**ADDITIONAL MATERIALS:**

**Attached:** Agreement #15-30, Oxnard Performing Arts & Convention Center (14 Pages)

PERFORMING ARTS AND CONVENTION CENTER  
LICENSE AGREEMENT - THEATER

This Performing Arts and Convention Center License Agreement<sup>24th</sup> (“Agreement”) is made and entered into in the County of Ventura, State of California, this ~~3rd~~ day of June, **2015**, by and between the Oxnard Performing Arts and Convention Center Corporation, a nonprofit corporation, (“PAC”), and Oxnard [REDACTED] School District (“Licensee”).

WHEREAS, PAC operates and maintains the Oxnard Performing Arts and Convention Center Theater for use by various organizations, entities and persons for conventions, trade shows, exhibitions, theatrical performances, meetings, concerts, and similar activities; and

WHEREAS, PAC hereby desires to make the Oxnard Performing Arts and Convention Center Theater available to Licensee for a license fee.

NOW, THEREFORE, PAC and Licensee agree as follows:

1. Facilities Provided

a. PAC hereby authorizes Licensee to use the Oxnard Performing Arts and Convention Center Theater (“Theater”) as more particularly located at 800 Hobson Way, Oxnard, California 93030.

b. PAC agrees to provide Licensee with standard furnishings and equipment including heating, air conditioning, general lighting use of stage, dressing rooms and orchestra pit.

c. PAC agrees to provide Theater for Licensee’s use including the following services: necessary custodial services, utilities, general supervision by Stage Manager, one public address set-up with three microphones, and one lighting set-up.

d. PAC agrees to provide Licensee with the following special equipment/ supplies and personnel:

- (1) Equipment/Supplies
  - (a) Special Lighting NC
  - (b) Risers \_\_\_\_\_
  - (c) Electric/Gas (excess) \_\_\_\_\_
  - (d) Orchestra Shell \_\_\_\_\_
  - (e) Stage Extension \_\_\_\_\_
  - (f) Stage Monitors \_\_\_\_\_
  - (g) Colour Media \_\_\_\_\_

(2) Personnel

(a) House Manager	<u>\$ 150.00</u>
(b) Ushers	<u>120.00</u>
(c) Stage Technicians	<u>1056.00</u>

2. Coordination of Use

All uses of Theater are to be coordinated with the PAC Executive Director or designee (“Executive Director”) and shall be under the general direction of Executive Director.

3. License Period

PAC agrees that Licensee may use the Theater on the following dates, during the hours specified below:

Moving In: Aug 17, 2015, 6:30a m. to \_\_\_\_\_ m.  
 Moving Out: Aug 17, 2015, 1:30 pm to 2:00 p. m.

Performance/Event Aug 17, 2015, 8:00 a. m. to 1:30 p. m.

4. Reservation Fee

Licensee agrees to pay PAC a non-refundable reservation fee in the amount of \$\_\_\_\_\_ to Executive Director. The PAC shall credit the reservation fee toward payment of other fees and charges owed by Licensee.

5. License Fee

a. Licensee agrees to pay PAC the following fees for the use of Theater and the use of any special equipment/supplies and personnel:

(1) License Fee	<u><i>Waived per agreement</i></u>
(2) Equipment/Tickets	<u>“ ” “</u>
(3) Personnel	<u>1,326.00</u>
(4) Non-refundable process fee	<u>25.00</u>
TOTAL	<u>\$ 1,351.00</u>

b. Licensee agrees to pay any addendum charges for additional services or equipment related to Licensee’s use of the Theater. An estimate of any addendum charges is

attached hereto as Exhibit A and incorporated herein by this reference. The actual addendum charges will be determined after the PAC has actually provided the services or equipment.

6. Gross Receipts Fees

If the license fee is based on gross receipts, gross receipts shall mean the total sums, exclusive of taxes, collected from patrons by Licensee.

7. No Free Passes

Licensee may not issue free passes or admissions to Licensee's event without the written consent of Executive Director.

8. Maintenance of Records

Licensee shall maintain true and accurate records of receipts of admissions and concessions sales, if any, and shall satisfactorily and thoroughly account for the receipt thereof. Executive Director shall have the right to inspect such records.

9. Proposed Event

The event to be presented by Licensee shall consist of: "2015 OSD Staff In-Service Back to School Kick-off". Licensee's use of the Theater shall be limited to the event as described herein.

10. Fee for Admission

a. PAC agrees that Licensee may charge admission during the proposed use of Theater by Licensee.

b. (1) Licensee agrees to include in the price of admission to the Theater a "Facility Restoration Fee" of \$ 1.00 per ticket for tickets priced \$10.00 to \$14.99 and \$2.00 per ticket for tickets priced at \$15.00 or more. The Facility Restoration Fee is for the exclusive benefit of the PAC Facility Restoration Fund.

(2) All advertising for Licensee's event at the Theater shall include the following statement: "A Facility Restoration Fee shall be added to each ticket."

(3) Licensee agrees, that for general admission events without tickets for sale, Licensee shall pay a \$ .50 per admission Facility Restoration Fee as an addendum charge.

11. Removal of Property

a. Licensee agrees to remove from Theater, on or before 8:00 a.m. on the 18th day of August, 2015, all property, goods, equipment, supplies and effects belonging to Licensee or caused by Licensee to be brought to Theater.

b. If any such property is not removed by the above stated time, Licensee authorizes Executive Director to sell the property in any manner Executive Director deems appropriate and to hold the proceeds from the sale for Licensee, less any costs incurred by PAC.

c. Executive Director may, in his or her sole discretion, store, or cause to be stored, any such property not removed by the above stated time. Licensee agrees to pay PAC all costs associated with such storage.

12. PAC Not Liable For Licensee's Property

In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to Theater either prior to, during, or subsequent to the use of Theater by Licensee, PAC and its officers, agents and employees shall act solely for the accommodation of Licensee; and neither PAC nor its officers, agents or employees shall be liable for any loss, damage or injury to such property.

13. Handling Funds

a. In the handling, control, custody and keeping of funds whether the funds are received through the PAC box office or otherwise, Licensee agrees that PAC is acting for the accommodation of Licensee, and as to such funds PAC shall not be liable to Licensee or to any other person for any loss, theft or defalcation thereof, whether such loss, theft, or defalcation is caused or done by officers, employees or agents of the PAC.

b. No PAC officer, employee or agent shall be liable for any loss, theft or defalcation of such funds unless PAC willfully causes or permits the same or unless the loss, theft or defalcation was caused by the gross negligence of an officer, employee or agent of PAC.

14. Prop Entrance

Licensee shall bring all prop articles, fixtures, materials, displays into or out of Theater only at such entrances as may be designated by Executive Director.

15. Care of Theater

Licensee will not drive any nails, screws, tacks, pins, or other objects into the floors, walls, ceilings, partitions, doors, door or window casings, or woodwork of Theater and will not in any manner change or move any of the fixtures of Theater except as may be authorized by Executive Director.

16. Electrical Work and Plans

Licensee shall file with Executive Director a description of all electrical work and a plan or description of any structures, or decorations to be erected for the event. Licensee will not construct or erect such electrical work, structures, or decorations without prior written approval by Executive Director.



17. Animals Prohibited

Licensee agrees that no domestic or wild animals or birds shall be taken into, or kept in or about Theater, or any part thereof, without the written consent of Executive Director.

18. Signs Require Permission

Licensee agrees that no signs or advertisements shall be placed in, on, or about Theater without the consent of Executive Director.

19. Televising Requires Permission

No event presented in Theater shall be broadcast, televised, or in any manner recorded for reproduction without the written consent of Executive Director.

20. Conduct of Persons

a. Licensee agrees to comply with all ordinances, statutes, rules and regulations applicable to the conduct or operation of the activities of Licensee herein permitted, Licensee shall provide adequate security protection to maintain order in and about Theater.

b. Licensee shall be solely responsible for the orderly conduct of all persons using Theater by invitation, either expressed or implied, during all times covered by this Agreement.

c. Licensee shall not permit intoxicated persons or alcoholic beverages at Theater during all times covered by this Agreement.

d. PAC reserves the right to eject or cause to be ejected from Theater any person making loud, personal, impertinent, profane or slanderous remarks so as to disrupt an event at Theater.

21. Control of Theater

a. The keys to Theater shall at all times be in the possession and control of Executive Director. PAC shall lock and unlock the entrance and exits of Theater at such times as may be required for Licensee's use. Licensee, at its own expense, must at all times place proper security at all entrances and exits when the same are unlocked.

b. PAC and all duly authorized representatives of PAC shall have the right to enter Theater and all parts thereof at all times.

22. Lost Articles

PAC or its representatives shall have the sole right to collect and have the custody of articles left in Theater by persons attending any event. Licensee or any person in Licensee's

employ shall not collect nor interfere with the collection or custody of such articles.

23. Flammable Materials

Licensee may not use flammable materials such as bunting, tissue paper, crepe paper, for decorations. All materials used for decorative purposes must be treated with flameproofing and approved by the Fire Marshall.

24. Entertainment Standards

Licensee shall not conduct any event in Theater that is illegal or obscene.

25. Concession Sales by PAC

PAC reserves the sole right:

a. To contract for the sale of programs, librettos, periodicals, books, magazines, newspapers, soft drinks, flowers, tobacco, candies, food, novelties or any related merchandise commonly sold or dispensed in theaters; opera glasses, cushions, and other articles; and photographs.

b. To operate the parking lots, and check rooms; provided, however, that Executive Director may, in writing, authorize Licensee to do any of the aforesaid upon such terms as Executive Director deems proper under the circumstances, subject to the provisions of any existing contracts.

26. Sales by Licensee

a. Licensee may sell from the Theater only those items approved in writing by Executive Director. Licensee shall provide Executive Director with an accounting of such sales and shall pay PAC fifteen percent (15%) of the gross amount of such sales, exclusive of sales tax.

b. Licensee shall not serve food or beverages for the event except by agreement with caterers approved by Executive Director.

27. Use of PAC Box Office

Licensee agrees that PAC shall be responsible for ordering and selling tickets sold at the PAC Box Office at fees so designated on the Box Office Agreement attached hereto as Exhibit B. If a computerized ticket system is used, Licensee agrees to use PAC's designated ticket agency.

28. Complimentary Tickets

a. Licensee agrees not to issue more than fifty (50) complimentary tickets to the Licensee's event without the written consent of Executive Director.

b. Licensee agrees that seats 2, 4, 6, 8, 10, and 12 in row AA shall be provided to PAC at no charge for use at the discretion of Executive Director.

29. Copyright

Licensee agrees to assume all costs and obligations arising from the use of patented and/or copyrighted materials, equipment, devices, processes or dramatic rights furnished or used or incorporated in the event. Licensee agrees to obtain and pay for all appropriate BMI, ASCAP, and SESAC licenses for the event.

30. Assignment

Licensee shall not assign this Agreement in whole or in part, nor may any right hereunder granted to Licensee be granted in turn to any other person without the written consent of Executive Director.

31. Occupancy Interruption

a. In case Theater or any part thereof shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence, including strikes, labor disputes, war, or acts of military authorities, shall render the fulfillment of this Agreement difficult or impossible of performance, this Agreement shall be immediately terminated.

b. PAC shall not in any such case be held liable or responsible to Licensee for any damage caused by termination of this Agreement. PAC shall be relieved from any further liability by reason of this Agreement, and no claims or compensation or damage shall be made against the PAC by Licensee. Any fee for the unused portion of the Agreement shall under such circumstances be refunded to Licensee.

32. Indemnity

Licensee agrees to indemnify and hold harmless PAC, the City of Oxnard, its City Council and their respective officers, directors, employees, and agents, against any and all claims, demands, causes of action, damage (including damages to PAC's property), costs, and liabilities (including cost and liabilities of PAC with respect to its employees), in law or in equity of every kind and nature whatsoever, directly or proximately resulting from or caused by the use and occupation of Theater, whether such use is authorized or not, or from any act or omission of Licensee or any of its officers, agents, employees, guests, patrons, or invitees. Licensee shall, at its sole risk and expense, defend any and all suits, actions, or other legal proceedings that may be brought or instituted against PAC, the City of Oxnard and their respective officers, directors, agents and employees on any such claim, demand or cause of action, and Licensee shall pay and satisfy any judgment or decree which may be rendered against PAC, the City of Oxnard and their respective officers, directors, employees, and agents in any such suit, action or other legal proceedings. Licensee shall pay for any and all damages to property of PAC, for loss or theft of such property, done or caused by Licensee, its officers, agents, employees, guests, patrons and invitees.

33. Insurance

a. Licensee shall obtain and maintain in full force and effect during the use and occupation of Theater under this Agreement the insurance coverages as specified in Exhibit C, attached hereto and incorporated in full herein by this reference, issued by a company satisfactory to Executive Director, unless Executive Director, waives, in writing, the requirement that Licensee obtain and maintain such insurance coverages.

b. Licensee shall, prior to the use and occupation of Theater, file with Executive Director evidence of insurance coverage as specified in Exhibit E. Evidence of insurance coverage shall be forwarded to Executive Director, addressed as specified in Exhibit D.

c. Maintenance of proper insurance coverages by Licensee is a material element of this Agreement. Licensee's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

34. Maintenance and Repair

Licensee agrees to maintain Theater and other portions of the premises of PAC to which Licensee, its employees, agents, licensees or any member of the public has access to by reason of this Agreement in good condition, reasonable wear and tear, damage by the elements, act of God, or casualties beyond the control of Licensee only excepted. Licensee agrees to return Theater in the same condition as before use of the same was permitted, ordinary wear and tear, damage by the elements, acts of God, or casualties beyond the control of Licensee excepted.

35. Default

a. Should Licensee default in the performance of any of the terms and conditions of this Agreement, PAC, at its option, may terminate the Agreement. Licensee shall be liable for the full amount of the fee provided for herein less fees received from others for use of Theater at the time, or times, specified in this Agreement.

b. Any deposit made by Licensee to PAC shall be retained by PAC.

36. Cancellation by PAC

a. In addition to the right to terminate this Agreement upon Licensee's default, PAC shall have the right:

(1) To terminate this Agreement at any time when Theater is required by public necessity or emergency use.

(2) To terminate this Agreement at any time, without liability to PAC, upon ten days written notice when Licensee proposes a special service event for which no fee is to be charged.

(3) To terminate this Agreement at any time without liability to PAC, upon 21 days written notice, in all other instances.

b. Upon termination by PAC, any deposit made by Licensee shall be refunded.

c. Licensee hereby waives any claim Licensee may have against PAC stemming from any cancellation of this Agreement by PAC prior to the date of the event.

37. Cancellation by Licensee

No cancellation by Licensee shall be accepted by Executive director if less than 21 days prior to the date of the event. Failure to cancel prior to this time will subject Licensee to payment of all fees.

38. Attorneys' Fees

Licensee and PAC agree that the prevailing party's reasonable costs, attorneys' fees and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

39. Entire Agreement

Licensee and PAC agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

OXNARD PERFORMING ARTS AND  
CONVENTION CENTER CORPORATION

  
\_\_\_\_\_  
Performing Arts Center Manager

LICENSEE  
Oxnard School District

\_\_\_\_\_  
Lisa A. Franz  
Director, Purchasing

NOTE: This License Agreement is a standard agreement previously approved as to form by the City Attorney and the General Counsel.



# EXHIBIT A

## Addendum to Estimate Sheet

Name of Event: OSD Staff In-Service Back to school 15

Date: 17-Aug-15

Time: 6:30 AM

Equipment Rental Fees: Waived per agreement

### Recap of Personnel Fees:

Stage Technicians	<u>\$1,056.00</u>
House Manager	<u>150</u>
2-House Ushers	<u>120</u>
Box Office Fee	<u>0</u>

**Total Personnel Fees: \$1,326.00**

### Contract Total Fees:

Rental Fee	<u>waived per agreement</u>
Equipment/Supplies Fee	<u>N/A</u>
Personnel Charges	<u>\$1,326.00</u>
Insurance	<u>own</u>
Ticket Printing	<u></u>
Non-Refundable Processing Fee	<u>\$25.00</u>
Security Guards Fees	<u>N/A</u>
Oxnard Police Dept. Fees	<u>N/A</u>

**Total Contract Fees: \$1,351.00**

Less Deposit Paid

**Total Due PACC: \$1,351.00**

Prepared by: Brad McElmurry / Technical Requirements / Phone: (805)385-8162

Prepared by: Bevera Skelton / Rental Information / Phone: (805)385-8149



# ESTIMATE ONLY

Event Date	Estimate #
8/17/15	509

<b>Bill To</b>
Oxnard Elementary School District Lydia Alvara

<b>Event Name</b>
Staff IN Service Day 2015 Mon. 8/17/2015

<b>Time Of Event</b>	<b>Date Of Event</b>	<b>Tech Info</b>
6:30a - 2p	8/17/15	YES

Description	Time	Qty / Hrs.	Rate	OT Hrs.	Amount
General Lighting, no colour, no specials, white light only.			0.00		0.00
House Sound System			0.00		0.00
Orchestra Chairs			0.00		0.00
Stage Playback Monitors (2) Mackie S215			0.00		0.00
Sennheiser EW500 Wireless Handheld Microphone			0.00		0.00
Epson G5000 LCD Projector 4K Lumens			0.00		0.00
Video Recording Permit			0.00		0.00
<b>EQUIPMENT RENTAL SUBTOTAL</b>					0.00
Mon. 8/17/2015 Setup , Mtg. & Strike					
Stage Technical Director	6a - 2p	8	24.00		192.00
Lighting Technician	6a - 2p	8	18.00		144.00
Electrician	6a - 2p	8	18.00		144.00
Sound Technician	6a - 2p	8	18.00		144.00
Stagehand (2ea)	6a - 2p	16	18.00		288.00
Stage Desk / Curtain Op	6a - 2p	8	18.00		144.00
<b>STAGE TECHNICAL LABOR SUBTOTAL</b>					1,056.00

Brad McElmurry Stage Technical Director	PACC Does Not Provide Ladders/ Please Do Not Affix Signs To Painted Surfaces:	<b>Total</b>	\$1,056.00
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**PERFORMING ARTS & CONVENTION CENTER**

**BOX OFFICE AGREEMENT**

**IT IS THE POLICY OF THE PACC THAT FOR ALL EVENTS WHERE TICKETS ARE SOLD TO THE PUBLIC, TICKETS SHALL ALSO BE AVAILABLE FOR SALE IN THE PACC'S BOX OFFICE. ANY EXCEPTION TO THIS POLICY MUST BE IN WRITING FROM THE PACC'S CHIEF EXECUTIVE OFFICER OR EVENT COORDINATOR.**

<b>TICKET SALES</b>	<b>FEE</b>
a) Per Performance (2 weeks prior)	\$200
b) Restoration Fee per Ticket Sold	Tickets priced \$9.99 & Under – No Fee Tickets priced \$10 to \$14.99 - \$1.00 per Ticket Tickets priced \$15 and Up - \$2.00 per Ticket
<b>TICKET STOCK PRINTING</b>	
a) Per Program	\$125
<b>COMPLIMENTARY TICKETS</b>	
a) The house receives six (6) complimentary tickets for each show. Specifically, for distribution to VIP's by the PACC Executive Director. Row AA, seats 1, 3, 5, 7, 9, 11 unless otherwise agreed upon.	
b) All complimentary tickets for guests of the promoter will be distributed as "WILL CALL" tickets. An approved list will be required from the promoter or road manager. Complimentary tickets will be limited to fifty (50) unless prior consent is obtained from the PACC Executive Director for additional tickets.	

**I UNDERSTAND AND CONSENT TO THE TERMS AS SET IN THE BOX OFFICE AGREEMENT:**

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

**FOR OFFICE USE**

Box Office Manager \_\_\_\_\_ Date: \_\_\_\_\_

PACC Representative \_\_\_\_\_ Date: \_\_\_\_\_



**Exhibit C**

**INSURANCE REQUIREMENTS**

**Applicant will be required to provide a Certificate of Insurance naming the Performing Arts & Convention Center and the City of Oxnard as additionally insured as per requirements. Insurance may be obtained through the Performing Arts & Convention Center for a fee.**

**Please be reminded that the Certificate of Insurance only covers the audience and/or those who attend the function, not the performers.**

**The insurance requirements are as follows:**

<b>Limits of Insurance (each occurrence limit)</b>	<b>\$1,000,000</b>
<b>Personal and Advertising Injury Limit</b>	<b>\$1,000,000</b>
<b>Medical Expense Limit</b>	<b>\$ 5,000</b>
<b>Fire Damage Limit (any one fire)</b>	<b>\$ 50,000</b>
<b>Products - Completed (operations aggregate limit)</b>	<b>\$1,000,000</b>
<b>General Aggregate Limit (Other than products-completed operations)</b>	<b>\$1,000,000</b>

**MINIMUM COVERAGE IF USING OWN INSURANCE**

- Bodily Injury Liability**
  - \$1,000,000 Each Person**
  - \$1,000,000 Each Occurrence**
  
- Property Damage Liability**
  - \$1,000,000 Each Person**
  - \$1,000,000 Each Occurrence**
  
- The Performing Arts & Convention Center and City of Oxnard must be protected as per the following statement on Certificate of Insurance:**

**"PERFORMING ARTS & CONVENTION CENTER AND CITY OF OXNARD NAMED AS  
ADDITIONALLY INSURED AS RESPECTS THEIR INTEREST."**

# RENTAL INVOICE

**Oxnard School District**  
Attn: Lisa A. Franz  
1051 South A Street  
Oxnard, CA 93030

**2015 Back to School In Service Day**

**INVOICE NUMBER**  
**INVOICE DATE** June 8, 2015  
**PURCHASE ORDER NO.**  
**TERMS** Net 30 days  
**CONTACT PERSON** Bevera Skelton  
**SHIPPED VIA**  
**TAX I.D.**

**SHIPPED TO:**

Date	DESCRIPTION	PRICE
Aug 17, 2015	2015 Back to school in-service Day Contract Fee	\$1351.00
<b>Total</b>		<b>\$1351.00</b>

<b>TOTAL DUE</b>

**\$1351.00**

**THANK YOU FOR YOUR BUSINESS!**



**BOARD AGENDA ITEM**

**Name of Contributor(s):** Dr. Cesar Morales

**Date of Meeting:** 6/24/15

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

**Approval of Agreement #15-31, City of Oxnard Recreation and Community Services ASES Contract for the After School Program 2015-2016 (Morales/Thomas)**

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The attached contract is an agreement between the City of Oxnard Recreation and Community Services department and Oxnard School District to provide a high quality after school program at each school site in Oxnard School District. The contract outlines the roles of each agency and ensures both organizations are committed to providing quality services in a safe environment for the student population in the Oxnard School District elementary and middle schools. The program will operate every school day and provide enrichment, recreation, literacy and math opportunities. The contract protects the district by requiring insurance, indemnification, personnel disclosure, and child abuse reporting.

**FISCAL IMPACT:**

Not to exceed \$2,000,000.00 plus reimbursement for ASES funded supplemental grant activities to be paid from After School Education and Safety (ASES) Grant.

**RECOMMENDATION:**

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Superintendent, that the Board of Trustees approve Agreement #15-31 with the City of Oxnard Recreation and Community Services to provide the After School Program for Oxnard School District that meets the requirements of the After School Education and Safety Grant.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement #15-31, City of Oxnard (10 Pages)  
Exhibits A-D (63 Pages)

## OXNARD SCHOOL DISTRICT

### Agreement #15-31

#### AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“**Agreement**”) is entered into as of this 24th day of June 2015 by and between the Oxnard School District (“**District**”) and the City of Oxnard (“**Consultant**”). District and Consultant are sometimes hereinafter individually referred to as “**Party**” and hereinafter collectively referred to as the “**Parties.**”

#### RECITALS

- A. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services (defined below), as defined and described particularly on Exhibit A-0, Exhibit A-1, Exhibit A-2 and Exhibit A-3, attached to this Agreement.
- B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by District to perform the Services.
- C. The California Department of Education has awarded District a grant through the After School Education and Safety (ASES) Program for Fiscal Years 2015-2016 (the “**Grant**”).
- D. One way in which District desires to use the Grant is to fund local after school education and enrichment programs through retaining Consultant to perform the Services.
- E. The Parties desire to formalize the selection of Consultant for performance of the Services and desire that the terms of that performance be as particularly defined and described herein.

#### OPERATIVE PROVISIONS

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

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from July 1, 2015 to and including June 30, 2016 (the “**Term**”). This Agreement may be extended only by a written amendment, signed by the Parties, prior to the expiration of the Term.
3. **Time for Performance.** The scope of services set forth in Exhibit A-0, Exhibit A-1, and Exhibit A-3 shall be completed during the Term pursuant to the schedule specified Exhibit A-0 (the “**Primary Services**”). Consultant may also, at its election, agree to provide additional services, at District’s request and only with District’s prior written authorization (the “**Additional Services**”). Any such Additional Services shall be completed in accordance with Exhibit A-2 during the Term pursuant to the schedule specified in Exhibit A-0. For purposes of this Agreement, the Primary Services and Additional Services shall collectively be referred to as the “**Services.**” Should the Services not be

completed pursuant to the schedule specified in **Exhibit A-0**, Consultant shall be deemed to be in Default as provided below. District shall agree to revise the schedule specified in **Exhibit A-0** when Consultant's delay is caused by the action or inaction of District and Consultant promptly notifies District of such delay. 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. If the amount of the Grant or ASES Program is modified, Consultant and District agree to amend **Exhibit A-0** as it relates to funding levels, services and expectations.

4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** for the Services. The total compensation for the Primary Services, including reimbursement for actual expenses, shall not exceed Two Million Dollars (\$2,000,000.00) through reimbursement for supplemental ASES funded grant activities and/or Universal Grant monies as outlined in **Exhibit A-0**. The total compensation for the Additional Services, including reimbursement for actual expenses, shall not exceed One Hundred Thirty Thousand Dollars (\$130,000.00) through reimbursement for supplemental ASES funded grant activities and/or Universal Grant monies as outlined in **Exhibit A-0**, provided, however, that if Consultant renders any Additional Services without District's prior written authorization, District shall not be obligated to pay for such services. If the amount of the Grant is modified, the Parties agree to amend the costs accordingly through written amendment.

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) calendar 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) 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. Consultant may terminate this Agreement for cause at any time upon thirty (30) calendar 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) work 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. District shall provide written 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 written notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) work days, but may be extended, though not reduced, at the discretion of District. During the period of time that Consultant is in default, District shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, 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, District may terminate this Agreement as provided above. Any failure on the part of District to give notice of the 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. Notwithstanding the foregoing, Consultant shall not be deemed to be in default if its failure to perform any Services or comply with any provisions of this Agreement results solely from the action or inaction of District.

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 of the 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 as set forth in paragraph 12 of 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 (3) 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 (3) years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the Services provided by Consultant pursuant to this Agreement.

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

c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) work 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. If Consultant becomes aware that any person employed by or volunteering with Consultant in connection with the Services has been arrested or convicted of a violent or serious felony listed in Penal Code Section 667.5(c) or 1192.7(c), then Consultant must immediately remove said employee or volunteer from the performance of the Services, prevent the employee or volunteer from interacting with District students, and notify District. District retains the right to prohibit any such employee from participating in the program or having access to students or the program site.

c. 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, but only to the extent such information is not considered a public record for purposes of federal or state law. 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 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 of its officers or employees, 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 not qualify as a "designated employee".

\_\_\_\_\_ (Initials)

c. Consultant agrees to notify the Superintendent, in writing, if Consultant believes that it is a "designated 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 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 Trustees 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 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, as if the acts and omissions were performed by Consultant 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.

c. Consultant shall maintain a database of prospective employees in order to avoid a gap in filling intended positions.

21. **Assumption of Responsibility.** In accordance with Consultant's obligations under paragraphs 11, 12, 19, and 20 herein, Consultant assumes all responsibility for the care, custody, and control of students participating in any activity, whether on-site or off-site, offered in connection with the Services.

22. **Indemnification.**

a. Consultant's Indemnity Obligation.

To the fullest extent permitted by California law, Consultant shall at its sole expense indemnify, protect, defend and hold harmless District, its officers, agents, employees, elected board members, and volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by Consultant or

by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant. The provisions of this indemnification do not apply to any damage or losses caused by the sole negligence or willful misconduct of District, its officials, elected board members, employees, and volunteers, or claims caused by dangerous conditions of District real property which arose out of acts or failure to act by District. Except as specifically provided in this Agreement, in no event shall Consultant be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement.

Consultant agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. 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. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement.

\_\_\_\_\_ (Initials)

b. District's Indemnity Obligation.

To the fullest extent permitted by California law, District shall indemnify, protect, defend and hold harmless the Consultant and any and all of its officials, city council members, employees and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by District or by any individual or entity for which District is legally liable, including but not limited to officers, agents, employees or sub-contractors of District or that arises out of or is in any way directly attributable to the alleged existence of dangerous conditions on District real property during the operation of the program contemplated hereunder. The provisions of this indemnification do not apply to any damages or losses caused by the sole negligence or willful misconduct of Consultant, its officials, elected council members, employees, agents, or program participants. Except as specifically provided in this Agreement, in no event shall District be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement. This obligation to indemnify and defend Consultant as set forth here is binding on the successors, assigns or heirs of District and shall survive the termination of this Agreement.

\_\_\_\_\_ (Initials)

23. **Insurance.** District acknowledges that Consultant is self-insured against workers' compensation claims in accordance with Labor Code section 3700(b) and that Consultant is self-insured for general liability claims in accordance with Government Code sections 989 and 990. To the extent applicable, Consultant will provide to District evidence of self-insurance coverage for the types and amounts of insurance set forth on Exhibit C hereto.

24. **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: Lisa A. Franz  
Phone: (805) 385-1501 x2414  
Fax: (805) 240-7582

**To Consultant:** City of Oxnard Recreation and Community Services  
555 South "A" Street, Suite 265,  
Oxnard, California 93030  
Attention: Sofia Balderrama  
Phone: (805) 385-7993  
Email: sofia.balderrama@ci.oxnard.ca.us

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) work days after deposit of the same in the custody of the United States Postal Service.

25. **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.

26. **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.

27. **Administration.** The Assistant Superintendent, Educational Services, or designee, shall be in charge of administering this Agreement on behalf of the District. The Administrator has completed **Exhibit D** attached hereto.

28. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

29. **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. This Agreement supersedes any prior understanding or agreement, oral or written, of the Parties with respect to said matters.

30. **Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by Consultant and by District. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

31. **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.

32. **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.

33. **Dispute Resolution**

Any disputes arising from this Agreement shall be resolved using the dispute resolution process described below.

The Party initiating the dispute resolution process shall prepare and send to the other Party a notice of dispute that shall include the following information: (1) a statement of the facts of the dispute, including information regarding the Party's attempt to resolve the dispute; (2) the specific sections of the Agreement that are in dispute; and (3) the specific resolution sought by the Party. Within fourteen (14) calendar days from receipt of the notice of dispute, representatives of the Parties shall meet in an informal setting to try to resolve the dispute.

If the informal meeting fails to resolve the dispute, the Party initiating the dispute resolution process shall notify the other party (the responding party) in writing and the Parties shall agree on a mediator within fourteen (14) calendar days. If the Parties cannot mutually agree to a mediator, the Parties shall make a joint request of the State Mediation and Conciliation Service of the California Department of Industrial Relations ("SMCS") for a list of five (5) qualified mediators. The Parties shall select a neutral arbitrator from the SMCS list by striking one name from the list in succession until only one name remains. The mediation procedure shall be informal in nature; however, the Parties may submit mediation briefs regarding the dispute at the request of the mediator. The rules of evidence will not apply and no record of the proceedings will be made. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the Parties.

Either Party may seek equitable or injunctive relief prior to the mediation to preserve the status quo or prevent irreparable injury pending the completion of that process. Except for such an action to obtain equitable relief, neither Party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session.

34. **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).

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

**[SIGNATURES ON FOLLOWING PAGE]**

**OXNARD SCHOOL DISTRICT:**

**CITY OF OXNARD:**

---

Lisa A. Franz, Director, Purchasing

---

Tim Flynn, Mayor

---

Date

---

Date

Tax Identification Number: 95-6002318

Tax Identification Number: 95-6000756

**ATTEST:**

---

Daniel Martinez, City Clerk

**APPROVED AS TO FORM:**

**APPROVED AS TO INSURANCE:**

---

Stephen M. Fischer, Interim City Attorney

---

Risk Manager

**APPROVED AS TO CONTENT:**

---

Terrel Harrison, Interim Recreation  
Superintendent

**APPROVED AS TO AMOUNT:**

---

Greg Nyhoff, City Manager

**EXHIBIT A-0**  
**TO AGREEMENT FOR CONSULTANT SERVICES**

I. Consultant will perform services required by District in connection with its After School Education and Safety (ASES) Program, and specifically agrees to provide the following services under the captioned agreement:

A. Attendance:

1. Elementary students should participate every day the program operates.
2. Intermediate students should participate a minimum of nine hours and three days per week.
3. Efforts will be made to maintain consistency of attendance with the intent to reduce the turnover in enrollment.
4. Early release waivers will be used for all students recurring late start or early program release (i.e. late start for tutoring and early release for catechism or sports).
5. No early release waiver shall be approved if as a result, the child will attend less than one and one half hours of after school programming.
6. Students who leave the program early with an excused reason (i.e., sick, doctor's appointment) shall have it noted on the sign out sheet and have back up documentation filed with each month's attendance.
7. The Consultant shall agree to meet the minimum attendance required by the ASES Grant.

B. Assurances

1. Provide an academic and enrichment after school program in each grant funded school.
2. To plan the program through a collaborative process that includes parents, youth, representatives of participating school sites, governmental agencies, local law enforcement, community organizations and the private sector.
3. Hire staff, based on the 20-1 ratio required by grant funding, including a site coordinator, project supervisory staff and provide payroll services for Consultant employees.
4. Operate each program from the end of the school day until 6:00 PM every regular school day.
5. When agreed upon and coordinated between Consultant and District, provide a program for non-school calendar days (i.e., weekends, vacations).
6. When agreed upon and coordinated between the Consultant and District, will provide services for Supplemental Grants with compensation being reimbursed for expenses agreed upon in advance not to exceed the per pupil amount funded by the grant. As used herein, a "Supplemental Grant" means a grant project outside of District's After School Education and Safety Core Grant.
7. Provide program assessment results to District for the annual evaluation. Evaluation tools such as Quality Self-Assessment Tool (QSAT) or other measures of program evaluation as suggested by the California Department of Education – After School Division and/or California After-School Network.

Not Project Related

Project #15-31

Documentation needs to happen quarterly for the Federal Program Monitoring Process (FPM).

8. Assist and maintain organized information for FPM at each site. The documentation needs to be submitted quarterly.
9. All food offered to students will conform to the nutrition standards as established by the U.S. Department of Agriculture (low fat content, calories, no candy or soda). Reimbursable Snack Logs will be submitted to District Food Services to ensure proper documentation for the State and Federal Food Program. Reporting also includes electronic input of total snacks served in Zangle-Food Services module.

C. Professional Development

1. Provide training for after school program staff and include the District Manager of Special Programs, and as appropriate, include staff of collaborating organizations.
2. Attend Region 8 Program Directors and Network Meetings on a quarterly basis.
3. Professional Development-All Staff:
  - a. All staff participates in quarterly professional development provided by District and Consultant on the topics of Positive Behavior Intervention Support, English Learner Strategies, technology, Depth of Knowledge and inquiry strategies, Common Core State Standards, Smarter Balanced Assessment Consortium, communication skills and other topics to align the after school program with the regular day throughout course of the academic school year.

D. Participate in monthly trainings to receive lessons and materials for the upcoming month. Meetings will be a minimum of two hours. Trainings will be coordinated by Consultant and District.

1. Professional Development-Math staff
  - a. Participate in two full day trainings before the start of school conducted by District approved provider as per agreement with District.
  - b. Participate in monthly trainings to receive lessons and materials for the upcoming month. Training will be two hours.
2. Professional Development – Literacy staff
  - a. Participate in two full day trainings before the start of school conducted by District approved provider as per agreement with District.
  - b. Participate in monthly trainings to receive lessons and materials for the upcoming month. Training will be two hours.
3. Professional Development – Arts/Special Enrichment staff
  - a. Participate in monthly trainings offered by District, District approved provider, and/or Consultant. Training will be between 2 and 4 hours a session.
  - b. Provide enrichment that meets the goals as stated in the District-After School Education and Safety Program Plan.
4. Professional Development – Physical Fitness/Recreation Staff
  - a. Participate in monthly trainings as offered by the Consultant.

Not Project Related

Project #15-31

- b. Training topics include, but not limited to: physical fitness, self-esteem and nutrition.

E. Risk Management

1. Provide background clearance through the police department and TB tests and provide monthly reports of all employees who have received clearance for employment.
2. Provide a copy of insurance documents, which verify coverage for District.
3. Clear outside contractors and events through the District risk management department. This shall occur at least 30 days prior to service or event.
4. Clear all activities and enrichment courses, including flyers and advertisements, through District Risk Management Department and District Administration to ensure proper safety procedures are in place according to District timelines. This shall occur at least 30 days prior to service or event.
5. Clear all fundraisers through District Risk Management Department and District Administration to ensure compliance with Board Policies. This shall occur at least 30 days prior to service or event.
6. Participate in school wide emergency drills and learn the protective procedures at each school site.

F. Responsibility

1. Report attendance and activities weekly by Wednesday of each week for the previous week.
2. Work with District to establish and maintain partnerships with community agencies.
3. Provide student learning and enrichment materials above and beyond materials already purchased by District.
4. Participate in collaboration activities with other participating organizations.
5. Vacate learning areas within each school in the same or better conditions as they were found.
6. When hiring, preference will be given to District employees as appropriate; however, final decision of hiring personnel is the Consultant's.
7. Include the Common Core State Standards and strategies for English Learners and Special Education students in lessons.
8. Include feedback from the after school administrator and site principal when evaluating employees.
9. Submit a use of facility permit to Facilities Department at District.
10. Meet weekly with District administrator.
11. Provide documentation of matching funds.
12. Operate the Program in accordance with the conditions set forth in this Exhibit A-0, Exhibit A-1 and Exhibit A-3.
13. Operate the Program in accordance with the conditions set forth in Exhibit A-2, if applicable, pursuant to Section 3 of this Agreement.
14. Report any unsafe physical conditions of the facilities or grounds in the after-school activity areas to Manager, Special Programs at District immediately.



Not Project Related

Project #15-31

II. The Oxnard School District agrees to:

- A. Provide consistent, adequate and safe space for after school groups and activities after school each day in the schools with After School Education and Safety (ASES) Grants (including classrooms, cafeteria, restrooms, and playground).
- B. Provide a District administrator to coordinate and collaborate with the Consultant's Recreation and Community Service's Oxnard Scholars Program.
- C. Provide a staff member to help create an academic link between the after school program and the regular school day—reporting language arts and math assessment results to the after school program and reporting the after school results to the regular classroom teachers.
- D. Provide professional development to aid in the aligning the After School Program with the regular school day (Math, Literacy, Arts/Special Enrichment, and Physical Fitness and Nutrition).
- E. Provide consistent access to the computer lab and library.
- F. Provide daily nutritional snack and/or meal through the federal free and reduced lunch program.
- G. Provide daily custodial services.
- H. Submit required attendance, fiscal and evaluation reports to the State of California.
- I. Provide office space/station with access to phone, computer, printer and internet access.
- J. Provide Access to Zangle.
- K. Notwithstanding Consultant's obligations contained in Exhibit A-3, administer medication to students participating in ASES Program in compliance with federal and California law.
- L. Perform those actions set forth in Exhibit A-3.

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

- A. Certificates of insurance and additional insured endorsements for 2015-2016, as described in Exhibit C, or a letter evidencing participation in an alternative risk management program, including participation with other public agencies in mutual, cooperative, or risk management programs available through joint exercise of powers agencies to the extent that such alternative risk management program affords reasonable coverage for the risks contemplated hereunder giving consideration to similar programs or plans adopted by public entities in the State of California.
- B. Evidence that employees have met the No Child Left Behind (NCLB) requirements.
- C. Monthly employee list certifying all have cleared TB and Fingerprint screenings.
- D. Weekly attendance and activity reports.
- E. Food Service Reimbursable Snack Logs and Zangle Meal Summary electronic report which meet the requirements of the federal free and reduced lunch program.
- F. Evidence that Consultant's employees and volunteers have complied with the fingerprinting and training requirements required by this Agreement.

Not Project Related

Project #15-31

IV. 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:

<b>STATUS REPORT FOR ACTIVITY</b>	<b>DUE DATE</b>
A. Weekly attendance report (reported).	Each Wednesday by Noon
B. Monthly Zangle attendance report and Zangle Reimbursable Snack-Food Services meal summary report for each school (confirmed).	15th of each month
C. Monthly activity reports for each school, including trainings, lesson plans and examples of student work (Digital Format).	15th of each month
D. Monthly expenditure reports, including salaries for employees, supplies, trainings and Administrative costs.	30th of each month for the previous month

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

None.

See attached list. **(To be provided prior to the 1st day of school)**

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.

**EXHIBIT A-1**  
**General Provisions**

Consultant agrees to operate the ASES Program (“**Program**”) in accordance with the following general provisions:

1. Field Trips. Consultant may offer Program field trips, provided that Consultant obtains advance authorization from District, obtains advance written parent/guardian authorization, and complies with transportation policies approved by District. Consultant shall use its own permission, release, and waiver forms, provided that such forms shall provide for a release of claims against District by providing for a release of “any involved municipalities or public entities and their respective agents and employees.”
2. Parent/Guardian Visits: To the extent allowed by applicable law, Consultant shall provide for reasonable parent/guardian access to District facilities being used by Consultant during the Program. Consultant shall ensure that parent/guardian visits are in accordance with any applicable court orders.
3. Late Pick Up Policy: Consultant shall develop a reasonable late pick-up policy. The policy must be in writing and approved in advance by District. If Consultant fails to provide a late pick-up policy, the following policy shall apply. If a student has not been picked up by an authorized adult within ten (10) minutes after the Program closing time, Consultant’s staff shall call the emergency contacts for that student. If Consultant’s staff person has not been able to reach the student’s authorized adult within twenty (20) minutes past closing time, Consultant shall contact the Program director, the police, and social services for assistance. Consultant is fully responsible for properly implementing the policy. Irrespective of whether Consultant develops and implements an approved late pick-up policy or adopts the policy set forth herein, Consultant warrants that at least two (2) staff persons will remain present at closing time to supervise the students until the last child is in the custody of an authorized adult, or, if necessary, the police and social services.
4. Reportable Incidents: If any student suffers an injury requiring medical attention during the Program, then Consultant shall immediately inform District by telephone, text, or email, and provide a written incident report to District within twenty-four (24) hours of the incident. If Consultant becomes aware of circumstances indicating the actuality or possibility of mandated reporting (including but not limited to allegations of physical, emotional, or sexual abuse, or allegations of neglect), involving any student in the Program, then Consultant shall comply with all mandated reporting requirements under California law. Consultant shall inform District immediately and shall also provide a written report of the circumstances to District within twenty-four (24) hours of becoming aware of the circumstances. Consultant assures District that all Consultant staff members, including volunteers, are familiar with child and dependent adult abuse reporting obligations and procedures under California law.
5. Emergencies/ Disasters: Consultant shall develop a reasonable disaster/emergency policy. The policy must be in writing and approved in advance by District. If Consultant

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fails to provide a reasonable disaster/emergency policy, the District's emergency/disaster policy shall apply. Consultant is fully responsible for properly implementing the policy, including but not limited to ensuring that all staff members at each site are appropriately trained in the policy, maintaining at least two (2) staff members at each site who are CPR trained, and confirming that staff members are properly instructed to access disaster preparedness kits.

6. Unauthorized Persons: In the event that Consultant's staff discovers that any unauthorized person (including but not limited to minors who are not enrolled in the Program and not otherwise entitled to be on District property; unauthorized adults, including parents who are forbidden by court order from accessing students; and any other trespassers) is on District's property during the operation of the Program, Consultant's staff shall take immediate action to ensure the safety of all Program students, including, as necessary, seeking assistance from local authorities. Consultant's staff shall immediately notify Manager, Special Programs at District of the incident and provide a written report of the incident to District within twenty-four (24) hours.
  
7. District Facilities and Equipment: Consultant's use of District facilities and equipment shall be limited to those uses reasonably necessary for the operation of the Program. Consultant shall use District's facilities and equipment with care, leaving each space clean and organized at the end of each Program day. Consultant shall not permit any third parties not affiliated with the Program to use District's facilities and equipment. Consultant shall replace or repair any District facilities or equipment damaged by Program staff or participants, or third parties that Consultant permitted to use the facilities or equipment. Consultant shall not install equipment or fixtures at District facilities without District's prior written consent.

**EXHIBIT A-2**  
**SPORTS – HEALTH AND SAFETY**

Consultant agrees to operate Program sports in accordance with the following provisions.

**1. General Requirements for Consultant’s Program Coaches**

**a. Satisfaction of Program staff requirements.** Consultant agrees that its coaches, paid and unpaid, shall satisfy the requirements for all Program staff, including, but not limited to, requirements pertaining to employee qualifications, experience, and background checks.

**b. Additional requirements.** Consultant further agrees that, prior to coaching a Program sport, its coaches shall have training that includes development of coaching philosophies consistent with District goals; basic knowledge of sport psychology, pedagogy, physiology, and management; training in CPR and first aid; and general information about statewide rules and regulations regarding, at minimum, eligibility, equity, and discrimination. Moreover, as set forth in more detail below, Consultant’s coaches shall receive training in specific health and safety issues, including, but not limited to, concussion, sudden cardiac arrest, heat illness, methicillin-resistant staph aureus, performance enhancement drugs, and event emergencies. Consultant shall have satisfied these requirements if Consultant provides its coaches with the information provided in the exhibits to this Agreement and any additional information provided by District to Consultant.

**2. General Requirements for Student Eligibility in Program Sports**

**a. Medical clearance.** Consultant shall ensure that, prior to trying out for, practicing for, and participating in a Program sport, every student obtains a medical clearance from a health care provider who is fully licensed in the State of California. The medical clearance shall be pursuant to a physical exam with medical history, which includes, but is not limited to, review of any previous heat illness, cardiac disease, sickle cell trait, medication and supplement use, and type of training activities. Consultant may provide students with or otherwise require students to utilize the Preparticipation Physical Evaluation form and accompanying Clearance form, prepared by the California Interscholastic Federation (“CIF”), and attached hereto as Exhibit A-2(i) (or any updated forms). Consultant shall retain a copy of all medical clearances for a period of at least three (3) years, and, upon District’s request, provide the copies to District.

**b. Adherence to recommendations.** Consultant agrees to require its coaches to review and abide by any and all medical restrictions and recommendations listed in each student’s medical clearance form. Consultant acknowledges that a student’s medical clearance may be rescinded or altered by the health care provider due to changed conditions, in which event Consultant agrees to be bound by the revised restrictions or recommendations.

**c. Current illness or injury.** For the health and safety of all Program participants, Consultant shall permit any student who is reasonably known or observed to have an active febrile or gastrointestinal illness to participate in Program sports until such time the affected student has recovered from the illness and provided Consultant with a written medical clearance. Consultant shall not permit any student who is reasonably known or observed to have an injury (except minor injuries, such as minor cuts or abrasions) to participate in Program sports without written medical clearance.

**d. Sign In and Sign Out Sheet.** Consultant must provide a sign-in and sign-out sheet for all Program sports activities, including tryouts, practices, and games, that includes, at minimum, the date, student's name, time of sign-in and time of sign-out, and name of authorized adult who signed out the student. All students and/or guardians must use the sheet to sign in and out of all Program sports.

**e. Off-site Sports Activities.** Consultant may offer off-site sports activities, provided that Consultant obtains advance authorization from District, obtains advance written parent/guardian authorization, and complies with transportation policies approved by District. Consultant shall use its own permission, release, and waiver forms, provided that such forms shall provide for a release of claims against District by providing for a release of "any involved municipalities or public entities and their respective agents and employees."

### **3. Concussions**

Consultant agrees to adhere to the following standards regarding concussions and serious head injuries.

#### **a. Coaches – requirements prior to coaching**

i. As a prerequisite to coaching any Program sport, Consultant's coaches shall receive training on concussions and provide proof of such training to Consultant. The training can be completed through the free, online course "Concussions in Sports" (or any updated course) which is available through the National Federation of State High School Associations website. As proof of training, Consultant's coaches shall download and print their certificate at the completion of the course, and, provide a copy of the certification to Consultant.

ii. Consultant's coaches shall receive concussion training at least once a year.

iii. Consultant shall retain a copy of all certifications for a period of at least three (3) years, and, upon District's request, provide a copy to District.

#### **b. Students – requirements prior to participation**

i. As a prerequisite to a student beginning practice or competition in any Program sports activity, the student and the student's parent or guardian shall review and sign a concussion and head injury information sheet. Consultant shall provide the concussion and head injury information sheet, the form and content of which shall be subject to District's prior approval. Consultant may use the "Concussion Information Sheet" prepared by CIF, which is attached hereto in English and Spanish as Exhibits A-2(ii) and A-2(iii), respectively (or any updated forms).

ii. Students and student parents/guardians shall complete a new concussion and head injury information sheet each year.

iii. Consultant shall make two (2) copies of each signed concussion information sheet. Consultant shall return the first copy to the student's parent or guardian. Consultant shall retain the second copy for a period of at least three (3) years, and, upon District's request, provide the copies to District.

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**c. Coaches – requirements if student may have sustained concussion**

i. Consultant shall immediately remove from competition, whether in practice or a game, any student who is suspected of sustaining a concussion or head injury, and seek emergency medical attention for the student.

ii. Consultant shall follow all other medical procedures in this Agreement, including, but not limited to, contacting the student's parent or guardian, and completing the requisite incident forms.

**d. Students – requirements for participation after suspected concussion**

i. A student who has been removed from play due to a suspected concussion or head injury may not participate in any Program sports until the student has (A) been evaluated by a health care provider who is fully licensed in the State of California and trained in the evaluation and management of concussions, and (B) received written medical clearance to return to play from that health care provider. Consultant may request that students use the Acute Concussion Evaluation form, attached hereto as Exhibit A-2(iv).

ii. In no event shall a student return to practice or competition in a Program sport on the same day that the student was suspected of sustaining or having a concussion or other head injury.

iii. Subsequent to the student's suspected head injury, Consultant agrees to enforce the health care provider's recommendations and restrictions regarding the student's participation in Program activities, and to continue to monitor the student for any further signs or symptoms of a concussion or other head injury.

iv. Consultant agrees to maintain copies of any written medical clearances pertaining to a suspected concussion or other head injury for a period of at least three (3) years, and, upon District's request, provide the copies to District.

**4. Sudden Cardiac Arrest ("SCA")**

Consultant agrees to adhere to the following standards regarding SCA, which is the sudden and unexpected loss of heart function and among the leading causes of death for student athletes.

**a. Coaches – requirements prior to coaching**

i. As a prerequisite to coaching any Program sport, Consultant's coaches shall receive training on SCA and provide proof of such training to Consultant. The training can be completed through the free, online course "Cardiac Wise" (or any updated course), which is available through the CIF website. As proof of training, Consultant's coaches shall download and print their certificate at the completion of the course, and, provide a copy of the certification to Consultant.

ii. Consultant's coaches shall receive SCA training at least once a year.

iii. Consultant shall retain a copy of all certifications for a period of at least three (3) years, and, upon District's request, provide the copies to District.

**b. Students – requirements prior to participation**

i. As a prerequisite to a student beginning practice or competition in any Program sport, the student and the student's parent or guardian shall review and sign an SCA information sheet. Consultant shall provide the SCA information sheet, the form and content of which shall be subject to District's prior approval. Consultant may use the SCA information sheet "Keep Their Heart in the Game – a sudden cardiac arrest information sheet for athletes and parents/guardians" prepared by CIF, a sample of which is attached as Exhibit A-2(v) (or any updated form).

ii. Students and student parents/guardians shall complete a new concussion and head injury information sheet each year.

iii. Consultant shall make two (2) copies of each signed information sheet. Consultant shall return the first copy to the student's parent or guardian. Consultant shall retain the second copy for a period of at least three (3) years, and, upon District's request, provide the copies to District.

**c. Coaches – requirements if student faints**

i. Consultant shall immediately remove from competition, whether in practice or a game, any student who exhibits fainting, which is the main warning sign of a potential heart condition. Consultant shall then seek emergency medical attention for the student.

ii. Consultant shall follow all other medical procedures in this Agreement, including, but not limited to, contacting the student's parent or guardian, and completing the requisite incident forms.

**d. Students – requirements for participation after suspected SCA event**

i. A student who has been removed from play due to a suspected SCA event may not participate in any Program sports until the student has (A) been evaluated by a health care provider who is fully licensed in the State of California and trained in the evaluation and management of SCA, and (B) received written clearance to return to play from that health care provider.

ii. In no event shall a student return to practice or competition on the same day that the student was suspected of having an SCA event.

iii. Consultant agrees to enforce the health care provider's recommendations and restrictions regarding the student's participation in Program activities, and to continue to monitor the student for any further signs or symptoms of SCA.

iv. Consultant agrees to maintain copies of any written medical clearances, and, upon District's request, provide the copies to District.



**5. Heat Illness**

Consultant agrees to adhere to the following standards regarding heat illness.

**a. Coaches – education about heat illness prevention.** Consultant agrees to require its coaches to obtain training about the prevention of heat illness in students participating in athletics at least once a year. The training may be completed through the free, online course “A Guide to Heat Acclimatization and Heat Illness Prevention” (or any updated course), which is available through the CIF website.

**b. Preventative Measures.** Consultant’s coaches shall endeavor to decrease the likelihood of Program students suffering heat illness by taking preventative measures, including, but not limited to:

- i. educating students participating in Program sports to arrive at practice or competition well-hydrated;
- ii. instructing students to stay hydrated in between practices;
- iii. educating students to avoid drinks which dehydrate the body, such as drinks containing stimulants such as ephedrine or high amounts of caffeine;
- iv. providing water or sports drinks to students during practice and competition, and providing students with water breaks at least every thirty (30) to forty-five (45) minutes;
- v. allowing adequate rest breaks in the shade, and allowing students to remove unnecessary equipment during rest breaks;
- vi. if applicable, gradually increasing the intensity and duration of exercise over a seven (7) to fourteen (14) day period in order to give students time to acclimate to practicing in the heat; and
- vii. if applicable, introducing protective equipment in phases in order to give students time to acclimate to the additional (*e.g.*, start with helmet, progress to helmet and shoulder pads, and finally progress to full uniform).

**6. Methicillin-Resistant Staph Aureus (MRSA)**

Consultant agrees to adhere to the following standards regarding MRSA (a type of staph infection that is resistant to many common antibiotics, and which, if left untreated, can be serious or deadly).

**a. Coaches – education about MRSA.** Consultant shall take reasonable steps to ensure that its coaches are aware of the warning signs, risks, and treatment of MRSA. At minimum, Consultant shall provide its coaches with a copy of the Sports Medicine Alert for Coaches about MRSA, prepared by CIF, and attached hereto as Exhibit A-2(vi), or any updated alert or information sheet.

**b. Coaches - preventative measures.** Consultant shall require its coaches to adopt precautionary measures to decrease the risk of spreading MRSA, including, but not limited to,

recommending that students shower with soap (at home or otherwise) as soon as possible after practices and competitions; instructing students not to share equipment, clothing, towels, or personal grooming items; recommending that students wash their uniforms or sportswear after each use; requiring students to cover all wounds, cuts, and abrasions, especially during practice and competition; and ensuring that all Program sports equipment surfaces (*e.g.*, benches, mats) are cleaned and disinfected on a daily basis, using supplies provided by District.

**c. Coaches – duty to inform students and parents/guardians.** Consultant shall take reasonable steps to inform students participating in Program sports and their parents or guardians about the risks of MRSA, including, but not limited to, providing the students and their parents or guardians with the Sports Medicine Alert for Students, Parents and Guardians about MRSA, prepared by CIF, and attached hereto as Exhibit A-2(vii), or any updated alert or information sheet at least once a year.

## **7. Performance Enhancement Drugs**

Consultant agrees to adhere to the following standards regarding performance enhancement drugs.

**a. Consultant development and implementation of policy.** Consultant shall adopt a policy prohibiting the use and abuse of steroids or other performance enhancement drugs, which policy is subject to District approval. Consultant may adopt District's policy, or use the Steroids Policy Form prepared by CIF and attached hereto as Exhibit A-2(viii) (or any updated form) as a reference in developing its own policy, the form and content of which shall be subject to District's prior approval.

**b. Student and parent/guardian agreement about policy.** The policy shall require that all students participating in Program sports and their parents or guardians to agree in writing that the student will not use performance enhancement drugs except with the written prescription of a licensed physician in order to treat a medical condition.

**c. Annual update.** Students and student parents/guardians shall complete a new performance enhancement drug agreement each year. Consultant agrees to train its coaches on its District-approved performance enhancement drug policy at least once a year.

**d. Copies of agreement.** Consultant shall make two (2) copies of each agreement about the drug enhancement policy. Consultant shall return the first copy to the student's parent or guardian. Consultant shall retain the second copy for a period of at least three (3) years, and, upon District's request, provide the copies to District.

**e. Applicability.** At District's discretion, the requirements of this section, or any portion thereof, may be made applicable only to District's intermediate students (and thereby exempt in whole or part District's elementary students).

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**8. Event Emergency Guidelines**

**a. Adoption of policy.** Consultant shall adopt an event emergency guideline protocol for all sporting events. The protocol shall be subject to District approval, which shall be unreasonably withheld. Consultant may adopt District's event emergency protocol or use the Event Emergency Guidelines prepared by CIF and attached hereto as Exhibit A-2(ix) (or any updated guidelines) as a reference in developing its own guidelines for District approval. The event emergency guideline protocol shall address, at minimum, and include protocols regarding specific threats, including, but not limited to, injuries, medical emergencies, fire, earthquake, severe weather, active shooters, other weapons, suspicious behavior, personnel harassment, missing child, abduction, controlled substances, assaults, and bomb threats.

**b. Training regarding policy.** Prior to implementing any Program sports activities, Consultant must take reasonable steps to ensure that its coaches are informed about and well-versed in the District-approved event emergency policy.

**c. Biennial Review.** If the Program is a multi-year program, Consultant and District shall review and update the policy at least every two (2) years.

**EXHIBIT A-3**  
**ADMINISTRATION OF EPINEPHRINE AUTO-INJECTORS AND PROVISION OF  
EMERGENCY ASSISTANCE**

Consultant and District agree to operate the Program in accordance with the following requirements. Consultant shall not administer any medication not explicitly set forth herein.

**1. Requirements for Administration of Epinephrine (Epi-pen)**

**a. Obligation to Administer Epinephrine; Authorized Individuals**

Pursuant to Education Code section 49414, District shall provide emergency epinephrine and auto-injectors to school nurses or trained personnel who have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction (*i.e.*, potentially life-threatening hypersensitivity to a substance). Consultant shall designate those employees and/or volunteers that have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction and provide District with a list of those individuals prior to the provision of any Services under this Agreement. Consultant shall at all times maintain a designated employee and/or volunteer at all Program sites. Consultant shall only allow its employees and/or volunteers who have received proper training as set forth below to administer an epinephrine auto-injector to a person suffering, or reasonably believed to be suffering, from an anaphylactic reaction if a District nurse is not onsite and when a physician is not immediately available. Any employee and/or volunteer of Consultant that administers an epinephrine auto-injector to a person suffering, or reasonably believed to be suffering, from an anaphylactic reaction shall initiate emergency medical services or other appropriate medical follow up in accordance with the training materials that District retains onsite.

**b. Training of Voluntary Consultant Employees and Volunteers**

District shall provide all designated Consultant employees and/or volunteers epinephrine training. All epinephrine training must be provided by a licensed physician or nurse and in compliance with the CDE's *Training Standards for the Administration of Epinephrine Auto-Injectors*, available online at <http://www.cde.ca.gov/ls/he/hn/epiadmin.asp>. The training shall cover at a minimum the information listed in the CDE's *Training Standards for the Administration of Epinephrine Auto-Injectors*, which includes (a) techniques for recognizing symptoms of anaphylaxis, (b) standards and procedures for the storage and emergency use of epinephrine auto-injectors, (c) emergency follow-up procedures, including calling 911 phone number and contacting, if possible, the student's parent/guardian and physician, and (d) instruction and certification in cardiopulmonary resuscitation. District warrants that it will provide training that complies with CDE guidelines and requirements. In the event of a conflict between the training requirements set forth herein and in the CDE training standards, the requirements in the CDE training standards shall control. District shall retain all training materials at Program sites.

**2. Epinephrine Prescriptions**

For each school site, District shall obtain from an authorizing physician and surgeon an epinephrine auto-injectors prescription that, at a minimum, includes for elementary schools, one regular epinephrine auto-injector and one junior epinephrine auto-injector, and for junior high schools and middle schools, if there are no pupils who require a junior epinephrine auto-injector, one regular epinephrine auto-injector. District shall be responsible for stocking the epinephrine auto-injector, restocking it if it is used and providing access to those employees and/or volunteers of Consultant that have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an

anaphylactic reaction. Consultant shall promptly notify District no more than forty-eight (48) hours after any administration of an epinephrine auto-injector.

**3. Requirements for the Provision of Emergency Assistance**

Consultant shall at all times maintain an employee and/or volunteer at all Program sites to provide emergency assistance to any Program participant who is injured or suddenly becomes ill. Consultant shall provide the necessary training in cardiopulmonary resuscitation (CPR), automated external defibrillator (AED) and first aid to its employees and/or volunteers who have volunteered to provide emergency assistance. Consultant shall designate those employees and/or volunteers that have volunteered to provide emergency assistance and provide District with a list of those individuals prior to the provision of any Services under this Agreement. Consultant shall only allow its employees and/or volunteers who have received proper certification to provide emergency assistance. For purposes of this Agreement, “emergency assistance” shall include the provision of CPR in the event of cardiac arrest; use of an AED to analyze a person’s heart rhythm and deliver an electrical shock to restore heartbeat; and the provision of other forms of first aid to respond to common first aid emergencies, including burns, cuts, and head, neck and back injuries. Any employee and/or volunteer of Consultant that provides emergency assistance shall initiate emergency medical services or other appropriate medical follow up in accordance with their training.

**4. Copies of Documents**

Consultant shall maintain a copy of all health care documents and provide a copy of same to District.

# **Exhibit “A(2)(i)”**

# PREPARTICIPATION PHYSICAL EVALUATION HISTORY FORM

(Note: This form is to be filled out by the patient and parent prior to seeing the physician. The physician should keep this form in the chart.)

Date of Exam \_\_\_\_\_

Name \_\_\_\_\_ Date of birth \_\_\_\_\_

Sex \_\_\_\_\_ Age \_\_\_\_\_ Grade \_\_\_\_\_ School \_\_\_\_\_ Sport(s) \_\_\_\_\_

**Medicines and Allergies:** Please list all of the prescription and over-the-counter medicines and supplements (herbal and nutritional) that you are currently taking

Do you have any allergies?  Yes  No If yes, please identify specific allergy below.  
 Medicines  Pollens  Food  Stinging Insects

Explain "Yes" answers below. Circle questions you don't know the answers to.

GENERAL QUESTIONS	Yes	No
1. Has a doctor ever denied or restricted your participation in sports for any reason?		
2. Do you have any ongoing medical conditions? If so, please identify below: <input type="checkbox"/> Asthma <input type="checkbox"/> Anemia <input type="checkbox"/> Diabetes <input type="checkbox"/> Infections Other: _____		
3. Have you ever spent the night in the hospital?		
4. Have you ever had surgery?		
HEART HEALTH QUESTIONS ABOUT YOU	Yes	No
5. Have you ever passed out or nearly passed out DURING or AFTER exercise?		
6. Have you ever had discomfort, pain, tightness, or pressure in your chest during exercise?		
7. Does your heart ever race or skip beats (irregular beats) during exercise?		
8. Has a doctor ever told you that you have any heart problems? If so, check all that apply: <input type="checkbox"/> High blood pressure <input type="checkbox"/> A heart murmur <input type="checkbox"/> High cholesterol <input type="checkbox"/> A heart infection <input type="checkbox"/> Kawasaki disease <input type="checkbox"/> Other: _____		
9. Has a doctor ever ordered a test for your heart? (For example, ECG/EKG, echocardiogram)		
10. Do you get lightheaded or feel more short of breath than expected during exercise?		
11. Have you ever had an unexplained seizure?		
12. Do you get more tired or short of breath more quickly than your friends during exercise?		
HEART HEALTH QUESTIONS ABOUT YOUR FAMILY	Yes	No
13. Has any family member or relative died of heart problems or had an unexpected or unexplained sudden death before age 50 (including drowning, unexplained car accident, or sudden infant death syndrome)?		
14. Does anyone in your family have hypertrophic cardiomyopathy, Marfan syndrome, arrhythmogenic right ventricular cardiomyopathy, long QT syndrome, short QT syndrome, Brugada syndrome, or catecholaminergic polymorphic ventricular tachycardia?		
15. Does anyone in your family have a heart problem, pacemaker, or implanted defibrillator?		
16. Has anyone in your family had unexplained fainting, unexplained seizures, or near drowning?		
BONE AND JOINT QUESTIONS	Yes	No
17. Have you ever had an injury to a bone, muscle, ligament, or tendon that caused you to miss a practice or a game?		
18. Have you ever had any broken or fractured bones or dislocated joints?		
19. Have you ever had an injury that required x-rays, MRI, CT scan, injections, therapy, a brace, a cast, or crutches?		
20. Have you ever had a stress fracture?		
21. Have you ever been told that you have or have you had an x-ray for neck instability or atlantoaxial instability? (Down syndrome or dwarfism)		
22. Do you regularly use a brace, orthotics, or other assistive device?		
23. Do you have a bone, muscle, or joint injury that bothers you?		
24. Do any of your joints become painful, swollen, feel warm, or look red?		
25. Do you have any history of juvenile arthritis or connective tissue disease?		

MEDICAL QUESTIONS	Yes	No
26. Do you cough, wheeze, or have difficulty breathing during or after exercise?		
27. Have you ever used an inhaler or taken asthma medicine?		
28. Is there anyone in your family who has asthma?		
29. Were you born without or are you missing a kidney, an eye, a testicle (males), your spleen, or any other organ?		
30. Do you have groin pain or a painful bulge or hernia in the groin area?		
31. Have you had infectious mononucleosis (mono) within the last month?		
32. Do you have any rashes, pressure sores, or other skin problems?		
33. Have you had a herpes or MRSA skin infection?		
34. Have you ever had a head injury or concussion?		
35. Have you ever had a hit or blow to the head that caused confusion, prolonged headache, or memory problems?		
36. Do you have a history of seizure disorder?		
37. Do you have headaches with exercise?		
38. Have you ever had numbness, tingling, or weakness in your arms or legs after being hit or falling?		
39. Have you ever been unable to move your arms or legs after being hit or falling?		
40. Have you ever become ill while exercising in the heat?		
41. Do you get frequent muscle cramps when exercising?		
42. Do you or someone in your family have sickle cell trait or disease?		
43. Have you had any problems with your eyes or vision?		
44. Have you had any eye injuries?		
45. Do you wear glasses or contact lenses?		
46. Do you wear protective eyewear, such as goggles or a face shield?		
47. Do you worry about your weight?		
48. Are you trying to or has anyone recommended that you gain or lose weight?		
49. Are you on a special diet or do you avoid certain types of foods?		
50. Have you ever had an eating disorder?		
51. Do you have any concerns that you would like to discuss with a doctor?		
FEMALES ONLY	Yes	No
52. Have you ever had a menstrual period?		
53. How old were you when you had your first menstrual period?		
54. How many periods have you had in the last 12 months?		

Explain "yes" answers here

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I hereby state that, to the best of my knowledge, my answers to the above questions are complete and correct.

Signature of athlete \_\_\_\_\_ Signature of parent/guardian \_\_\_\_\_ Date \_\_\_\_\_

# PREPARTICIPATION PHYSICAL EVALUATION PHYSICAL EXAMINATION FORM

Name \_\_\_\_\_ Date of birth \_\_\_\_\_

## PHYSICIAN REMINDERS

- Consider additional questions on more sensitive issues
  - Do you feel stressed out or under a lot of pressure?
  - Do you ever feel sad, hopeless, depressed, or anxious?
  - Do you feel safe at your home or residence?
  - Have you ever tried cigarettes, chewing tobacco, snuff, or dip?
  - During the past 30 days, did you use chewing tobacco, snuff, or dip?
  - Do you drink alcohol or use any other drugs?
  - Have you ever taken anabolic steroids or used any other performance supplement?
  - Have you ever taken any supplements to help you gain or lose weight or improve your performance?
  - Do you wear a seat belt, use a helmet, and use condoms?
- Consider reviewing questions on cardiovascular symptoms (questions 5–14).

EXAMINATION		
Height _____	Weight _____	<input type="checkbox"/> Male <input type="checkbox"/> Female
BP _____ / _____ ( _____ / _____ )	Pulse _____	Vision R 20/ _____ L 20/ _____ Corrected <input type="checkbox"/> Y <input type="checkbox"/> N
MEDICAL	NORMAL	ABNORMAL FINDINGS
Appearance • Marfan stigmata (kyphoscoliosis, high-arched palate, pectus excavatum, arachnodactyly, arm span > height, hyperlaxity, myopia, MVP, aortic insufficiency)		
Eyes/ears/nose/throat • Pupils equal • Hearing		
Lymph nodes		
Heart <sup>a</sup> • Murmurs (auscultation standing, supine, +/- Valsalva) • Location of point of maximal impulse (PMI)		
Pulses • Simultaneous femoral and radial pulses		
Lungs		
Abdomen		
Genitourinary (males only) <sup>b</sup>		
Skin • HSV, lesions suggestive of MRSA, tinea corporis		
Neurologic <sup>c</sup>		
MUSCULOSKELETAL		
Neck		
Back		
Shoulder/arm		
Elbow/forearm		
Wrist/hand/fingers		
Hip/thigh		
Knee		
Leg/ankle		
Foot/toes		
Functional • Duck-walk, single leg hop		

<sup>a</sup>Consider ECG, echocardiogram, and referral to cardiology for abnormal cardiac history or exam.  
<sup>b</sup>Consider GU exam if in private setting. Having third party present is recommended.  
<sup>c</sup>Consider cognitive evaluation or baseline neuropsychiatric testing if a history of significant concussion.

- Cleared for all sports without restriction
- Cleared for all sports without restriction with recommendations for further evaluation or treatment for \_\_\_\_\_
- Not cleared
- Pending further evaluation
- For any sports
- For certain sports \_\_\_\_\_
- Reason \_\_\_\_\_

Recommendations \_\_\_\_\_

I have examined the above-named student and completed the preparticipation physical evaluation. The athlete does not present apparent clinical contraindications to practice and participate in the sport(s) as outlined above. A copy of the physical exam is on record in my office and can be made available to the school at the request of the parents. If conditions arise after the athlete has been cleared for participation, the physician may rescind the clearance until the problem is resolved and the potential consequences are completely explained to the athlete (and parents/guardians).

Name of physician (print/type) \_\_\_\_\_ Date \_\_\_\_\_  
 Address \_\_\_\_\_ Phone \_\_\_\_\_  
 Signature of physician \_\_\_\_\_, MD or DO



# ■ PREPARTICIPATION PHYSICAL EVALUATION CLEARANCE FORM

Name \_\_\_\_\_ Sex  M  F Age \_\_\_\_\_ Date of birth \_\_\_\_\_

Cleared for all sports without restriction

Cleared for all sports without restriction with recommendations for further evaluation or treatment for \_\_\_\_\_  
\_\_\_\_\_

Not cleared

Pending further evaluation

For any sports

For certain sports \_\_\_\_\_

Reason \_\_\_\_\_

Recommendations \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**I have examined the above-named student and completed the preparticipation physical evaluation. The athlete does not present apparent clinical contraindications to practice and participate in the sport(s) as outlined above. A copy of the physical exam is on record in my office and can be made available to the school at the request of the parents. If conditions arise after the athlete has been cleared for participation, the physician may rescind the clearance until the problem is resolved and the potential consequences are completely explained to the athlete (and parents/guardians).**

Name of physician (print/type) \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

Signature of physician \_\_\_\_\_, MD or DO

## EMERGENCY INFORMATION

Allergies \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Other information \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Exhibit “A(2)(ii)”**

(INSERT SCHOOL NAME HERE)

Concussion Information Sheet

A concussion is a brain injury and all brain injuries are serious. They are caused by a bump, blow, or jolt to the head, or by a blow to another part of the body with the force transmitted to the head. They can range from mild to severe and can disrupt the way the brain normally works. Even though most concussions are mild, **all concussions are potentially serious and may result in complications including prolonged brain damage and death if not recognized and managed properly.** In other words, even a “ding” or a bump on the head can be serious. You can’t see a concussion and most sports concussions occur without loss of consciousness. Signs and symptoms of concussion may show up right after the injury or can take hours or days to fully appear. If your child reports any symptoms of concussion, or if you notice the symptoms or signs of concussion yourself, seek medical attention right away.

<b>Symptoms may include one or more of the following:</b>	
<ul style="list-style-type: none"><li>• Headaches</li><li>• “Pressure in head”</li><li>• Nausea or vomiting</li><li>• Neck pain</li><li>• Balance problems or dizziness</li><li>• Blurred, double, or fuzzy vision</li><li>• Sensitivity to light or noise</li><li>• Feeling sluggish or slowed down</li><li>• Feeling foggy or groggy</li><li>• Drowsiness</li><li>• Change in sleep patterns</li></ul>	<ul style="list-style-type: none"><li>• Amnesia</li><li>• “Don’t feel right”</li><li>• Fatigue or low energy</li><li>• Sadness</li><li>• Nervousness or anxiety</li><li>• Irritability</li><li>• More emotional</li><li>• Confusion</li><li>• Concentration or memory problems (forgetting game plays)</li><li>• Repeating the same question/comment</li></ul>
<b>Signs observed by teammates, parents and coaches include:</b>	
<ul style="list-style-type: none"><li>• Appears dazed</li><li>• Vacant facial expression</li><li>• Confused about assignment</li><li>• Forgets plays</li><li>• Is unsure of game, score, or opponent</li><li>• Moves clumsily or displays incoordination</li><li>• Answers questions slowly</li><li>• Slurred speech</li><li>• Shows behavior or personality changes</li><li>• Can’t recall events prior to hit</li><li>• Can’t recall events after hit</li><li>• Seizures or convulsions</li><li>• Any change in typical behavior or personality</li><li>• Loses consciousness</li></ul>	

**What can happen if my child keeps on playing with a concussion or returns to soon?**

Athletes with the signs and symptoms of concussion should be removed from play immediately. Continuing to play with the signs and symptoms of a concussion leaves the young athlete

Adapted from the CDC and the 3<sup>rd</sup> International Conference on Concussion in Sport

**(INSERT SCHOOL NAME HERE)**

**Concussion Information Sheet**

especially vulnerable to greater injury. There is an increased risk of significant damage from a concussion for a period of time after that concussion occurs, particularly if the athlete suffers another concussion before completely recovering from the first one. This can lead to prolonged recovery, or even to severe brain swelling (second impact syndrome) with devastating and even fatal consequences. It is well known that adolescent or teenage athlete will often under report symptoms of injuries. And concussions are no different. As a result, education of administrators, coaches, parents and students is the key for student-athlete’s safety.

**If you think your child has suffered a concussion**

Any athlete even suspected of suffering a concussion should be removed from the game or practice immediately. No athlete may return to activity after an apparent head injury or concussion, regardless of how mild it seems or how quickly symptoms clear, without medical clearance. Close observation of the athlete should continue for several hours. The new CIF Bylaw 313 now requires implementation of long and well-established return to play concussion guidelines that have been recommended for several years:

“A student-athlete who is suspected of sustaining a concussion or head injury in a practice or game shall be removed from competition at that time and for the remainder of the day.”

**and**

“A student-athlete who has been removed may not return to play until the athlete is evaluated by a licensed health care provider trained in the evaluation and management of concussion and received written clearance to return to play from that health care provider”.

You should also inform your child’s coach if you think that your child may have a concussion Remember its better to miss one game than miss the whole season. And when in doubt, the athlete sits out.

For current and up-to-date information on concussions you can go to:

<http://www.cdc.gov/ConcussionInYouthSports/>

_____	_____	_____
Student-athlete Name Printed	Student-athlete Signature	Date
_____	_____	_____
Parent or Legal Guardian Printed	Parent or Legal Guardian Signature	Date

**Exhibit “A(2)(iii)”**

## (INSERT SCHOOL NAME HERE)

### Información acerca de las concusiones cerebrales

Una concusión es una herida cerebral y todas las heridas cerebrales son graves. Dichas heridas son causadas por un golpe ligero, un golpe fuerte a la cabeza, un movimiento repentino de la cabeza o por un golpe fuerte a otra parte del cuerpo con fuerza que se trasmite a la cabeza. Las heridas varían entre ligeras o graves y pueden interrumpir la manera en la que el cerebro funciona. Aunque la mayoría de las concusiones cerebrales son ligeras, **todas las concusiones cerebrales tienen el potencial de ser graves y si no se reconocen y tratan correctamente podrían tener como resultado complicaciones incluyendo daño cerebral prolongado o la muerte.** Eso quiere decir que cualquier “golpecito” a la cabeza podría ser grave. Las concusiones cerebrales no son visibles y en su mayoría las concusiones cerebrales que ocurren durante los deportes no ocasionan la pérdida de conciencia. Las señales y síntomas de una concusión cerebral podrían aparecer inmediatamente después de una herida o después de horas o días. Si su hijo(a) reporta cualquier síntoma de una concusión cerebral, o si se da cuenta de los síntomas de una concusión cerebral, por favor consiga atención médica sin demora.

#### Los siguientes son algunos de los síntomas de una concusión:

- |   |   |
|---|---|
| <ul style="list-style-type: none"><li>• Dolor de cabeza</li><li>• “Presión en la cabeza”</li><li>• Náusea o vómito</li><li>• Dolor de cuello</li><li>• Problemas de equilibrio o mareos</li><li>• Visión borrosa o visión doble</li><li>• Sensibilidad a la luz o ruido</li><li>• Decaído</li><li>• Adormecido</li><li>• Mareado</li><li>• Cambios en los hábitos de dormir</li></ul> | <ul style="list-style-type: none"><li>• Amnesia</li><li>• “No se siente bien”</li><li>• Fatiga o energía baja</li><li>• Tristeza</li><li>• Nervios o ansiedad</li><li>• Irritabilidad</li><li>• Más sensible</li><li>• Confundido</li><li>• Problemas con concentración o memoria (por ejemplo: olvidar las jugadas)</li><li>• Repetir la misma pregunta o comentario</li></ul> |
|---|---|

#### Los siguientes síntomas son observados por compañeros, padres y entrenadores:

- Parece desorientado
- Tiene una expresión facial vacía
- Está confundido acerca de la tarea o actividad
- Se olvida de las jugadas
- Está confundido sobre el juego, los puntos o el oponente
- Se mueve torpemente o muestra una falta de coordinación
- Contesta las preguntas lentamente
- Arrastra las palabras
- Muestra cambios de comportamiento o personalidad
- No puede recordar los eventos que sucedieron antes de la colisión
- No puede recordar los eventos que sucedieron después de la colisión
- Ataques o convulsiones
- Cualquier cambio en el comportamiento típico o personalidad
- Pérdida de la conciencia

**(INSERT SCHOOL NAME HERE)**  
Información acerca de las concusiones cerebrales

**¿Qué puede pasar si mi hijo(a) sigue jugando con una concusión cerebral o regresa a jugar antes de que este recuperado?**

Los deportistas con señales o síntomas de una concusión cerebral deben dejar de jugar inmediatamente. Continuar jugando con las señales o síntomas de una concusión pone al deportista en riesgo de sufrir una herida más grave. La probabilidad de que se sufra daño significativo de una concusión aumenta cuando ha pasado un periodo de tiempo largo después de que sucedió la concusión, sobre todo si el deportista sufre otra concusión antes de recuperarse completamente de la primera. Eso puede traer como consecuencia una recuperación más prolongada o incluso una hinchazón cerebral (síndrome de segundo impacto) con consecuencias devastadoras o fatales. Es bien conocido que los deportistas adolescentes no reportan mucho los síntomas de sus heridas. Eso es el caso también con las concusiones cerebrales. Por lo mismo es importante que los administradores, entrenadores, padres y estudiantes estén bien informados, el cual es clave para la seguridad de los estudiantes deportistas.

**Si cree que su hijo(a) ha sufrido una concusión**

En cualquier situación donde se sospecha que un deportista tiene una concusión, es importante sacar a este estudiante del juego o entrenamiento inmediatamente. Ningún deportista puede volver a participar en la actividad después de sufrir una herida de cabeza o concusión cerebral sin el permiso de un doctor, no importa si la herida parece ser ligera o los síntomas desaparecen rápidamente. Se debe de observar cuidadosamente el mejoramiento del deportista por varias horas. El nuevo estatuto 313 de la Federación Interescolar de California (CIF por sus siglas en inglés) requiere la implementación de las siguientes normas para regresar a jugar un deporte después de sufrir una concusión, las cuales se han recomendado por muchos años:

“Cuando se sospeche que un estudiante deportista ha sufrido una concusión o herida de cabeza en un entrenamiento o juego, a este estudiante deportista se le debe sacar de la competencia en ese momento y por el resto del día”.

**Y**

“A un estudiante deportista que se le ha sacado del juego no podrá volver a jugar hasta que le evalúe un doctor licenciado con capacitación en la evaluación y manejo de las concusiones y hasta que se reciba un permiso por escrito para volver a jugar de dicho doctor”.

También debe informar al entrenador(a) de su hijo(a) si piensa que ha sufrido una concusión cerebral. Recuerde que es mejor faltar un partido que faltar toda la temporada. Si existe alguna duda de que el deportista sufrió una concusión cerebral o no, se tomará precauciones y no podrá jugar.

Si desea información actual acerca de las concusiones cerebrales por favor visiten el sitio en Internet:

<http://www.cdc.gov/ConcussionInYouthSports/>

\_\_\_\_\_  
Nombre del estudiante deportista

\_\_\_\_\_  
Firma del estudiante deportista

\_\_\_\_\_  
Fecha

\_\_\_\_\_  
Nombre del padre, madre o tutor

\_\_\_\_\_  
Firma del padre, madre o tutor

\_\_\_\_\_  
Fecha

**Exhibit “A(2)(iv)”**



# ACUTE CONCUSSION EVALUATION (ACE)

## CARE PLAN

Gerard Gioia, PhD<sup>1</sup> & Micky Collins, PhD<sup>2</sup>

<sup>1</sup>Children's National Medical Center  
<sup>2</sup>University of Pittsburgh Medical Center

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

DOB: \_\_\_\_\_ Age: \_\_\_\_\_

Date: \_\_\_\_\_ ID/MR# \_\_\_\_\_

Date of Injury: \_\_\_\_\_

You have been diagnosed with a concussion (also known as a mild traumatic brain injury). This personal plan is based on your symptoms and is designed to help speed your recovery. Your careful attention to it can also prevent further injury.

**Rest is the key.** You should not participate in any high risk activities (e.g., sports, physical education (PE), riding a bike, etc.) if you still have any of the symptoms below. It is important to limit activities that require a lot of thinking or concentration (homework, job-related activities), as this can also make your symptoms worse. If you no longer have any symptoms and believe that your concentration and thinking are back to normal, you can slowly and carefully return to your daily activities. Children and teenagers will need help from their parents, teachers, coaches, or athletic trainers to help monitor their recovery and return to activities.

Today the following symptoms are present (circle or check).

\_\_\_\_\_ No reported symptoms

Physical		Thinking	Emotional	Sleep
Headaches	Sensitivity to light	Feeling mentally foggy	Irritability	Drowsiness
Nausea	Sensitivity to noise	Problems concentrating	Sadness	Sleeping more than usual
Fatigue	Numbness/Tingling	Problems remembering	Feeling more emotional	Sleeping less than usual
Visual problems	Vomiting	Feeling more slowed down	Nervousness	Trouble falling asleep
Balance Problems	Dizziness			

**RED FLAGS: Call your doctor or go to your emergency department if you suddenly experience any of the following**

Headaches that <u>worsen</u>	Look <u>very</u> drowsy, can't be awakened	Can't <u>recognize</u> people or places	Unusual behavior change
Seizures	<u>Repeated</u> vomiting	Increasing confusion	Increasing irritability
Neck pain	Slurred speech	Weakness or numbness in arms or legs	Loss of consciousness

### Returning to Daily Activities

1. Get lots of rest. Be sure to get enough sleep at night- no late nights. Keep the same bedtime weekdays and weekends.
2. Take daytime naps or rest breaks when you feel tired or fatigued.
3. **Limit physical activity as well as activities that require a lot of thinking or concentration. These activities can make symptoms worse.**
  - Physical activity includes PE, sports practices, weight-training, running, exercising, heavy lifting, etc.
  - Thinking and concentration activities (e.g., homework, classwork load, job-related activity).
4. Drink lots of fluids and eat carbohydrates or protein to maintain appropriate blood sugar levels.
5. **As symptoms decrease, you may begin to gradually return to your daily activities. If symptoms worsen or return, lessen your activities, then try again to increase your activities gradually.**
6. During recovery, it is normal to feel frustrated and sad when you do not feel right and you can't be as active as usual.
7. Repeated evaluation of your symptoms is recommended to help guide recovery.

### Returning to School

1. If you (or your child) are still having symptoms of concussion you may need extra help to perform school-related activities. As your (or your child's) symptoms decrease during recovery, the extra help or supports can be removed gradually.
2. Inform the teacher(s), school nurse, school psychologist or counselor, and administrator(s) about your (or your child's) injury and symptoms. School personnel should be instructed to watch for:
  - Increased problems paying attention or concentrating
  - Increased problems remembering or learning new information
  - Longer time needed to complete tasks or assignments
  - Greater irritability, less able to cope with stress
  - Symptoms worsen (e.g., headache, tiredness) when doing schoolwork

~Continued on back page~

### Returning to School (Continued)

**Until you (or your child) have fully recovered, the following supports are recommended:** *(check all that apply)*

- No return to school. Return on (date) \_\_\_\_\_
- Return to school with following supports. Review on (date) \_\_\_\_\_
- Shortened day. Recommend \_\_\_ hours per day until (date) \_\_\_\_\_
- Shortened classes (i.e., rest breaks during classes). Maximum class length: \_\_\_ minutes.
- Allow extra time to complete coursework/assignments and tests.
- Lessen homework load by \_\_\_\_%. Maximum length of nightly homework: \_\_\_ minutes.
- No significant classroom or standardized testing at this time.
- Check for the return of symptoms (use symptom table on front page of this form) when doing activities that require a lot of attention or concentration.
- Take rest breaks during the day as needed.
- Request meeting of 504 or School Management Team to discuss this plan and needed supports.

### Returning to Sports

1. **You should NEVER return to play if you still have ANY symptoms** – (Be sure that you do not have any symptoms at rest and while doing any physical activity and/or activities that require a lot of thinking or concentration.)
2. Be sure that the PE teacher, coach, and/or athletic trainer are aware of your injury and symptoms.
3. It is normal to feel frustrated, sad and even angry because you cannot return to sports right away. With any injury, a full recovery will reduce the chances of getting hurt again. It is better to miss one or two games than the whole season.

**The following are recommended at the present time:**

- Do not return to PE class at this time
- Return to PE class
- Do not return to sports practices/games at this time
- Gradual** return to sports practices under the supervision of an appropriate health care provider (e.g., athletic trainer, coach, or physical education teacher).
  - Return to play should occur in **gradual steps** beginning with aerobic exercise only to increase your heart rate (e.g., stationary cycle); moving to increasing your heart rate with movement (e.g., running); then adding controlled contact if appropriate; and finally return to sports competition.
  - Pay careful attention to your symptoms and your thinking and concentration skills at each stage of activity. Move to the next level of activity only if you do not experience any symptoms at the each level. If your symptoms return, let your health care provider know, return to the first level, and restart the program gradually.

### Gradual Return to Play Plan

1. No physical activity
2. Low levels of physical activity (i.e., *symptoms do not come back during or after the activity*). This includes walking, light jogging, light stationary biking, light weightlifting (lower weight, higher reps, no bench, no squat).
3. Moderate levels of physical activity with body/head movement. This includes moderate jogging, brief running, moderate-intensity stationary biking, moderate-intensity weightlifting (reduced time and/or reduced weight from your typical routine).
4. Heavy non-contact physical activity. This includes sprinting/running, high-intensity stationary biking, regular weightlifting routine, non-contact sport-specific drills (in 3 planes of movement).
5. Full contact in controlled practice.
6. Full contact in game play.

\*Neuropsychological testing can provide valuable information to assist physicians with treatment planning, such as return to play decisions.

**This referral plan is based on today's evaluation:**

- Return to this office. Date/Time \_\_\_\_\_
- Refer to: Neurosurgery \_\_\_ Neurology \_\_\_ Sports Medicine \_\_\_ Psychiatrist \_\_\_ Other \_\_\_
- Refer for neuropsychological testing
- Other \_\_\_\_\_

**ACE Care Plan Completed by:** \_\_\_\_\_

**Exhibit “A(2)(v)”**

# Keep Their Heart in the Game

## A Sudden Cardiac Arrest Information Sheet for Athletes and Parents/Guardians

### What is sudden cardiac arrest?

Sudden cardiac arrest (SCA) is when the heart stops beating, suddenly and unexpectedly. When this happens blood stops flowing to the brain and other vital organs. SCA is NOT a heart attack. A heart attack is caused by a blockage that stops the flow of blood to the heart. SCA is a malfunction in the heart's electrical system, causing the victim to collapse. The malfunction is caused by a congenital or genetic defect in the heart's structure.

### How common is sudden cardiac arrest in the United States?

As the leading cause of death in the U.S., there are more than 300,000 cardiac arrests outside hospitals each year, with nine out of 10 resulting in death. Thousands of sudden cardiac arrests occur among youth, as it is the #2 cause of death under 25 and the #1 killer of student athletes.

### Who is at risk for sudden cardiac arrest?

SCA is more likely to occur during exercise or physical activity, so student-athletes are at greater risk. While a heart condition may have no warning signs, studies show that many young people do have symptoms but neglect to tell an adult. This may be because they are embarrassed, they do not want to jeopardize their playing time, they mistakenly think they're out of shape and need to train harder, or they simply ignore the symptoms, assuming they will "just go away." Additionally, some health history factors increase the risk of SCA.

**FAINTING**  
is the  
**#1 SYMPTOM**  
OF A HEART CONDITION

### What should you do if your student-athlete is experiencing any of these symptoms?

We need to let student-athletes know that if they experience any SCA-related symptoms it is crucial to alert an adult and get follow-up care as soon as possible with a primary care physician. If the athlete has any of the SCA risk factors, these should also be discussed with a doctor to determine if further testing is needed. Wait for your doctor's feedback before returning to play, and alert your coach, trainer and school nurse about any diagnosed conditions.

### What is an AED?

An automated external defibrillator (AED) is the only way to save a sudden cardiac arrest victim. An AED is a portable, user-friendly device that automatically diagnoses potentially life-threatening heart rhythms and delivers an electric shock to restore normal rhythm. Anyone can operate an AED, regardless of training. Simple audio direction instructs the rescuer when to press a button to deliver the shock, while other AEDs provide an automatic shock if a fatal heart rhythm is detected. A rescuer cannot accidentally hurt a victim with an AED—quick action can only help. AEDs are designed to only shock victims whose hearts need to be restored to a healthy rhythm. Check with your school for locations of on-campus AEDs.



## The Cardiac Chain of Survival

On average it takes EMS teams up to 12 minutes to arrive to a cardiac emergency. Every minute delay in attending to a sudden cardiac arrest victim decreases the chance of survival by 10%. Everyone should be prepared to take action in the first minutes of collapse.

### Early Recognition of Sudden Cardiac Arrest



Collapsed and unresponsive.  
Gasping, gurgling, snorting, moaning or labored breathing noises.  
Seizure-like activity.

### Early Access to 9-1-1



Confirm unresponsiveness.  
Call 9-1-1 and follow emergency dispatcher's instructions.  
Call any on-site Emergency Responders.

### Early CPR



Begin cardiopulmonary resuscitation (CPR) immediately. Hands-only CPR involves fast and continual two-inch chest compressions—about 100 per minute.

### Early Defibrillation



Immediately retrieve and use an automated external defibrillator (AED) as soon as possible to restore the heart to its normal rhythm. Mobile AED units have step-by-step instructions for a bystander to use in an emergency situation.

### Early Advanced Care



Emergency Medical Services (EMS) Responders begin advanced life support including additional resuscitative measures and transfer to a hospital.

# Keep Their Heart in the Game

## Recognize the Warning Signs & Risk Factors of Sudden Cardiac Arrest (SCA)

Tell Your Coach and Consult Your Doctor if These Conditions are Present in Your Student-Athlete

### Potential Indicators That SCA May Occur

- Fainting or seizure, especially during or right after exercise
- Fainting repeatedly or with excitement or startle
- Excessive shortness of breath during exercise
- Racing or fluttering heart palpitations or irregular heartbeat
- Repeated dizziness or lightheadedness
- Chest pain or discomfort with exercise
- Excessive, unexpected fatigue during or after exercise

### Factors That Increase the Risk of SCA

- Family history of known heart abnormalities or sudden death before age 50
- Specific family history of Long QT Syndrome, Brugada Syndrome, Hypertrophic Cardiomyopathy, or Arrhythmogenic Right Ventricular Dysplasia (ARVD)
- Family members with unexplained fainting, seizures, drowning or near drowning or car accidents
- Known structural heart abnormality, repaired or unrepaired
- Use of drugs, such as cocaine, inhalants, "recreational" drugs, excessive energy drinks or performance-enhancing supplements

### What is CIF doing to help protect student-athletes?

CIF amended its bylaws to include language that adds SCA training to coach certification and practice and game protocol that empowers coaches to remove from play a student-athlete who exhibits fainting—the number one warning sign of a potential heart condition. A student-athlete who has been removed from play after displaying signs or symptoms associated with SCA may not return to play until he or she is evaluated and cleared by a licensed health care provider. Parents, guardians and caregivers are urged to dialogue with student-athletes about their heart health and everyone associated with high school sports should be familiar with the cardiac chain of survival so they are prepared in the event of a cardiac emergency.

I have reviewed and understand the symptoms and warning signs of SCA and the new CIF protocol to incorporate SCA prevention strategies into my student's sports program.

STUDENT-ATHLETE SIGNATURE

PRINT STUDENT-ATHLETE'S NAME

DATE

PARENT/GUARDIAN SIGNATURE

PRINT PARENT/GUARDIAN'S NAME

DATE

For more information about Sudden Cardiac Arrest visit

California Interscholastic Federation  
<http://www.cifstate.org>

Eric Paredes Save A Life Foundation  
<http://www.epsavealife.org>

CardiacWise (20-minute training video)  
<http://www.sportsafetyinternational.org>



**Exhibit “A(2)(vi)”**



[www.cifstate.org](http://www.cifstate.org)

# California Interscholastic Federation

## SPORTS MEDICINE ALERT

*Prepared by the State CIF Sports Medicine Committee  
for distribution to Coaches, Athletic Directors and Administrators*

### MRSA

MRSA (methicillin-resistant staph aureus) is a type of staph infection that is resistant to many common antibiotics and, in cases where treatment is needed, can be very difficult to treat. Staph bacteria are one of the most common causes of skin infections in the United States. Most of these skin infections are minor (such as pimples and boils) and can be treated without antibiotics, but occasionally serious infections require treatment. In the last few years, there have been a number of cases where these bacteria have spread among members of sports teams. Recently, this issue is making headlines as MRSA can have serious and deadly ramifications if not dealt with immediately.

### WARNING SIGNS

**It is common for athletes to have pimples, cuts and abrasions on their skin. Coaches must be aware of the signs and symptoms that their student-athletes may exhibit.**

- **Unusual or increasing pain and/or warmth**
- **The presence of pus or a pustule**
- **Induration (hardness)**
- **Increasing swelling, size or redness of the wound**
- **Red streaks around the wound**
- **Fever and/or chills (flu-like symptoms)**



**If you have any of these signs  
or symptoms, seek medical  
attention immediately.**

# Preventing MRSA

## *Precautions that coaches should take for preventing the spread of MRSA*

- **Insist that your athletes shower with soap as soon as possible after practices and competitions. If MRSA bacteria are present on your skin, you can wash them away before they have a chance to cause infection.**
- **Ensure that athletes do not share equipment, clothing, towels and other personal items. Implement a NO-SHARING rule if you have not done so already.**
- **Whether your athletic department launders practice and game uniforms or athletes do it themselves, implement a policy that uniforms (practice and game) get washed after EACH use.**
- **Ensure that all wounds, cuts and abrasions are covered to help prevent infection, especially during practice and competition.**
- **Equipment MUST be stored in clean, dry areas. A dark, moist, warm environment (lockers) is perfect for bacteria growth.**
- **Clean and disinfect daily, surfaces that are touched on a regular basis. This includes benches, training room tables, weight room equipment and benches.**
- **Wrestling mats MUST be cleaned DAILY before and after use. This would include use by physical education classes.**
- **Research is inconclusive on whether athletic fields can harbor MRSA bacteria. Since some studies have shown that the possibility exists, there are companies that offer antimicrobial treatments for athletic fields.**



*For more information go to [www.cifstate.org](http://www.cifstate.org) and click on the “Health and Safety” box at the top of the page. Open the Sports Medicine Handbook and refer to page 44 for practical health hygiene policies and recommendations.*



# What to do about MRSA in School Athletic Programs



## Infection Control Policies and Procedures Checklist

Please review the policies and procedures below. Use this tool to help determine which policies/procedures you already have, if they are being followed, and which policies and procedures you need to put in place. This check list is meant to serve as a guideline on reasonable methods of protecting the health and welfare of student athletes. These guidelines are not meant to provide a “standard of care” and are not meant to supersede medical or administrative judgment decisions that must frequently be made on the scene by appropriate individuals.	Policy/Procedures		
	<u>Exist</u> (x)	<u>Follow</u> (x)	<u>Needed</u> (x)
<b>General</b>			
All hard environmental surfaces that may come in contact with body fluids are cleaned and sanitized daily with EPA-approved disinfectant (if area in use).			
All floor and wall padding in athletic area(s) are washed daily, if athletic area is used.			
Separate mop heads/ buckets are used for each activity area, locker rooms and rest rooms. Mop heads and buckets are cleaned regularly. (Washable micro-fiber heads or disposable mop cloths are preferred.)			
Towels/ linens laundered on premises are washed at a minimum of 160 F and dried in a hot dryer.			
<i>Notes:</i>			
<b>Wrestling Room and Mats</b>			
Wall padding, benches and door knobs are wiped-down with quaternary ammonium (quat) or 1:100 bleach solution after each practice and meet.			
Floors are cleaned before and after any moveable mats are used.			
Mat surfaces with <i>small</i> holes or tears are repaired with mat tape. When mat sides are in poor condition, mats are taped together for meets <i>and</i> for practice.			
Mat surfaces are replaced promptly when there are <i>large</i> holes or surfaces are excessively worn.			
Both sides of mats are thoroughly cleaned before and after each use for practices and meets.			
A separate mop head/ bucket is used specifically for cleaning mats; mop heads and buckets are washed regularly.			
<i>Notes:</i>			
<b>Weight Room</b>			
Weight machine padding is inspected regularly, and promptly replaced if punctured or torn.			
Grip areas on weight bars, dumbbells and machines are not taped.			
Grip areas on weight bars, dumbbells, and machines, and lift belts are wiped down daily.			
Wall dispensers of hand gel ( $\geq$ 60% alcohol) are placed at each entry/exit. Athletes and coaches are instructed to use when entering/leaving room-minimum use, may use more often.			
Floors, benches, supports, pads, light switches and door knobs are cleaned daily (when room in use).			
<i>Notes:</i>			

<b>Locker Rooms/Shower Rooms</b>			
Wall dispensers for liquid soap are located next to showers.			
All shower and locker room areas are cleaned daily (if used).			
All floor and walls in athletic area(s) are washed daily, if athletic area is used.			
All benches are washed daily, if used.			
<i>Notes:</i>			

**Exhibit “A(2)(vii)”**



www.cifstate.org

# California Interscholastic Federation

## SPORTS MEDICINE ALERT

*Prepared by the State CIF Sports Medicine Committee  
for distribution to Student-Athletes, Coaches and Parents*

### MRSA

MRSA (methicillin-resistant staph aureus) is a type of staph infection that is resistant to many common antibiotics and, in cases where treatment is needed, can be very difficult to treat. Staph bacteria are one of the most common causes of skin infections in the United States. Most of these skin infections are minor (such as pimples and boils) and can be treated without antibiotics, but occasionally serious infections require treatment. In the last few years, there have been a number of cases where these bacteria have spread among members of sports teams. Recently, this issue is making headlines as MRSA can have serious and deadly ramifications if not dealt with immediately.

### WARNING SIGNS

It is common for athletes to have pimples, cuts and abrasions on their skin. Here are a few warning signs to look for and ask about when deciding whether a wound requires medical attention.

- Unusual or increasing pain and/or warmth
- The presence of pus or a pustule
- Induration (hardness)
- Increasing swelling, size or redness of the wound
- Red streaks around the wound
- Fever and/or chills (flu-like symptoms)

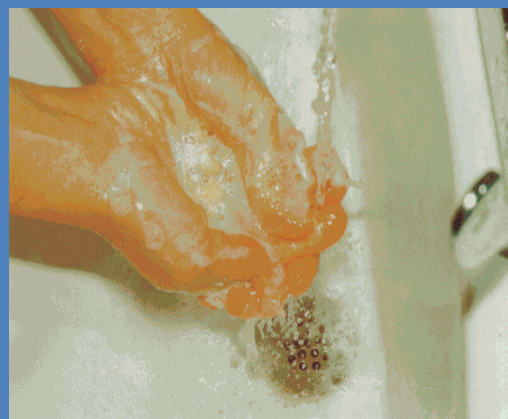
**If you have any of these signs or symptoms, seek medical attention immediately.**



## Preventing MRSA

*Here are some precautions for preventing the spread of MRSA*

- Shower with soap as soon as possible after practices and competitions. If MRSA bacteria are present on your skin, you can wash them away before they have a chance to cause infection.
- Don't share towels, razors, soap or other personal items.
- Cover all wounds to help prevent infection, especially during practice and competition. If a bandage or wrapping falls off, replace it immediately.
- Get every skin wound, no matter how minor checked out by you coach, athletic trainer, parent/guardian or team physician.
- Dry out your equipment and padding after each use. Wash your clothes daily.
- Do not store uniforms and equipment in a dark, moist, warm environment. Keep your locker clean and dry.
- Wash your hands often. Frequent hand washing with soap for at least 15 seconds is one of the best ways to prevent MRSA.



*For more information go to [www.cifstate.org](http://www.cifstate.org) and click on the 'Health and Safety' box at the top of the page. Open the Sports Medicine Handbook and refer to page 44 for practical health hygiene policies and recommendations.*

**Exhibit “A(2)(viii)”**



# CIF Mandatory Steroid Policy



SCHOOL NAME/LOGO HERE or remove CCS logo above and add school logo there

“As a condition of membership in the CIF, all member school shall adopt policies prohibiting the use and abuse of androgenic/anabolic steroids. All member school shall have participating student-athletes and their parents, legal guardian/caregiver agree that the athlete will not use steroids without the written prescription of a fully-licensed physical (as recognized by the AMA) to treat a medical condition.” (CIF Bylaw 503.1)

**Our School Policy:**

(insert your school policy here) The text box can be expanded to accommodate your entire school policy or insert the reference to where students/parents may find your policy)

**PLEASE COMPLETE THIS FORM AND RETURN TO \_\_\_\_\_  
NO LATER THAN \_\_\_\_\_**

**Print Name of Student-Athlete:**

By signing below, both the participating student-athlete and the parents, legal guardians/caregiver hereby agree that the student-athlete named herein, shall not use androgenic/anabolic steroids without the written prescription of a fully-licensed physician (as recognized by the AMA) to treat a medical condition. We also recognize that under CIF bylaw 202, there could be penalties for false or fraudulent information. We also understand that the \_\_\_\_\_ (name of school) policy regarding the use of illegal drugs will be enforced for any violations of these rules.

\_\_\_\_\_  
*Signature of Student-Athlete named above*

\_\_\_\_\_  
*Date signed*

\_\_\_\_\_  
Print or type name of Parent/Guardian/Caregiver signing below

\_\_\_\_\_  
Relationship to student

\_\_\_\_\_  
Signature of Parent/Guardian/Caregiver

\_\_\_\_\_  
*Date signed*

**Exhibit “A(2)(ix)”**



# **EVENT EMERGENCY GUIDELINES**

**CALIFORNIA INTERSCHOLASTIC  
FEDERATION**

**MARCH, 2013**

# Purpose

These Event Emergency Guidelines have been developed to work in conjunction with school site and school district safety plans, where applicable. These Guidelines are general in nature and the manner in which they are implemented must depend on the sound judgment of the coach or school administrator at the scene who will be making quick assessments. By their nature, disasters and emergencies are unique events and a decision maker's response to them will almost always involve at least some improvisation.

The Guidelines are divided into two sections. The first section consists of Guidelines to lower the risk of violence or disruptions to an athletic event. The second section addresses responses to specific threats that occur during an athletic event.

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## **GENERAL REMINDERS**

### **WHEN INVESTIGATING ANY ACCIDENTS OR UNUSUAL INCIDENTS, PLEASE REMEMBER TO:**

1. Note date and time of incident
2. Note the names and badge numbers of officers responding to incident.
3. Get signed witness statements noting name, address, phone numbers(s) and date of birth.
4. Note **ALL** individuals involved and conduct a full investigation, documenting all information in writing.
5. File all required forms in a timely manner with the event coordinator.

## **PART I: PLANNING TO AVOID VIOLENCE AND DISRUPTIVE INCIDENTS AT ATHLETIC EVENTS**

**GENERAL CONSIDERATIONS:** Often the hostility of a crowd is the reflection of hostility between coaches or as a result of coaches' actions. In addition, a crowd, or individuals within the crowd, faced with disorganized, confused events, are more prone to become hostile. The following recommendations have the primary goal to prevent or decrease hostility between schools and guide schools to more efficiently conduct events.

### **A. RESPONSIBILITIES OF HOME TEAM**

The coaching staff and administrators of both teams have significant responsibilities and opportunities to reduce the risk of violence and unsafe conditions at athletic events. However, the Home team staff have more responsibilities because they have more control and knowledge about conditions at their sporting facility. The implementation of the Guidelines listed below will depend on a range of factors, including the history of competition between the schools, the layout and location of the athletic facility, the time of the event and the anticipated number of spectators.

1. Pre-Event Planning: Develop an operational plan for each event. Contact the visiting school as early as possible to discuss the game, including prior and existing school/community problems. Under appropriate conditions, schedule a pre-game meeting to address these issues. Provide the visiting team with directions and instructions regarding the safest routes, parking, seating, dismissal from bleachers and the loading, and unloading of buses and automobiles.
2. Staff Planning: Provide specific instructions to teachers, staff members and volunteers supervising the game. Staff should be readily identifiable. Prevention, not apprehension after trouble commences, should be emphasized.
3. Visiting Team Arrival: Have parking areas well-lighted. Arrange, where possible, on-site parking of visitors' automobiles and buses. Supervise the area and path between the visitors' team bus and the facility entrance. The route of the visiting team to the locker room or their section of the field should not be directly in front of the Home team section.
4. Referees: Referees and umpires should emphasize the importance of keeping the game under control. Give payment to officials before the game. Provide them with an escort both entering the field and exiting the field
5. Scoreboard: Have properly trained adult scorers and timers for officials at games.
6. Game Announcer: The game should be reported without showing overt favoritism to teams or players. Proper language should be used at all times. Announcers can show enthusiasm without losing control. Under no circumstances should the officials' decisions be criticized, directly or indirectly.

7. Concession Stands: Where appropriate, separate concession stands should be employed, one for visitors and one for the home crowd. This rule should also apply to restrooms.

8. Conduct of Game: Provide for supervision of spectators during halftime. Efforts should be made to direct the crowd, keep spectators off the field, and keep the under-the stand area clear.

9. Disruptive Individuals: If a disruptive individual will not take direction, that person should be promptly removed. Noisemakers and drunkenness should not be permitted and, if found, addressed quickly.

10. Area outside of Venue: Areas immediately outside of the venue should be kept clear of unassociated persons.

11. Exiting the Venue: Arrange for supervision to continue until students have left the area, including the team bus.

## **B. GUIDELINES FOR VISITING TEAMS**

1. Contact the administrators of the Home Team to establish routes, parking information, entering and exit gates.
2. Have adequate faculty and administrative presence at the game.
3. Provide students information about parking, entrance, seating and exiting.
4. Check on the amount of time allotted for halftime activities and strictly adhere to those time limits.

## **C. GUIDELINES FOR BOTH TEAMS**

1. Players should refrain from showing surprise or irritation at a call by an official.
2. "Playing to the crowd" can cause trouble- particularly in basketball, where the players' facial expressions are clearly visible to the bench and stands. Players should not communicate with spectators.
3. Players on the bench should not heckle the opposing team.
4. Unsportsmanlike gesturing or the harassment of individual players should be avoided.

## **PART II: SPECIFIC THREATS**

### **A. INJURIES AND MEDICAL EMERGENCIES**

Call 911. If you are alone, call 911 first and then return to the victim. Stay on the line until the 911 operator gives you permission to hang up the phone. Tell the operator exactly which entrance to use to your facility/site and exactly where you are located in the facility/site.

1. Lend any assistance to the victim that you are able and qualified to do. Do not move the victim if there is a chance of back or neck injury.
2. Make sure that someone is at the entrance to meet the emergency vehicle and escort the rescue personnel to the victim.
3. Contact your immediate supervisor.
4. Provide as much information to the rescue personnel that you can regarding the onset of the illness or injury.
5. If the medical emergency is caused by accidental injury, interview witnesses and get as much information as possible.
6. Contact the parents/guardians immediately.
7. Complete the incident report form and forward it to your immediate supervisor.

### **B. FIRE**

1. Call Fire Department.
2. If fire is small in nature, extinguish it with a fire extinguisher.
3. If fire is large in nature or uncontrollable, pull the fire alarm, call 911 and immediately evacuate the building of all students and staff according to your pre-determined crisis plan. Close all doors and windows behind you, but do not lock them.
4. Do not touch anything on your way out.
5. Do not use the elevators.
6. If you smell something burning, immediately notify the site directors who will notify on-site engineering personnel to investigate.
7. Contact your immediate supervisor.
8. Complete the incident report form and forward it to your immediate supervisor.

### **C. EARTHQUAKE:**

#### **(A) Indoor Event: Basic Rule is Drop, Cover, Hold and Wait**

1. At the first indication of ground movement, you should drop to the ground. It may soon be impossible to stand upright during the earthquake. Getting to the ground will prevent you from being thrown to the ground and will allow you to assist your team and spectators more quickly.

2. If you are in grandstand, grab hold of seats, railing or other fixture. Move away from the side of the grandstands
3. If you are in an open area, such as a basketball court or swimming pool area, move to the area in front of an interior wall, especially interior corners, kneel and clasp your hand behind your neck.
4. Protect your eyes from flying glass and debris with your arm covering your eyes.
5. After ground movement ends, check for injuries and safely evacuate the building after counting to at least 60. (Many aftershocks occur in the first 60 seconds after the main quake).
6. Please note: It is intuitive and natural for individuals to flee the scene of an earthquake, because flight is a reasonable response to other types of disaster such as fire. This generalized flight response is generally unsafe in the context of an earthquake. California School buildings are built to exacting earthquake standards, otherwise known as the Field Act. As a general proposition the safest place to be on a school site during an earthquake is inside a school building. Most injuries occur when people move to different locations or move to another place in the building.
7. To the extent possible, quiet the crowd to control panic. It is often the case that most injuries during an earthquake do not occur from a structural failure of a building but injuries sustained by person exiting the building, who are struck from falling glass, debris and architectural or lighting elements. (It is a unfortunate fact that architectural elements and lighting fixtures are not inspected to the same level of scrutiny as structural elements.) The area of significant danger is in the "fall zone", the 10 to 20 wide perimeter of a building where objects can fall and strike those below. If possible send someone to "scout" this perimeter around the exit before the general evacuation commences.
8. Move to a safe, open area, away from power lines and other overhead hazards.

## **B. Outside Event: DROP AND COVER AND STAY OUTSIDE**

1. Assess where you are. If you are near overhead lines, trees or buildings, move way form them. If they are not near you, drop to the ground and cover the back of your neck with your hands.
2. Do not enter any buildings until it is determined safe to do so.

## **C. Traveling to a School Event: STOP SAFELY**

1. Pull the Bus or vehicle to the side of the road and stop, unless the conditions found in 2 below, apply.
2. If the bus or vehicle is on a bridge, overpass, or under power lines, continue until these dangers are cleared.



3. Wait until the ground movement stops, then check for injuries. Be aware of aftershocks, downed wires or roads blocked by debris. Check radio for emergency broadcast. Even if road is apparently safe, proceed slowly.

#### **D. SEVERE WEATHER**

1. If the tornado sirens are sounded, immediately proceed to the designated shelter area in your building.
2. If inside, stay away from glass windows and doors and the perimeter of the building. Sit as near to the wall as you can get.
3. If you are inside, do not use the phones during an electrical storm.
4. If the building is moving, assume the duck and cover position with your head between your knees and your hands locked over your head.
5. If severe weather occurs while you are outside with students, immediately seek shelter in a building. If none is available, keep students away from trees if you are in an electrical storm. If a tornado is threatening, go to the lowest area of land and lie down.
6. Keep students as calm as possible and speak in reassuring tones.
7. Contact your immediate supervisor.
8. Complete the incident report form and forward it to your immediate supervisor.

#### **E. SHOTS FIRED: RUN, HIDE AND FIGHT IF NECESSARY**

**GENERAL CONSIDERATIONS: Most mass shooting incidents are over within 10-15 minutes. Your plan for safety should be designed for the short duration survival of you and those around you. Your main challenge is to quickly process the fact that you in such an incident and to not freeze in place. A flawed plan for escape is better than no plan at all.**

##### **A. Outside Event**

1. During the initial firing, immediately lie on the ground.
2. Immediately assess, to the extent you can, the nature of the threat.
3. If the shooter is in your vicinity, run and encourage others to run.
4. If you are in an open area, run in a zigzag pattern, bending over as much as you can.
5. Keep others from entering into the area.
6. Seek shelter if you cannot outrun the shooter. Any feature that can be used to block gun fire should be considered, including walls, planters or trees.
7. Call 911 as soon as safety permits.
8. As soon as possible, evacuate patrons to a safe area, preferably into a building.
9. Remain calm and as observant as possible. Be ready to describe the shooter, the weapon, a vehicle tag number, etc. to police when they arrive.
10. Be ready to describe the situation and request medical aid if necessary.
11. **Do not confront the shooter unless the circumstances present no other option:** In most cases, the shooter will leave after the initial assault.

12. After shots are no longer being fired, check for injuries.
13. Contact your immediate supervisor.
14. Contact parents/guardian.
15. Complete the incident report form and forward it to your immediate supervisor.

## **B. Inside a Building**

1. Tell everyone to get on the floor or behind furniture and remain quiet. Activate crisis procedure plan.
2. If you are in a confined area, such as a locker room, lock the doors and, if possible, move out of view of windows. Blockade locked doors as best you can.
3. If you are confined indoors, turn out the lights and mute your cell phone.
4. Call 911. Be ready to describe the situation and request medical aid if necessary.
5. Remain calm and as observant as possible – be ready to describe the shooter and the weapon to police when they arrive.
6. **Do not confront the shooter unless the circumstances present no other option:** In most cases, the shooter will leave after the initial assault.
7. After shots are no longer being fired, check students for injuries.
8. Keep students calm and wait for assistance to arrive.
9. If shooter has left the building, do not permit anyone to enter until assistance arrives.
10. Contact your immediate supervisor.
11. Contact parents/guardians immediately.
12. Complete the incident report form and forward it to your immediate supervisor.

## **C. Fight Option**

1. If you cannot escape or hide, and lives remain at stake, fight the intruder
2. The goal is to incapacitate the shooter.
3. Use extreme aggressiveness and improvise your weapons, including fire extinguishers, and chairs.

## **F. WEAPONS WITHOUT SHOOTING**

### **A. Suspected Weapon On The Premises**

1. Call 911.
2. **Do not confront the individual.**
3. Try to keep patrons away from the area until police arrive. If this is not possible, observe the suspect from a reasonable distance until police do arrive. Activate lock down procedures if necessary.
4. If the suspect leaves the premises, try to watch and determine the direction. Be ready to give police as complete a description as possible including vehicle tag number.
5. Contact your immediate supervisor.

6. Complete the incident report form and forward it to your immediate supervisor.

### **B. Observed Weapon On The Premises**

1. Seek assistance from another staff member or supervising adult in reporting the incident.
2. Discreetly call 911 if the suspect is not present.
3. Provide a physical and clothing description and the last known direction of travel of the individual.
4. **IN ALL CASES – USE EXTREME CAUTION. DO NOT CONFRONT THE SUSPECT.**

### **G. SUSPICIOUS BEHAVIOR**

1. Approach the individual and ask if you can help.
2. If the individual does not appear to have legitimate business on the premises, ask the person to leave.
3. If the individual does not leave and/ or the suspicious behavior continues, call 911.
4. Contact your immediate supervisor.
5. Continue to observe the individual until police arrive.
6. Be ready to give police as complete a description of the behavior as possible.
7. Do not become involved in a confrontation with the individual.
8. If the behavior seems potentially threatening to your students, remove them to a safer area.
9. Complete the incident report form and forward it to your immediate supervisor.

### **H. CHILD ABUSE**

1. Immediately record the suspected child abuse/neglect in daily log.
2. All staff are mandatory reporters and must report the suspected child abuse/neglect to law enforcement (including a school police department) on the day that it is observed and recorded and no later than 72 hours after the reasonable suspicion is formed.
3. Program Director must contact the Child Welfare Organization for parents/guardians, when appropriate, about observed abuse or neglect within 24 hours of the observation.
4. Staff must record all observations, phone calls and contacts made.
5. If immediate help is required, call Police Department or 911.
6. Contact your immediate supervisor.
7. Complete the incident report form and forward it to your immediate supervisor.  
(Remember: All information about children and families is **confidential**)

### **Definitions Of Child Abuse:**

1. **Physical Abuse** – any injuries from shaking, beating, striking, burning. Any suspected sexual abuse.
2. **Physical Neglect** – failure to provide basic necessities such as food, clothing, shelter, medical attention or proper supervisor

#### **I. PERSONNEL HARASSMENT**

1. Remain Calm.
2. Do not respond to the person in a confrontational manner
3. Involve your direct supervisor.
4. Ask and allow person to explain situation.
5. Listen and show concern.
6. If situation remains confrontational, ask the person to leave.
7. If you feel that you are in danger, call 911.
8. Complete the incident report form and forward it to your immediate supervisor.

#### **J. POWER OUTAGE**

1. Remain calm.
2. If participants are in danger, stop activity and move them to a safe place.
3. Contact your immediate supervisor. Notify the on-site maintenance staff.
4. Ask site personnel for available flashlight.
5. Complete the incident report form and forward it to your immediate supervisor.

#### **K. MISSING CHILD**

1. Remain calm.
2. Inform your immediate supervisor and all staff members that the child is missing and direct staff and participants to meet in an assigned area or room. (Pre-determined procedures should be in place for the remainder of the program hours.)
3. Previously designated staff should stay with participants while the remaining staff search the building. Check all inside spaces of the building and conduct a thorough search of the grounds.
4. Notify the police at 911.
5. Notify the parent/guardian. Ask questions of the parent such as:
  - Does s/he know how to ride the bus?
  - Does s/he have any money?
  - Are there any places in the area that the child is familiar with such as a playground or picnic area?
  - Are there any relatives or friends in the area where the child would be likely to go?

6. Gather all vitals – Picture or description, registrations/applications and clothes child was wearing. The police will need this information to assist in finding the child as quickly as possible.
7. If you or your staff assists in the search, ask neighbors for help. Many people are able and willing to do whatever it takes to help find a missing child.
8. Complete the incident report form and forward it to your immediate supervisor.

#### **L. ABDUCTION**

1. **Remain Calm**
2. Call 911.
3. Report abduction, or attempted abduction to your immediate supervisor.
4. Note the person's appearance and any other information about him or her (voice, clothing, vehicle type, license plate number, etc.) that might be helpful to police.
5. If the person is seen taking the child into an automobile, note the color and make of automobile and attempt to memorize the license plate or at least a portion of it. Note the direction or street the automobile is traveling.
6. Treat custody dispute problems as a possible child abduction.

#### **M. CONTROLLED SUBSTANCE (Drugs/Alcohol)**

1. Be ready to provide as complete a description of the suspect as possible.
2. Call 911. Give 911 operator as complete a description of the suspect, the behavior, the type of controlled substance, if known, and vehicle tag number.
3. **Do not approach the suspect.**
4. If suspect leaves before police arrive, note the direction, type of vehicle, etc. Do not attempt to follow the suspect.
5. Call your immediate supervisor.
6. Complete the incident report form and forward it to your immediate supervisor.

#### **N. SEXUAL HARASSMENT**

1. If a student reports to you that s/he has been approached in an inappropriate fashion by another person, take the student to a private area with another staff member for an interview. **All allegations** of sexual harassment, regardless of the nature, must be investigated.
2. Determine by questioning, as gently as possible, exactly what happened. Ask the victim questions like:
  - What did the person say?
  - What did the person do that made you feel uncomfortable?

- When did this happen?
  - How long has this been going on?
3. Inform the parents/guardians immediately of the alleged sexual harassment.
  4. Interview the alleged aggressor. If a patron, proceed with the questioning. If an employee, wait for your supervisor to arrive to conduct the interview.
  5. *If allegations of **physical touching**, CALL POLICE and your immediate supervisor. **Sexual Assault Procedures** should be initiated (see page 12).*

## **O. SEXUAL ASSAULT**

1. Isolate and secure the victim and the assault area.
2. Call 911.
3. Do not leave the victim alone. Ensure the victim is in a safe place, and assist in making them comfortable.
4. Remain calm and reassure patrons that all possible actions are being taken to care for the injured person and to protect others.

### **Note: For Sexual Assaults:**

1. Notify supervisor.
2. Attempt to dissuade the victim from washing, cleaning up or use of the restroom if possible.
3. Provide the victim with privacy.
4. Secure the crime scene. Protect any potential evidence.
5. **DO NOT USE THE VICTIM'S NAME** on two-way radios or release the victim's identity to anyone other than the lead administrator or law enforcement officials.
6. Remember that sexual assaults are very serious crimes. Do not attempt to conduct an investigation, question victims, witnesses or suspects and do not disturb any potential physical evidence.
7. Assist law enforcement officials as requested.
8. Complete the incident report form and forward it to your immediate supervisor.

## **P. TACTICAL SITUATION**

1. If inside, take all participants to a central area. Keep away from windows and doors and secure all entry doors.
2. If outside and time permits take all participants to an indoor central location.
3. Call your supervisor immediately – they will determine who to contact.
4. Call parents/guardian to inform them of the situation.
5. Do not release anyone until the police say it is safe to do so.

6. Do not release any information to the media. Let the police or a public relations representative have that responsibility.
7. Complete the incident report form and forward it to your immediate supervisor.

## **Q. BOMB THREATS**

### **ALL BOMB THREATS MUST BE TAKEN SERIOUSLY**

1. Remain calm. Keep your voice steady. Do not alarm the caller.
2. DO NOT try to transfer the call. Don't risk losing the call.
3. Record call if possible.
4. Treat the call like any normal order of business. You need to act quickly to get information. **ASK.....**
  - **WHEN** will the device explode?
  - **WHERE** is the device?
  - **WHAT** kind of device is it?
  - **WHAT** does it look like?
  - **WHY** did you place the device?
  - **WHO** are you?
5. Try to keep the caller on the line as long as possible. Take notes while you are talking. Attempt to note.....
  - Time of call
  - Exact words of caller
  - Male or female sounding voice
  - Is there a detectable accent
  - Voice tone, pitch, meter
  - Speech skills, inflections
  - Is the voice familiar
  - Background noise
  - Time the call is terminated
6. CALL 911 immediately. Answer all questions asked of you. Follow any instructions give by the 911 operator.
  - **DO NOT TOUCH SUSPICIOUS OBJECTS.**
  - **DO NOT USE TWO –WAY RADIOS, CORDLESS PHONES, OR ANYTHING ELSE.**
  - **DO NOT TURN ANYTHING ON OR OFF – ESPECIALLY LIGHTS**
7. Contact your immediate supervisor
8. Complete an incident report form and forward it to your immediate supervisor.

DO NOT tell anyone about the Bomb Threat. Trained law enforcement officials will provide instructions.

**For Those Individuals Aware Of The Bomb Threat:**

**DO NOT PANIC.** Wait for direction. You may hear the fire alarm sound. It is common to initiate a fire drill in these situations to encourage an orderly exit. The goal is to avoid panic. Mass panic has the potential to result in disaster, including serious injury and /or death.



**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #15-31**

**COMPENSATION**

- I. The total compensation for the Primary Services, including reimbursement for actual expenses, shall not exceed Two Million Dollars (\$2,000,000.00) through reimbursement for supplemental and/or universal ASES funded grant activities as outlined in Exhibit A-0.
- II. The total compensation for the Additional Services including reimbursement for actual expenses, shall not exceed One Hundred Thirty Thousand Dollars (\$130,000.00) through reimbursement for supplemental and/or universal ASES funded grant activities as outlined in Exhibit A-0; provided, however, that if Consultant renders any Additional Services without District's prior written authorization, District shall not be obligated to pay for such services.
- II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed Thirty-Five Dollars (\$35.00) per hour without written authorization from the District Superintendent or his designee.
- III. Within the grant amount, the District will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:
  - A. Monthly expenditure report by school.
  - B. Certification that all employees, agents and contractors that will have contact with students and for whom a certificate has not been previously provided have been properly fingerprinted and TB tested.
  - C. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
  - D. Line items for all supplies properly charged to the Services.
  - E. Line items for all travel properly charged to the Services.
  - F. Line items for all equipment properly charged to the Services.
  - G. Line items for all materials properly charged to the Services.
  - H. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #15-31**

**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) in the 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:

- a. owned, non-owned and hired vehicles;
- b. blanket contractual;
- c. broad form property damage;
- d. products/completed operations; and
- e. 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:

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 Agreement, certificates of insurance or evidence of self-insurance coverage necessary to satisfy District that the insurance provisions of this Agreement 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 #15-31

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #15-31**

**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).

Consultants 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, **CITY OF OXNARD**, who will provide Services under the Agreement,  is  is not subject to disclosure obligations.

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

By: \_\_\_\_\_

Lisa A. Franz  
Director, Purchasing

## **BOARD AGENDA ITEM**

Name of Contributor: Lisa Cline

Date of Meeting: 6/24/15

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

### **REQUEST FOR APPROVAL OF AGREEMENT #15-32 WITH VENTURA COUNTY OFFICE OF EDUCATION FOR USE OF FACILITIES AT RITCHEN SCHOOL (Cline/Franz)**

Prior to the 2007-08 fiscal year, the Administration received a request from the Ventura County Superintendent of Schools Office for the use of one classroom and set of restrooms at Cesar Chavez School to be used for County Special Education Programs. VCOE paid OSD \$8,000.00 annually for the use of said facilities.

Effective the 2014-15 fiscal year, the program was relocated to Ritchen School. The facilities used by VCOE are one classroom and one co-ed ADA compliant restroom. There is no change to the annual cost to VCOE.

Renewal agreement #15-32 for the 2015-16 fiscal year is presented herewith for the Board's consideration.

#### **FISCAL IMPACT**

\$8,000.00 annually to be paid to OSD.

#### **RECOMMENDATION**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Purchasing that the Board of Trustees approve agreement #15-32 with VCOE as outlined above.

#### **ADDITIONAL MATERIAL**

Attached: Agreement #15-32 (1 page)

AGREEMENT FOR USE OF FACILITIES  
BETWEEN  
OXNARD SCHOOL DISTRICT  
AND  
VENTURA COUNTY OFFICE OF EDUCATION

The **Ventura County Office of Education**, hereinafter referred to as **VCOE**, and the **Oxnard School District**, hereinafter referred to as **OSD**, mutually agree as follows:

1. The OSD shall provide the VCOE with the use of one (1) classroom and one (1) co-ed restroom at **Emilie Ritche School**, including furniture and storage in the areas designated by the OSD, to be used for County Special Education Programs. VCOE activities shall not interfere with the normal or extra curricular operations of the OSD. The VCOE program may, however, coordinate its activities with those of the Emilie Ritche School programs.
2. The VCOE will pay the OSD **Eight Thousand Dollars (\$8,000.00)** for the use of the facilities described above for the 2015-2016 fiscal year.
3. The OSD shall provide all janitorial services, supplies, and proper containers for collection of all trash and rubbish material.
4. The VCOE shall be responsible for damages to OSD property, wear and tear excepted, and shall maintain facilities in a neat and orderly manner. The VCOE will be responsible for the care and custody of its personal property.
5. The VCOE shall not erect or display or permit to be erected or displayed on the premises any sign or advertising matter without the prior written consent of the OSD, which consent shall not be unreasonably withheld.
6. To the extent allowed by law, the VCOE and the OSD shall each indemnify, save harmless, and defend the other from any claims, actions, or liability arising from errors, omissions, or negligence of their respective officers, agents, employees, and servants arising from the performance of this agreement.
7. The term of this agreement shall be for the 2015-2016 fiscal year, unless canceled earlier by mutual agreement of both parties.

**OXNARD SCHOOL DISTRICT**

**VENTURA COUNTY OFFICE OF EDUCATION**

By: \_\_\_\_\_

By:  \_\_\_\_\_

Title: \_\_\_\_\_

Title: Director, Internal Business Services

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

Date: June 10, 2015

**BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Cesar Morales

**Date of Meeting:** 6/24/15

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

**Approval of Agreement/MOU #15-33 - Ventura County Office of Education  
(Morales/Arellano)**

---

This agreement between the Ventura County Office of Education, Migrant Education Program, Region 17 (VCOE), is to provide Identification and Recruitment services for the Oxnard School District. VCOE will provide services to Migrant students by hosting Saturday school and intervention programs after school hours.

**FISCAL IMPACT:**

Not to exceed \$42,600.00 - to be reimbursed to the OSD from VCOE

**RECOMMENDATION:**

It is the recommendation of the Executive Director, English Learner Services, and the Superintendent, that the Board of Trustees approve Agreement/MOU #15-33 with the Ventura County Office of Education, Migrant Education Program, Region 17.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement/MOU #15-33, Ventura County Office of Education (3 Pages)

**MEMORANDUM OF UNDERSTANDING #15-33**  
**Between**  
**Region 17, Migrant Education Program**  
**Ventura County Office of Education**  
**And**  
**Oxnard School District**  
**1051 South A Street, Oxnard, California 93030**

This is an agreement to provide supplementary educational services for the Oxnard School District. This agreement is between the Ventura County Office of Education, Migrant Education Program, Region 17, hereinafter referred to as the Region and the Oxnard School District, hereinafter referred to as the District.

The period covered by this agreement shall be from July 1, 2015 to June 30, 2016 inclusive.

The Region agrees to:

- 1.0 Reimburse the District upon receipt of an invoice for any and all supplementary services provided to eligible migrant students and/or eligible migrant parents/guardians eligible to receive services as previously agreed and approved by the Region.
- 2.0 Verify eligibility of students and parents by an official State approved Certificate of Eligibility and/or a regional computer printout.
- 3.0 Provide any and all necessary training for the District staff, classified and/or certificated, working directly or indirectly with eligible migrant students.
- 4.0 Provide a qualified Recruiter to identify and recruit any and all potential migrant students and/or parents.
- 5.0 Provide and maintain an official Migrant Education Program lap computer for use in the identification and recruitment services, when necessary.
- 6.0 Provide supervision and evaluation of the Recruiter in the performance of his/her duties.
- 7.0 Provide any necessary and relevant office supplies, materials, forms, and documents in the provision of the Migrant Education Program supplementary services.
- 8.0 Provide emergency health services to eligible migrant students as determined by the Region and deemed appropriate and necessary and providing there are sufficient funds.



- 9.0 Provide educational supplementary services to eligible migrant students in the areas of language arts, math, science, music, art, and any other relevant cultural, social, and educational activities provided in the State Core Standards, within the funds available and provided by the Region.
- 10.0 Provide supplementary educational services to Priority for Service and At-Risk Migrant Students Far Below Basic and Below Basic before serving Basic and Above migrant students.

The District agrees to:

- 1.0 Submit a monthly invoice with appropriate supportive documentation to the Region for reimbursement for any and all supplementary service costs provided to eligible migrant students and eligible migrant parents previously agreed and approved by the Region and the District jointly in writing.
- 2.0 Provide appropriate office space with desk, chair, phone, file cabinet, and any other relevant furniture and/or equipment relevant and necessary for the Recruiter to perform his/her duties.
- 3.0 Provide bus transportation for both the summer school program and the regular school year program.
- 4.0 Provide nutrition for both the summer school program and the regular school year program.
- 5.0 Provide custodial services for both the summer school program and the regular school year program.
- 6.0 Provide appropriate educational facilities for both the summer school program and the regular school year program.

**TERMINATION:**

Either party may terminate this MOU at any time upon 30 days' written notice to the other Party.

**REVISION/AMENDMENT:**

This MOU may be revised and/or amended by mutual agreement of both parties at any time during the duration of the agreement.

**IDEMNIFICATION/HOLD HARMLESS:**

Each party agrees that it will indemnify, hold harmless and defend the other party, its officers, employees, and agents, from all claims, losses and damages, including property damage, personal injury, death, attorney fees and liability of every kind, directly or indirectly arising from the negligent acts or omissions, or willful misconduct, of that party.

The parties have evidenced their acceptance of this Memorandum of Understanding by their signatures affixed below.

Oxnard School District  
1051 South A Street  
Oxnard, California 93030

Ventura County Office of Education  
5189 Verdugo Way  
Camarillo, California 93012

By: \_\_\_\_\_  
Signature Superintendent or Designee

By: \_\_\_\_\_  
Signature Superintendent or Designee

Lisa A. Franz  
Print Name  
Director, Purchasing  
Print Title

Dr. Roger Rice  
Print Name  
Deputy Superintendent  
Print Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# **BOARD AGENDA ITEM**

Name of Contributor: Lisa Cline

Date of Meeting: 6/24/15

STUDY SESSION \_\_\_\_\_  
CLOSED SESSION \_\_\_\_\_  
SECTION B: HEARINGS \_\_\_\_\_  
SECTION C: CONSENT   X  \_\_\_\_\_  
SECTION D: ACTION \_\_\_\_\_  
SECTION E: REPORTS/DISCUSSION \_\_\_\_\_  
SECTION F: BOARD POLICIES \_\_\_\_\_

## **REQUEST FOR APPROVAL OF RENEWAL AGREEMENT #15-27 WITH ZIXTA ENTERPRISES, INC., DBA VALLARTA SUPERMARKETS (Cline)**

---

Since December 2009, Oxnard School District has contracted with Zixta Enterprises, Inc. for Vallarta Supermarket's use of the Educational Service Center (ESC) front parking lot.

Renewal Agreement #15-27 for the 2015-16 fiscal year is presented herewith for the Board's consideration. The proposed agreement provides for thirty-one (31) regular and three (3) handicapped-accessible parking spaces designated for the District's exclusive use during its hours of operation (M-F 7:00 am-5:00 pm), and all day on dates the District holds Board meetings or other special events. There is no change from the current yearly fee of \$30,000.00.

### **FISCAL IMPACT**

Under the terms of Agreement #15-27, Vallarta agrees to pay the District a fixed yearly fee of \$30,000.00 in quarterly installments for their use of the ESC front parking lot for the period of July 1, 2015 through June 30, 2016.

### **RECOMMENDATION**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Renewal Agreement #15-27 with Zixta Enterprises, Inc., DBA Vallarta Supermarkets, as outlined above.

### **ADDITIONAL MATERIAL**

Attached: Agreement #15-27 (6 pages)

**OSD # 15-27**  
**LICENSE AGREEMENT**

The Oxnard School District (“District”) and Zixta Enterprises, Inc., doing business as Vallarta Supermarkets (“Vallarta”), hereby enter into this license agreement under the following terms and conditions (the “Agreement”):

1. The District grants to Vallarta a license for the non-exclusive use by Vallarta’s customers, employees and any and all other persons conducting business with Vallarta for overflow parking purposes (the “Permitted Use”), of the District’s front parking lot at the District’s administrative offices on 1051 South A Street in Oxnard, California (located at the corner of South “A” Street and West Wooley Road, as depicted on Exhibit A, attached hereto and incorporated herein by this reference, the “Lot”). This license, which confers no easement or other legal interest in the Lot or in any other District property upon Vallarta, is subject to the following conditions:

- a. The Permitted Use of the Lot is limited to the hours of operation of the Vallarta Supermarket at 1050 South A Street, Oxnard, California (“Vallarta #21”), being Monday through Sunday from 7am to 11pm (the “Operating Hours”), plus the 15 minutes preceding and following the Operating Hours.
- b. Vallarta shall remove any trash, shopping carts, other materials or debris resulting from the Permitted Use of the Lot at least once per hour during Operating Hours.
- c. The Permitted Use of the Lot is for overflow parking only and the parking lot located at Vallarta #21 must be used first when space is available in said parking lot.
- d. Vallarta shall advise its customers that they may not park in spaces designated by the District as reserved or for use by specified persons. The District retains discretion to designate 31 regular parking spaces and 3 handicapped-accessible parking spaces. The District agrees to reasonably notify Vallarta of such designations or changes thereto. In May of 2011, the parties inspected the parking lot together and agree that the designated spaces are as shown on **Exhibit A** hereto and as follows:
  - i. All the parking spaces located between the two entrances to the parking lot from “A” street will be reserved for District use only during District hours of operation (M-F 7:00am-5:00pm) and all day on dates when the Board of Trustees holds meetings or other special events require it. A copy of the current schedule of the board meetings has been provided to Vallarta and will be updated and supplemented by the District as needed to accommodate special board meetings or other District activities.
  - ii. A swing arm gate was installed by the District during the Summer of 2011 to clearly separate the designated spaces, which are reserved for District use only during District hours of operation, from the rest of the parking lot. The location

of the swing arm gate will prevent traffic entering through the South ramp from turning into the area where the designated spaces are located, which area is highlighted on the attached Exhibit A. Since traffic entering on the North ramp will be directed South, the parties agree that no fence or gate will be installed, but signs will be posted. Vallarta's security personnel shall be responsible for monitoring the District's designated parking spaces to ensure that said spaces remain available for use by those doing business with the District, and not used by those doing business with Vallarta.

2. The term of the Agreement shall be from July 1, 2015 to and including June 30, 2016 (the "Term"); provided that the Agreement may be terminated earlier as set forth below.

3. In consideration for the License herein granted, Vallarta shall pay the District the amount of \$30,000.00 (the "License Fee") during the Term hereof. The License Fee shall be payable in four (4) quarterly installments of \$7,500 each, due on July 1, 2015, October 1, 2015, January 1, 2016, and April 1, 2016. Vallarta shall also do the following:

- a. Procure and maintain insurance for bodily injury and property damage (including for damage to vehicles and for vandalism), with an insurer rated no lower than A- in A.M. Best's Financial Strength Ratings, or otherwise satisfactory to the Superintendent or Risk Manager of the District (as evidenced via a written certificate), of at least \$10 million per occurrence and \$10 million aggregate. The insurance policy shall include an endorsement listing the District, the members of its Board of Education, and the officers and employees of the District as additional primary insureds and shall state that the District and its Board members, officers, and employees shall not be responsible for paying any premiums on the policy or paying any deductibles or contribution as a condition of coverage.
- b. The policy and endorsement shall also provide for a minimum of 30 calendar days' notice to the District prior to cancellation of the policy. Vallarta shall bear the expense of procuring the coverage and endorsement.
- c. Upon commencement of the Term hereof, Vallarta shall provide a Certificate of Insurance to the District demonstrating compliance with this Paragraph.
- d. At any time during the Term the District may notify Vallarta that it must provide a then current Certificate of Insurance demonstrating compliance with this Paragraph. Vallarta shall provide a certificate within five (5) working days of receiving such notice.

4. Vallarta shall hold harmless, defend, and indemnify the District and the District's Board members, officers, and employees from and against any liability, claims, damages, or legal action, and any fees, expenses, or costs arising therefrom, from the negligent or intentional misconduct in and on the Lot by Vallarta's officers, employees, customers or any and all persons conducting business with Vallarta. The District shall notify Vallarta

of any claims or legal action covered by this Paragraph within 20 business days of receiving the same, but the District's failure to timely notify Vallarta shall not relieve Vallarta of its obligations under this Paragraph unless the District's delay actually makes it impossible for Vallarta to meet such obligations.

5. If the District believes that Vallarta is failing to meet its obligations under this Agreement, the District shall notify Vallarta in writing of the events and/or conditions that it believes constitutes such failure. Vallarta shall immediately correct the deficiencies identified by the District. If Vallarta fails to immediately correct these deficiencies, the District may declare Vallarta in default and immediately terminate this Agreement. However, termination of the Agreement pursuant to this Paragraph shall not relieve Vallarta from completing its obligations under Paragraph 4 of this Agreement.

6. This Agreement, being in nature a license, may be terminated by either party at any time, without cause, upon forty-five (45) days notice to the other party; provided, however, that Vallarta's obligations under Paragraph 4, above, shall survive the termination of this Agreement.

7. This Agreement may only be amended in a written instrument signed by authorized representatives of the District and Vallarta that has been approved by the District's Governing Board.

8. Vallarta may not assign its rights or obligations under this Agreement without the prior written approval of the District.

9. Vallarta, by executing and delivering this Agreement, represents and acknowledges that it has read and understood this Agreement in its entirety and that it is willing and able to comply with its obligations hereunder. Vallarta further acknowledges and agrees that the District is a public entity and, as such, is subject to very specific requirements and limitations and that this Agreement and the obligations of the District hereunder are subject to all applicable federal, state and local rules.

10. In connection with this Agreement, the District has determined that the use contemplated herein will not interfere with any District educational activity or otherwise jeopardize the education or safety of District students. The District has also determined that the licensed use will not unduly disrupt the residents of the surrounding neighborhood and may actually benefit the neighborhood by lessening the use of sidewalks or other areas by Vallarta customers.

11. This Agreement shall be interpreted in accordance with the laws of the State of California and, where applicable, with the Codes and/or Ordinances of the City of Oxnard.

12. This Agreement shall be considered to have been entered into and performed within the City of Oxnard, State of California

13. Any action brought to interpret or enforce any term of this Agreement, shall be brought in a state or federal court situated within the County of Ventura. In the event of

any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, as determined by the court.

14. All notices under this Agreement shall be made in writing and shall be delivered by being (i) personally served upon the other party, (ii) mailed via U.S. mail, or (iii) delivered via overnight delivery service. A notice delivered by personal service is deemed received on the date upon which it is delivered. A notice delivered via U.S. mail is deemed received five calendar days after it has been deposited in a mailbox or with a U.S. Post Office. A notice delivered via overnight delivery service is deemed received on the day after the date upon which it is given to the overnight delivery service. Notices shall be addressed to the following persons:

To the District:

Superintendent  
1051 South A Street  
Oxnard, California 93030

To Vallarta:

Mr. Adolfo Molina  
Vice President of Finance  
10147 No. San Fernando Road  
Pacoima, California 91331

**[THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK. THE SIGNATURE PAGE FOLLOWS]**

15. This 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.

WHEREFORE, THE PARTIES TO THIS AGREEMENT HAVE SET THEIR HAND:

**Oxnard School District**

**Zixta Enterprises, Inc., dba Vallarta  
Supermarkets**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Lisa Cline

Name:

Title: Assistant Superintendent

Title:

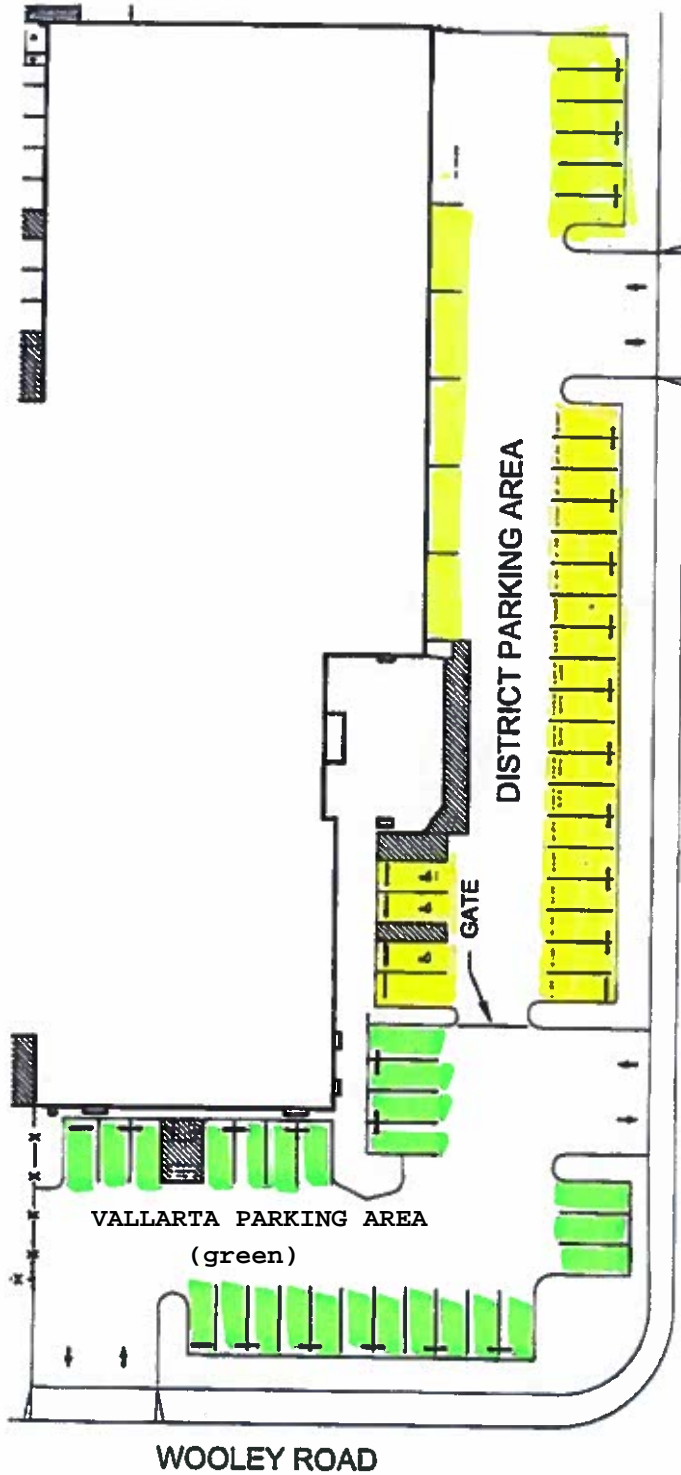
Date: \_\_\_\_\_

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



Exhibit A

EDUCATIONAL SERVICE CENTER  
FRONT PARKING AREA



'A' STREET

WOOLEY ROAD

**BOARD AGENDA ITEM**

Name of Contributor: Lisa Cline

Date of Meeting: 6/24/15

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 <sup>st</sup> Reading _____	2 <sup>nd</sup> Reading _____

**Approval of contract renewal for Agreement #98-82 Pupil Transportation Services and Agreement #98-83 Lease of Transportation Facilities for the 2015/2016 School Year with Durham School Services (Cline/Briscoe)**

The Administration recognizes Transportation as a vital service to accomplish Oxnard School Districts’ mission statement.

Currently Oxnard School District contracts with Durham School Services for Transportation Services. Their proposal reflects a 0.5% increase in the District’s rates for the 2015/2016 fiscal year and will provide consistent, efficient and cost effective transportation for the Oxnard School District while maintaining the highest level of safety consistent with industry standards. In addition Durham School Services will take on the responsibility to ensure that the District drivers are current and in compliance with all school bus training hours, certificates, and first aid. The Contractor’s State instructor will respond to all school bus accidents.

**FISCAL IMPACT:**

2015/2016 – \$2,100,000.00 - Paid for by General Fund

**RECOMMENDATION:**

It is the recommendation of the Transportation Manager, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve the renewal of Agreement #98-82 for Pupil Transportation Services and Agreement #98-83 for the Lease of Transportation Facilities with Durham School Services for the fiscal year 2015/2016.

**ADDITIONAL MATERIAL:**

Attached: Attachment B (1 Page)

**OXNARD SCHOOL DISTRICT**

**ATTACHMENT B**

**ANNUAL CONTRACT PRICE ADJUSTMENT  
JULY 1, 2015 THROUGH JUNE 30, 2016**

**Renewal Agreement #98-82, Contract for Pupil Transportation Services**

Both parties agree to adjust the Transportation rates using the April Consumer Price Index (CPI) for Urban Consumers in the Los Angeles-Long Beach area.

It is agreed that effective July 1, 2015 through June 30, 2016 the rates shall be adjusted based upon the April 2015 CPI for Los Angeles County which is 0.5%:

<b><u>BUS CAPACITY</u></b>	<b><u>MINIMUM 4 HR/50 MILE</u></b>	<b><u>RATE PER OVER HOUR</u></b>	<b><u>RATE PER OVER MILE</u></b>
18	\$233.83	\$18.92	\$0.66
16 W/C	\$247.00	\$21.15	\$0.83
42 W/C	\$286.93	\$22.27	\$1.12
30	\$255.58	\$22.27	\$0.95
35	\$271.63	\$22.27	\$0.95
42 (43)	\$271.63	\$22.27	\$0.95
71	\$334.01	\$22.27	\$1.12
79	\$334.01	\$22.27	\$1.12
84	\$334.01	\$22.27	\$1.23
89	\$353.83	\$22.27	\$1.23
91	\$353.83	\$22.27	\$1.23

**Renewal Agreement #98-83, Lease of Transportation Facilities**

Both parties agree to adjust the Lease rates for 2015-2016 using the April 2015 Consumer Price Index (CPI) for Urban Consumers in the Los Angeles-Long Beach area.

It is agreed that effective July 1, 2015 through June 30, 2016 the monthly rental shall be increased by 0.5% to \$4,310.57 per month payable on the first day of each month.

**DURHAM SCHOOL SERVICES, L.P.**  
**By: Durham Holding II, L.L.C.**  
**its general partner**

**OXNARD SCHOOL DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Lisa A. Franz  
Title: Director, Purchasing  
Date: \_\_\_\_\_

## BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 6/24/15

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<sup>ST</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

### **REQUEST FOR APPROVAL OF 2015-16 EDUCATION PROTECTION ACCOUNT (EPA) SPENDING PLAN (Cline/Penanhoat)**

---

Proposition 30, *The Schools and Local Public Safety Protection Act of 2012*, approved by the voters on November 6, 2012, temporarily increases the state sales tax rate for all taxpayers and the personal income tax rates for upper-income taxpayers.

The revenues generated from Proposition 30 are deposited into a newly created state account called the Education Protection Account (EPA). School districts, county offices of education, and charter schools (LEA's) will receive funds from the EPA based on their proportionate share of the statewide revenue limit amount. A corresponding reduction is made to an LEA's revenue limit or charter school general purpose state aid equal to the amount of their EPA entitlement. LEA's received EPA payments quarterly beginning with the 2013-14 fiscal year.

Proposition 30 requires that the use of EPA funds be determined by the governing board at an open public meeting. EPA funds can only be spent on instructional functions of the school district.

It is estimated that Oxnard School District will receive \$19,243,509 in EPA funding for 2015-16 fiscal year. The Assistant Superintendent, Business & Fiscal Services and the Director of Finance recommend the funds be used as outlined on the attachment.

#### **FISCAL IMPACT**

None.

#### **RECOMMENDATION**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Finance that the Board of Trustees approve the 2015-16 Education Protection Account Spending Plan as per the attachment.

#### **ADDITIONAL MATERIAL**

Attached: 2015-16 Planned Education Protection Account Expenditures (1 page)



**OXNARD SCHOOL DISTRICT  
2015-16 PLANNED EDUCATION PROTECTION  
ACCOUNT EXPENDITURES**

---

**2015-16 Adopted Budget**

**Estimated EPA Amount Available**

**\$ 19,243,509**

Estimated Amount per Site Distribution-Expenditure Function 1000  
(Instruction, Salary & Benefits)

Soria	\$ 1,219,966
Curren	\$ 1,176,396
Driffill	\$ 1,365,200
Elm	\$ 842,357
Frank	\$ 1,481,387
Fremont	\$ 1,278,059
Harrington	\$ 580,936
Haydock	\$ 1,045,685
Chavez	\$ 1,092,160
Kamala	\$ 1,321,630
Lemonwood	\$ 1,144,444
Marina West	\$ 726,170
McAuliffe	\$ 813,311
McKinna	\$ 842,357
Marshall	\$ 653,553
Ramona	\$ 697,123
Ritchen	\$ 668,077
Brekke	\$ 639,030
Rose Avenue	\$ 813,311
Sierra Linda	\$ 842,357
	\$ 19,243,509

**2015-16 Total Estimated Expenditures**

**\$ 19,243,509**

## **BOARD AGENDA ITEM**

Name of Contributor: Lisa Cline

Date of Meeting: 6/24/15

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

### **SELECTION OF VENDORS FOR CHILD NUTRITION PROGRAM (Cline/Picola)**

The Oxnard School District Department of Child Nutrition Services is making recommendations for vendor selection for the 2015-16 school year. The selected vendors have a history of providing a high quality of products and service to the district.

### **FISCAL IMPACT**

None.

### **RECOMMENDATION**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Child Nutrition Services that the Board of Trustees approve the selection of vendors for the Child Nutrition Program for the 2015-16 school year.

### **ADDITIONAL MATERIAL**

Attached: Memo from Jim Picola dated May 1, 2015 (2 pages)



# OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, California 93030 • 805/487-3918 • www.oxnardsd.org

May 1, 2015

## Child Nutrition Services

To: Dr. Cesar Morales      Superintendent  
From: Jim Picola      Director of Child Nutrition Services  
Date: May 1, 2015  
Re: **Selection of Vendors for Child Nutrition Services, 2015-2016 School Year**

**Oxnard School District Child Nutrition Department is making recommendations for vendor selections for the 2015-2016 school year. The selected vendors have a history of providing a high quality of products and service to the district.**

### **Grocery and Dry Goods**

The recommended vendor is Jordano's Food Service Inc. for grocery and dry goods. Jordano's was selected through competitive bid conducted by Oxnard School District for grocery and dry goods distribution in May of 2014. This bid has been utilized ever since, and the agreement can again be rolled over for the 2015-2016 school year.

### **Frozen Foods**

The recommended vendor is Gold Star Foods-Frozen Foods. Gold Star was selected through the Super Commodity Cooperative for frozen foods distribution in 2012. Oxnard School District continues to belong to the Super Cooperative, and the agreement can again be rolled over for the 2015-2016 school year.

### **Paper and Plastics Products**

The recommended vendor is P and R Paper Supply. P and R Paper Supply was selected by competitive bid as the paper and plastics distributor. The paper and plastics bid was conducted by the Oxnard School District in May of 2013. This bid has been utilized ever since, and the agreement can again be rolled over for the 2015-2016 school year.

**Milk and Dairy Products**

The recommended vendor is Alta Dena Dairy.

Alta Dena Dairy was selected by the Oxnard School District in a competitive bid as the milk and dairy distributor. The milk and dairy bid was conducted by the Oxnard School District in 2013. This bid has been utilized ever since, and the agreement can again be rolled over for the 2015-2016 school year.

**Produce**

The recommended vendor is the Berry Man Inc. Produce company. The Oxnard School District is piggybacking on the Ventura Unified Produce Bid which was conducted in June of 2013. This bid has been utilized ever since, and the agreement can again be rolled over for the 2015-2016 school year.

**Bread and Bakery Goods**

The recommended vendor is Puritan Bakery. The Oxnard School District is piggybacking on the Ventura Unified Bread Products Bid which was conducted in June of 2013. This bid has been utilized ever since, and the agreement can again be rolled over for the 2015-2016 school year.



## BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 6/24/15

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

### **RESOLUTION #15-02 TO AUTHORIZE APPROPRIATION TRANSFERS FOR 2014-2015 (Cline/Penanhoat)**

---

The administration is requesting Board Approval of Resolution #15-02, authorizing the Assistant Superintendent of Business & Fiscal Services to make such appropriation transfers as may be necessary for the 2014-2015 fiscal year.

#### **FISCAL IMPACT**

None.

#### **RECOMMENDATION**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Finance that the Board of Trustees approve Resolution #15-02 to authorize appropriation transfers for the 2014-15 fiscal year, and authorize its filing with the Ventura County Office of Education.

#### **ADDITIONAL MATERIAL**

Attached: Resolution #15-02 (1 page)

**OXNARD SCHOOL DISTRICT**  
**RESOLUTION #15-02**  
**TO AUTHORIZE APPROPRIATION TRANSFERS**

WHEREAS, the Oxnard School District has need to make appropriation transfers at year end to permit the payment of obligations of the district incurred during the school year; and

WHEREAS, the district may authorize a district employee to make such transfers between unappropriated fund balances and any expenditure classifications to balance any expenditure classification;

BE IT THEREFORE RESOLVED that the Oxnard School District authorizes the Assistant Superintendent of Business & Fiscal Services to make such appropriation transfers as may be necessary to permit payment of obligations of the District incurred during the 2014-15 fiscal year.

Adopted this 24<sup>th</sup> day of June, 2015.

Ayes:

Noes:

Absent:

THIS IS TO CERTIFY that the above Resolution was adopted by the Board of Trustees at a regular meeting of the Board held on June 24, 2015.

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President, Board of Trustees  
Oxnard School District

## **BOARD AGENDA ITEM**

Name of Contributor: Lisa Cline

Date of Meeting: 6/24/15

CLOSED SESSION	_____
SECTION B: HEARINGS	_____
SECTION C: CONSENT	<u>  X  </u>
SECTION D: ACTION	_____
SECTION E: REPORTS/DISCUSSION	_____
SECTION F: BOARD POLICIES	_____

### **RESOLUTION #15-03 FOR AUTHORIZATION TO MAKE TEMPORARY LOANS BETWEEN DISTRICT FUNDS FOR 2015-2016 (Cline/Penanhoat)**

The Administration is requesting Board approval of Resolution #15-03, allowing for temporary transfer of cash from one district fund to another in order to meet the financial obligations of the District as the need may arise during the 2015-2016 fiscal year.

#### **FISCAL IMPACT**

None.

#### **RECOMMENDATION**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Finance that the Board of Trustees approve Resolution #15-03 authorizing temporary loans between district funds, and authorize its filing with the Ventura County Office of Education.

#### **ADDITIONAL MATERIAL**

Attached: Resolution #15-03 (1 page)

**OXNARD SCHOOL DISTRICT  
RESOLUTION #15-03  
TO AUTHORIZE TEMPORARY TRANSFER  
OF FUNDS FISCAL YEAR 2015-2016**

**WHEREAS**, pursuant to Education Code section 42603, the governing board of any school district may direct that moneys held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations. The transfer shall be accounted for as temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account. Amounts transferred shall be repaid either in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of the fiscal year. Borrowing shall occur only when the fund or account receiving the money will earn sufficient income, during the current fiscal year, to repay the amount transferred. No more than 75 percent of the maximum of moneys held in any fund or account during a current fiscal year may be transferred.

**WHEREAS**, when there are insufficient funds to meet district obligations in the fund, and

**WHEREAS**, funds can be temporarily transferred from one or more funds to another fund of the district to be used for the payment of district obligations, and

**WHEREAS**, repayment of the temporary loan will be made from income received, and

**THEREFORE, BE IT RESOLVED** that the Board of Trustees of the Oxnard School District authorizes the temporary transfer of cash from one district fund to another in order to meet the financial obligations of the District as the need may arise during the 2015-2016 fiscal year.

**PASSED AND ADOPTED** this 24<sup>th</sup> day of June, 2015 by the Board of Trustees of the Oxnard School District of Ventura County, California, by the following vote:

Ayes:

Noes:

Absent:

---

President, Board of Trustees  
Oxnard School District

## BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 6/24/15

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

### **RESOLUTION #15-04: AUTHORIZATION FOR EXPENDITURE TRANSFERS FOR 2015-2016 (Cline/Penanhoat)**

---

The Administration is requesting Board approval of Resolution #15-04 authorizing the Superintendent to make such expenditure transfers as may be necessary to adjust any cost accounting allocation when the expenditure has been approved by the Board at the previous meeting, and when the transfer does not result in a deficit balance of the budget appropriation of the account to which the expenditure would be made for the 2015-2016 fiscal year.

#### **FISCAL IMPACT**

None.

#### **RECOMMENDATION**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Finance that the Board of Trustees approve Resolution #15-04 authorizing expenditure transfers for the 2015-16 fiscal year, and authorize its filing with the Ventura County Office of Education.

#### **ADDITIONAL MATERIAL**

Attached: Resolution #15-04 (1 page)

**OXNARD SCHOOL DISTRICT**

**RESOLUTION #15-04  
AUTHORIZATION FOR EXPENDITURE TRANSFERS**

WHEREAS, The School Business and Advisory Services of the Ventura County Office of Education requires minutes orders of the Board accompany the notice of expenditure transfers, and

WHEREAS, a blanket authorization would satisfy this requirement;

BE IT THEREFORE RESOLVED that the Oxnard School District Board of Trustees hereby authorize the Superintendent to make such expenditure transfers as may be necessary for the 2015-2016 fiscal year, to adjust any cost accounting allocation when the expenditure has been approved by the Board at the previous meeting, and when the transfer does not result in a deficit balance of the budget appropriation of the account to which the expenditure would be made for the 2015-2016 fiscal year.

ADOPTED THIS 24<sup>th</sup> day of June, 2015.

AYES:

NOES:

ABSENT:

THIS IS TO CERTIFY that the above Resolution was adopted by the Board of Trustees at a regular meeting of the Board held on June 24, 2015.

---

President, Board of Trustees  
Oxnard School District

**BOARD AGENDA ITEM**

Name of Contributor: Lisa Cline

Date of Meeting: June 24, 2015

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

**DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT WITH OSSA (Cline)**

---

In accordance with AB 1200 and Government Code, Section 3547.5: *“Before a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer in a format established for this purpose by the Superintendent of Instruction.”*

In keeping with this requirement, the cost projections for the proposed agreement with OSSA are presented herewith for the Board’s information. On June 9, 2015, the Ventura County Office of Education provided their affirmation that the terms of the proposed agreement would allow the district to meet its financial obligations and remain fiscally solvent.

**FISCAL IMPACT**

None.

**RECOMMENDATION**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees accept the “Disclosure of Collective Bargaining Agreement” form for OSSA as presented.

**ADDITIONAL MATERIAL**

Attached: Disclosure of Collective Bargaining Agreement with OSSA (4 pages)

# DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

In Accordance with AB 1200, AB 2756 and G.C. 3547.5

School District: Oxnard School District

Name of Bargaining Unit: Oxnard Support Services Association

The proposed agreement covers the period:

Beginning: 7/1/2015  
Ending: 6/30/2016

Employee Type:

Certificated: X  
Classified: \_\_\_\_\_

The proposed agreement will be acted upon by the Governing Board  
at its meeting on: June 24, 2015

**A. Proposed Change in Compensation:**

Compensation	Cost Prior To Proposed Agreement	Fiscal Impact of Proposed Agreement		
		Current Year 2014-15	Year 2 2015-16	Year 3 2016-17
1. Salary Schedule - Increase/(Decrease)	\$ 6,231,614	\$ 311,500 5.00%	\$ 311,500 5.00%	311,500 5.00%
2. Step and Column - Increase/(Decrease) due to movement plus any changes due to settlement.		\$ %	\$ %	\$ %
3. Other Compensation - Increase/(Decrease) (Stipends, Bonuses, Etc)		\$ 0 0.00%	\$ 0 0.00%	\$ 0 0.00%
4. Statutory Benefits - Increase/(Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 1,183,237	\$ 59,125 5.00%	\$ 59,125 5.00%	\$ 59,125 5.00%
5. Health/Welfare Benefits - Increase/(Decrease)	\$ 0	\$ 0 #DIV/0!	\$ 0 #DIV/0!	\$ 0 #DIV/0!
6. Total Compensation - Increase/(Decrease) (Total Lines 1-5)	\$ 7,414,851	\$ 370,625 5.00%	\$ 370,625 5.00%	\$ 370,625 5.00%
7. Total Number (FTE) of Represented Employees	# 65	# 65	# 65	# 65
8. Total Compensation Cost for Average Employee Increase/(Decrease) (Line 6/Line 7)	\$ 114,075	\$ 5,702 5.00%	\$ 5,702 5.00%	\$ 5,702 5.00%
9a. Certificated Teacher's Salary (Excluding Benefits)				
-Minimum Daily Rate	\$ 238	\$ %	\$ %	\$ %
-Maximum Daily Rate	\$ 475	\$ %	\$ %	\$ %
-Substitute Daily Rate	\$ 118	\$ %	\$ %	\$ %
9b. - Annual Health/Welfare Benefit amount per FTE	\$	\$ %	\$ %	\$ %
<input type="checkbox"/> Actual <input type="checkbox"/> Capped				

Please include comments and explanations as necessary: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**Disclosure of Collective Bargaining Agreement**

School District: Oxnard School District

**B. Proposed Negotiated Changes in Non-Compensation Items (class size adjustments, staff development, teacher prep time, etc.):**

none

**C. What are the specific impacts on instructional and support programs to accommodate the settlement? (Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.):**

none

**D. What contingency language is included in the proposed agreement? (reopeners, etc.):**

None

**E. Will this agreement create, increase, or decrease deficit financing in the current or future years?**

No

**F. Source of Funding for the Proposed Agreement:**

**1. Current Year:**

On-going general fund

**2. How will the ongoing cost of the proposed agreement be funded in future years?**

On-going general fund

**3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations):**

Based on LCFF calculator proposed funding levels

**Disclosure of Collective Bargaining Agreement**

School District: Oxnard School District

**G. Impact of Proposed Agreement on Current Year Unrestricted Reserves**

**1. State Reserve Standard**

a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$	180,139,875
b. State Standard Minimum Reserve Percentage for this District		3%
c. State Standard Minimum Reserve Amount for this District (Line 1 times Line 2 or \$64,000 for a district with less than 1,001 ADA)	\$	5,404,196

**2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)**

a. General Fund Budgeted <u>Unrestricted</u> Reserve for Economic Uncertainties	\$	5,422,997
b. General Fund Budgeted <u>Unrestricted</u> Unappropriated Amount	\$	4,581,282
c. Special Reserve Fund (17) Budgeted Reserve for Economic Uncertainties	\$	
d. Special Reserve Fund (17) Budgeted Unappropriated Amount	\$	
e. Total District Budgeted Unrestricted Reserves	\$	10,004,279

**3. Do Unrestricted reserves meet the state standard minimum reserve amount?**

Yes

No

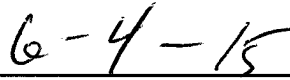
**H. Certification**

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions in the agreement in accordance with the requirements of AB 1200 and G.C. 3547.5.

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.



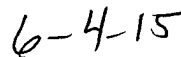
District Superintendent  
(Signature)



Date



District Chief Business Official  
(Signature)



Date

**Disclosure of Collective Bargaining Agreement**  
**School District: Oxnard School District**

	(Col. 1) Latest Board Approved Budget Before Settlement (As of 6-3-15)*	(Col. 2) Adjustment as a Result of Settlement	(Col. 3) Other Revisions	(Col. 4) Total Impact on Budget (Col. 1+2+3)
<b>REVENUES</b>				
LCFF Revenues (8010-8099)	148,879,400			148,879,400
Remaining Revenues (8100-8799)	32,688,169			32,688,169
<b>TOTAL REVENUES</b>	<b>181,567,569</b>	<b>0</b>	<b>0</b>	<b>181,567,569</b>
<b>EXPENDITURES</b>				
1000 Certificated Salaries	79,306,159	0		79,306,159
2000 Classified Salaries	28,124,044	0		28,124,044
3000 Employees' Benefits	35,706,510	0		35,706,510
4000 Books and Supplies	14,065,037			14,065,037
5000 Services and Operating Expenses	19,554,404	0		19,554,404
6000 Capital Outlay	85,000	0		85,000
7100-7499 Other	2,299,427	0		2,299,427
<b>TOTAL EXPENDITURES</b>	<b>179,140,581</b>	<b>0</b>	<b>0</b>	<b>179,140,581</b>
<b>OPERATING SURPLUS (DEFICIT)</b>	<b>2,426,988</b>	<b>0</b>	<b>0</b>	<b>2,426,988</b>
<b>OTHER SOURCES AND TRANSFERS IN</b>				
<b>OTHER USES AND TRANSFERS OUT</b>	999,294			999,294
<b>*CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	<b>1,427,694</b>	<b>0</b>	<b>0</b>	<b>1,427,694</b>
<b>BEGINNING BALANCE</b>	12,340,918			12,340,918
<b>CURRENT YEAR ENDING BALANCE</b>	<b>13,768,612</b>	<b>0</b>	<b>0</b>	<b>13,768,612</b>
<b>COMPONENTS OF ENDING BALANCE</b>				
Non-spendable (9711-9719)	120,000			120,000
Restricted (9740)	1,594,333			1,594,333
Committed (9750 / 9760)	0			0
Assigned (9780)	2,050,000			2,050,000
Reserve for Economic Uncertainties (9789)	5,422,997			5,422,997
Unappropriated Amounts (9790)	4,581,282	0	0	4,581,282

\* If the total amount of the Adjustment in Column 2 does not agree with the amount of the Total Compensation Increase in Section A, Line 6, page 1 (increase was partially budgeted, there were revenue revisions as reflected in Column 3, etc.), explain the variance below.

Please include comments and explanations as necessary: \_\_\_\_\_

**\*2015-16 Preliminary Budget as presented to Board on 6-3-15. Not adopted yet.**

**Salary amounts above include a 5% salary increase for all employees in a bargaining unit plus Management and Confidential employees.**

**BOARD AGENDA ITEM**

**Name of Contributor(s):** Lisa Cline

**Date of Meeting:** 6/24/2015

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

**Purchase Order/Draft Payment Report #14-09(Cline/Franz)**

---

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

1. A listing of Purchase orders issued 5/09/2015 through 6/09/2015 for the 2014-2015 school year, in the amount of \$2,554,279.39.
2. A listing of Purchase orders issued 5/09/2015 through 6/09/2015 for the 2015-2016 school year, in the amount of \$1,918,629.23.
3. A listing of Draft Payments issued 5/09/2015 through 6/09/2015 for Draft Payment #D7462-D7467, for the 2014-2015 school year, in the amount of \$1,347.00.

**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 #14-09 as submitted.

**ADDITIONAL MATERIAL(S):**

**Attached:** Purchase Order/Draft Payment Report #14-09 (20 Pages)

## Includes Purchase Orders dated 05/09/2015 - 06/09/2015 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P15-02586	Ventura Co Office Of Education	ENGLISH LEARNE	travel and coference	700.00
P15-03229	Jordanos Inc	CNS	supplies - Lemonwood	191.09
P15-03250	Scholastic Book Fairs	SORIA	MATL/SUP Instructional	194.32
P15-03270	Walmart	RAMONA	Mat/Sup-Instruction (LCFF 3g)	250.00
P15-03320	SEEDSNOW.COM INC	FREMONT	MATL/SUP (MSAP-CARYN ZIMMERMANN)	16.19
P15-03465	Southwest Airlines	IT	CONF	235.01
P15-03466	Walmart	RISK MGMT	Material & Supplies	132.58
P15-03504	School Tech Supply	ED SERVICES	MATL/SUP	710.64
P15-03505	School Tech Supply	ED SERVICES	MATL/SUP	710.64
P15-03567	Amazon Com	MARSHALL	MATL/SUPP-Instructional	785.99
P15-03588	Amazon Com	FREMONT	MAT/SUP - INSTRUCTIONAL	409.55
P15-03657	UPS - FREIGHT	ERC	instr matl/comm	600.00
P15-03658	Scholastic Inc	MCAULIFFE	BKS-Instructional	276.80
P15-03686	School Tech Supply	ED SERVICES	MATL/SUP	710.64
P15-03932	AVAST Group LC Fun to Collect	RAMONA	MAT/SUP - Instruction	166.54
P15-03941	Scholastic Inc	KAMALA	Materials & Supplies-Instructional	11.88
P15-03997	Amazon Com	MARSHALL	MATL/SUPL-Instruction	536.95
P15-03998	Amazon Com	MARSHALL	MATL/SUPL-Instruction	297.90
P15-04005	Amazon Com	MARSHALL	MATL/SUPL-Instruction	720.59
P15-04009	Amazon Com	FREMONT	MAT/SUPP - INSTRUCTIONAL	151.37
P15-04115	Coast To Coast Computer Prod	ROSE	COMPUTER SUPPLIES - INSTRUCTIONAL	373.53
P15-04118	Printech	MARSHALL	COMP EQUIP-Instruction	635.22
P15-04120	ADVANCED CLASSROOM TECHNOLOGIE S, INC	BREKKE	MATL/SUP- Instructional	562.60
P15-04121	Cruz Flowers	PERSONNEL	mtl	112.00
P15-04123	Aswell Trophy And Engraving	PERSONNEL	matl	319.25
P15-04124	Albertsons Inc	PERSONNEL	matl	70.99
P15-04126	Petroleum Telcom Inc DBA Telecom	ELM	Materual/Supplies - School Office	57.78
P15-04137	Office Depot Bus Ser Div	FRANK	MATL/SUP - INSTRUCTIONAL	114.97
P15-04138	Office Depot Bus Ser Div	FREMONT	MAT/SUP - INSTRUCTIONAL	136.49
P15-04141	School Health Corporation	WAREHOUSE	Stores Supplies	997.62
P15-04145	Amazon Com	WAREHOUSE	Stores Supplies	195.96
P15-04148	Walmart	ASSESS ACCOUN	MATL/SUP	100.00
P15-04151	Nasco Modesto	FRANK	MATL/SUPL- (MSAP/DUBOIS)	926.60
P15-04152	Grainger Inc	FRANK	MATL/SUPL- (MSAP/DUBOIS)	204.79
P15-04153	HANSEN HOBBIES, INC	FRANK	M,ATL/SUPL- (MSAP/DUBOIS)	49.37
P15-04157	Smart And Final Iris Co	WAREHOUSE	Stores Supplies	353.38
P15-04158	Lowe's	FREMONT	MATL/SUPL(MSAP/ZIMMERMANN)	158.28
P15-04159	Flinn Scientific Inc	FREMONT	MATL/SUP(MSAP/ZIMMERMANN)	244.60
P15-04160	Walmart	FREMONT	MATL/SUPL(MSAP/ZIMMERMANN)	776.29
P15-04161	FISH NET, INC THAT FISH PLACE/ THAT PET PLACE	FREMONT	MATL/SUPL(MSAP/ZIMMERMANN)	116.81
P15-04162	Green Thumb International	FREMONT	MATL/SUPL(MSAP/ZIMMERMANN)	540.00
P15-04163	Identification & Security Inte	WAREHOUSE	Stores Supplies	338.20
P15-04164	Walmart	HAYDOCK	MATLS/SUPPL-INSTRUCTIONAL(LIVING STON)	145.76
P15-04165	Flinn Scientific Inc	FREMONT	MAT/SUPP - INSTRUCTIONAL	940.56

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## Includes Purchase Orders dated 05/09/2015 - 06/09/2015 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P15-04166	Jordanos Inc	CNS	FFVP/4300/DRIFILL	28.84
P15-04170	Amazon Com	RAMONA	MAT/SUP - INSTRUCTION (LCFF 9G - MARTINEZ)	123.92
P15-04171	Amazon Com	ELM	Material/supplies - Instructional RSP	111.32
P15-04173	Amazon Com	FREMONT	BOOKS OTHER THAN TEXT BOOKS - INSTRUCTIONAL	102.29
P15-04174	Amazon Com	FREMONT	MAT/SUPP - INSTRUCTIONAL	268.49
P15-04175	Amazon Com	MCKINNA	Materials & Supplies/Instructional	36.27
P15-04176	Amazon Com	ENGLISH LEARNE	Materials	367.51
P15-04177	Amazon Com	HAYDOCK	MATLS/SUPPL-INSTRUCTIONAL (MATH)	88.56
P15-04178	CDW G	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	482.32
P15-04181	Lakeshore Learning Materials-V	MCAULIFFE	MATL/SUPL-Instructional	553.47
P15-04182	Lakeshore Learning Materials-V	FRANK	MATL/SUP - INSTRUCTIONAL	32.38
P15-04183	Lakeshore Learning Materials-V	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	166.31
P15-04186	Dell Direct Sales Lp	HARRINGTON	REPAIRS-INSTRUCTIONAL	171.72
P15-04187	Dell Direct Sales Lp	ROSE	EQUIPMENT - ADMINISTRATION	767.64
P15-04192	CDW G	ENGLISH LEARNE	materials	743.26
P15-04193	CDW G	MCKINNA	Materials & Supplies-Instructional	84.13
P15-04194	Perma Bound Books	MARINA	MATL/SUP-Instructional	329.76
P15-04197	Home Depot Inc	MARSHALL	MATL/SUPL-Instruction	26.97
P15-04199	Ventura Co Office Of Education	PUPIL SERVICES	CONF	850.00
P15-04201	Home Depot Inc	SIERRA LINDA	mat/sup - instructional	84.18
P15-04202	Staples Direct	ENGLISH LEARNE	materials	55.75
P15-04204	Office Depot Bus Ser Div	SIERRA LINDA	mat/sup - instructional	87.80
P15-04205	Apple Computer Inc	KAMALA	Materials & Supplies-Instructional	213.84
P15-04206	Perma Bound Books	KAMALA	Materials & Supplies-Instructional	248.77
P15-04207	Perma Bound Books	KAMALA	Materials & Supplies-Instructional	266.36
P15-04208	Perma Bound Books	KAMALA	Materials & Supplies-Instructional	480.44
P15-04209	Perma Bound Books	CHAVEZ	BOOKS OTHER THAN TEXTBOOKS-INSTRUCTIONAL	772.30
P15-04212	Lakeshore Learning Materials-V	MCAULIFFE	MATL/SUPL-Instructional	257.06
P15-04214	Nationwide Learning LLC	HAYDOCK	PROF/SERV-INSTRUCTIONAL	897.75
P15-04216	EAI Education Inc	HAYDOCK	MATLS/SUPPL-INSTRUCTIONAL(BENTLEY)	144.81
P15-04221	STUMP PRINTING CO, INC	HAYDOCK	MATLS/SUPPL-INSTRUCTIONAL	414.94
P15-04222	Night Hawks Custom Screen	HAYDOCK	PROF/SERV-INSTRUCTIONAL	600.00
P15-04223	Scholastic Inc	HAYDOCK	MATLS/SUPPL-INSTRUCTIONAL (ELD)	490.64
P15-04228	Amazon Com	MARSHALL	MATL/SUPL-Instruction	260.97
P15-04231	Amazon Com	HAYDOCK	MATLS/SUPPL-INSTRUCTIONAL	211.11
P15-04232	Amazon Com	HARRINGTON	BKS /INSTRUCTION	258.63
P15-04233	Amazon Com	MCKINNA	Books Other Than Textbooks/Instructional	396.85
P15-04234	Amazon Com	MARSHALL	MATL/SUPL-Instructional	70.15
P15-04235	Sehi Computer Products Inc	HAYDOCK	EQUIPT-INSTRUCTIONAL	579.96
P15-04236	Target	MARINA	MATL/SUP-Instructional	192.02
P15-04237	Super Duper Inc	MARINA	MATL/SUP-Instructional	101.14
P15-04238	Walmart	MARINA	MATL/SUP-Instructional	237.60

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## Includes Purchase Orders dated 05/09/2015 - 06/09/2015 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P15-04240	School Health Corporation	MARINA	MATL/SUP-Instructional	725.84
P15-04241	Jersey Mike's-Victoria Ave	MARINA	MATL/SUP-Instructional	69.45
P15-04243	The Art of Education, LLC	HAYDOCK	CONF-INSTRUCTIONAL	89.00
P15-04244	CLMS c/o CA League of Schools	HAYDOCK	CONF-INST & ADMIN	657.00
P15-04246	Home Depot Inc	FRANK	MATL/SUPL-(MSAP/DU BOIS)	388.22
P15-04248	Amazon Com	HARRINGTON	MATERIALS & SUPPLIES/INSTRUCTIONAL	21.20
P15-04251	Aswell Trophy And Engraving	MARSHALL	MATL/SUPL-Instructional	72.90
P15-04252	Frys Electronics	HAYDOCK	MATLS-SUPPL-INSTRUCTIONAL	114.96
P15-04253	Bad Wolf Press	SIERRA LINDA	matl/sup - instructional	646.92
P15-04254	Daktronics	SIERRA LINDA	SERV-Instruction	300.00
P15-04255	Frys Electronics	HAYDOCK	MATLS/SUPPL-INSTRUCTIONAL	222.90
P15-04256	Renaissance Learning Inc	SIERRA LINDA	SERV-Instruction	58.32
P15-04257	Walmart	SIERRA LINDA	matl/sup - instructional	250.81
P15-04259	Oriental Trading Co Inc	SIERRA LINDA	matl/sup - instructional	493.77
P15-04261	California School Boards Assoc	SUPERINTENDEN	MATLS/SUP	13.80
P15-04262	Barnes And Noble	SIERRA LINDA	matl/ sup - instructional	337.89
P15-04264	Imagestuff Com	SIERRA LINDA	matl/sup - instructional	300.94
P15-04265	River Ridge Golf Club	SUPERINTENDEN	MATL/SUP	578.93
P15-04266	Innovative Learning Concepts	MARSHALL	PROF/CON-Instructional	529.55
P15-04267	Innovative Learning Concepts	MARSHALL	MATL/SUP-Instructional	670.48
P15-04268	Read Naturally, Inc	DRIFFILL	MATL/SUPP-instructional	913.32
P15-04269	California Pizza Kitchen	MARSHALL	MATL/SUPL-Instruction	861.04
P15-04270	Oriental Trading Co Inc	MCAULIFFE	MATL/SUPL-Instructional	113.61
P15-04271	Read Naturally, Inc	CURREN	mat/sup - instructional	389.40
P15-04272	Really Good Stuff	SORIA	MATL/SUP Instructional	396.34
P15-04273	Div Of The State Architect	FACILITIES	SVCS	67.48
P15-04274	Div Of The State Architect	FACILITIES	SVCS	49.61
P15-04275	Really Good Stuff	SORIA	MATL & SUP Instructional	396.34
P15-04276	Really Good Stuff	SORIA	MATL/SUP Instructional	263.42
P15-04277	MONOPRICE INC	FRANK	MATL/SUP - INSTRUCTIONAL	258.68
P15-04279	Rio Elementary School Distri	BUSINESS	SVCE	407.88
P15-04281	Hydropoint	FACILITIES	SERV	196.03
P15-04282	EJ Harrison & Sons Inc	ERC	materials and supplies	216.00
P15-04283	PCASC 2015 Mini-Conference Rowland USD c/o J Stiegelmar	HR	CONF/TRAVEL 6/5/2015	75.00
P15-04284	Aswell Trophy And Engraving	ENGLISH LEARNE	Materials / supplies - confirming invoice	339.93
P15-04286	Oriental Trading Co Inc	ELM	Material/Supplies - Instructional	504.26
P15-04289	Soap Man	TRANSPORTATIO	supplies	54.97
P15-04290	Oriental Trading Co Inc	CURREN	matl/sup - instructional	141.98
P15-04293	Amazon Com	MARSHALL	MATL/SUPL-Instructional	316.42
P15-04294	Amazon Com	MCKINNA	Materials & Supplies/Instructional	64.75
P15-04295	Amazon Com	PUPIL SERVICES	MATL/SUP	85.21
P15-04296	Amazon Com	MARSHALL	MATL/SUPL-Instructional	65.77
P15-04297	Amazon Com	MARSHALL	MATL/SUPL-Instructional	214.20
P15-04298	Amazon Com	MARSHALL	MATL/SUPL-Instructional	343.81
P15-04299	Amazon Com	MARSHALL	MATL/SUPL-Instructional	236.00
P15-04301	Amazon Com	IT	MATL/SUP	454.33
P15-04303	Scholastic Inc	SORIA	MATL/SUP Instructional	762.96

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## Includes Purchase Orders dated 05/09/2015 - 06/09/2015 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P15-04304	Santa Barbara Zoological Fou	SORIA	SERV (Instructional)	828.00
P15-04305	Scholastic Inc	SORIA	MATL/SUP Instructional	339.82
P15-04306	Scholastic Inc	KAMALA	Materials & Supplies-Instructional	153.80
P15-04307	Scholastic Inc	KAMALA	Materials & Supplies-Instructional	79.92
P15-04309	Scholastic Inc	FREMONT	BKS- INSTRUCTIONAL	94.48
P15-04311	Scholastic Book Fairs	HARRINGTON	BKS - instructional	300.00
P15-04312	Harbor Freight Tools	CHAVEZ	MAT/ SUP-Instruction	250.00
P15-04314	Perma Bound Books	SORIA	BKS (Instructional)	531.79
P15-04315	Staples Direct	PUPIL SERVICES	MATL/SUP	62.62
P15-04318	Staples Direct	TRANSPORTATIO	SUPPLIES	82.14
P15-04321	Home Depot Inc	CURREN	matl/sup-INSTRUCTION	182.63
P15-04324	Staples Direct	MCAULIFFE	MAT'L/SUPL-Instructional	654.62
P15-04325	Office Depot Bus Ser Div	PUPIL SERVICES	MATL/SUP	214.22
P15-04329	ROBERT PACILLO	FREMONT	BKS- INSTRUCTION	75.00
P15-04332	Power Machinery Center	WAREHOUSE	REPAIRS	454.85
P15-04334	Gopher Sport	HARRINGTON	materials & supplies - instructional	135.10
P15-04338	Rochester 100, Inc	HARRINGTON	MATERIALS & SUPPLIES/INSTRUCTION	248.40
P15-04341	Dell Direct Sales Lp	HARRINGTON	computer equipment-instructional	895.53
P15-04345	Walmart	HARRINGTON	materials & supplies - instructional	510.00
P15-04348	DISNEYLAND RESORT HOTELS DRTSC	HARRINGTON	TRAVEL & CONFERENCE/INSTRUCTIONAL	188.00
P15-04353	MJP Technologies, Inc	KAMALA	Computer Supplies-Instructional	230.58
P15-04358	Ventura Co Office Of Education	HR	Conf/Wkshop for Dr. Vaca on 6/3	100.00
P15-04360	CDW G	ENGLISH LEARNE	materials	168.31
P15-04361	BSN Sports	LEMONWOOD	MAT/SUPP- INSTRUCTIONAL	939.85
P15-04362	CDW G	IT	MATL/SUP	282.14
P15-04363	Department Of Industrial Relat	FACILITIES	SERV	125.00
P15-04365	Joe F Alvarez Tri County Rhino	FACILITIES	REPAIR	620.00
P15-04366	Ventura Co Office Of Education	SORIA	CONF(Instructional/Admin/ORC)	900.00
P15-04367	Digital Marketing Corp Digital Buyer	MCAULIFFE	MAT'L/SUPL-Instructional	302.45
P15-04368	El Pollo Norteno Inc	CURREN	MATL/SUPP - instructional	719.25
P15-04369	Association Of Two-Way & Dual	CURREN	conf - instructional	610.00
P15-04370	Ventura Co Office Of Education	CHAVEZ	BOOKS OTHER THAN TEXTBOOKS-INSTRUCTIONAL	259.20
P15-04371	Ventura Co Office Of Education	LEMONWOOD	Travel/Conference-Instruction	275.00
P15-04372	Mayer-Johnson LLC	HARRINGTON	materials & supplies - instructional	431.99
P15-04375	Ottavios Inc	CURREN	MATL/SUPP - instructional	996.00
P15-04378	Rochester 100, Inc	CURREN	matl/sup - instructional	372.60
P15-04379	Coast To Coast Computer Prod	CURREN	matl/sup - instructional	923.40
P15-04380	Universal Printing Sol, Inc	CURREN	matl/sup - instructional	304.48
P15-04382	Ventura Co Office Of Education	ENGLISH LEARNE	materials	950.40
P15-04383	Nasco Modesto	MCAULIFFE	MAT'L/SUPL-Instructional	382.51
P15-04384	Positive Promotions	CURREN	matl/sup - instructional	397.98
P15-04387	Hyatt Grand Champions Resort	HAYDOCK	CONF-ADMIN & INSTRUCTIONAL	876.96
P15-04389	ANAHEIM MARRIOTT	HARRINGTON	TRAVEL & CONFERENCE/INSTRUCTIONAL	537.48
P15-04390	Lakeshore Learning Materials-V	MARSHALL	MATL/SUPL-Instruction	313.10
P15-04391	Lakeshore Learning Materials-V	MCKINNA	Materials & Supplies/Instructional	99.27
P15-04393	Lakeshore Learning Materials-V	BREKKE	MATL/SUP - Instructional	234.82

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## Includes Purchase Orders dated 05/09/2015 - 06/09/2015 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P15-04395	Lakeshore Learning Materials-V	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	842.28
P15-04396	Lakeshore Learning Materials-V	MARSHALL	MATL/SUPL-Instructional	155.91
P15-04397	Lakeshore Learning Materials-V	MARSHALL	MATL/SUPL-Instructional	258.11
P15-04398	Jordanos Inc	CNS	materials / supplies	605.49
P15-04400	Jones School Supply Co Inc	BREKKE	MATL/SUP - Instructional	266.58
P15-04401	Nasco Modesto	ELM	Material/Supplies - Instruction	81.98
P15-04402	Demco Inc	BREKKE	MATL/SUP - Instructional	116.16
P15-04403	Demco Inc	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTION	17.61
P15-04406	Demco Inc	FREMONT	MAT/SUPP - INSTRUCTION	858.05
P15-04407	Sams Club 6455	ENGLISH LEARNE	Materials	160.92
P15-04409	Taylor And Francis Group, Llc	ENGLISH LEARNE	materials	927.72
P15-04416	Subway	ELM	Material/Supplies-Instructional	129.60
P15-04419	TRI COUNTY OFFICE FURNITURE	HR	MATL/SUPL	935.84
P15-04424	Edgewood Press, Inc	ELM	Material/supplies - Instructional	858.60
P15-04425	School Mate	MCAULIFFE	MAT'L/SUPL-Instructional	924.00
P15-04426	Therapy Shoppe Inc	MCAULIFFE	MAT'L/SUPL-Instructional	431.64
P15-04427	Therapro Inc	MCAULIFFE	MAT'L/SUPL-Instructional	49.03
P15-04429	Aswell Trophy And Engraving	SORIA	MATL/SUP Instructional	596.70
P15-04430	GL GROUP INC, BOOKSOURCE	SORIA	MATL/SUP Instructional	410.36
P15-04431	Sparks Program-Institutes	SORIA	CONF (Instructional)	459.00
P15-04432	Carson Dellosa Publishing Co	SORIA	MATL/SUP Instructional	189.09
P15-04437	Superior Sanitary Supplies	HARRINGTON	materials & supplies - admin	293.65
P15-04438	THOMAS THELEN	SORIA	MATL/SUP (Instructional)	485.64
P15-04440	Entertainment Direct LLC	SORIA	MATL/SUP (Instructional)	683.49
P15-04444	Academic Therapy Pub, Inc High Noon Books Arena Press	SORIA	BKS (Instructional)	344.47
P15-04446	Varidesk, LLC	FRANK	MATL/SUP - OFFICE	596.00
P15-04450	Best Buy	ENGLISH LEARNE	materials	30.24
P15-04451	Riverside Publishing Co	FRANK	MATL/SUP - INSTRUCTIONAL	66.26
P15-04452	RUBBER NECK SIGNS	RAMONA	Mat/Sup - Instruction	536.00
P15-04454	California Lutheran University	CHAVEZ	TRAVEL AND CONFERENCE-INSTRUCTIONAL	150.00
P15-04455	Scholastic Inc	RAMONA	Mat/Sup - Instruction	66.42
P15-04456	FAT BRAIN TOYS, INC	RAMONA	Mat/Sup - Instruction	20.07
P15-04457	Lakeshore Learning Materials-V	RAMONA	Mat/Sup - Instruction	56.13
P15-04458	Amazon Com	RAMONA	Mat/Sup - Instruction	15.11
P15-04459	Conn Education, Inc Classroom Library Company	CHAVEZ	BOOKS OTHER THAN TEXTBOOKS-INSTRUCTIONAL	269.70
P15-04461	Bookpal, LLC	CHAVEZ	BOOKS OTHER THAN TEXTBOOKS-INSTRUCTIONAL	226.15
P15-04462	KAPCO	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	624.56
P15-04465	UPS	ED SERVICES	Freight	100.00
P15-04466	Sheraton Carlsbad Resort & Spa	ED SERVICES	CONF	488.90
P15-04469	Trane-	FACILITIES	MATL/SUP	201.20
P15-04471	Gopher Sport	RAMONA	Mat/Sup - Instruction	94.14
P15-04472	Staples Direct	RAMONA	Mat/Sup - Instruction	8.62
P15-04474	Pesi, Inc	FREMONT	MAT/SUPP- INSTRUCTIONAL	183.59

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## Includes Purchase Orders dated 05/09/2015 - 06/09/2015 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P15-04477	CENTER FOR EDUCATION & EMPLOYMENT LAW	FREMONT	MAT/SUPP - ADMIN	109.95
P15-04480	Amazon Com	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	166.32
P15-04482	Amazon Com	BREKKE	MATL/SUP - Instructional	311.52
P15-04483	Nasco Modesto	KAMALA	Materials & Supplies-Instructional	255.97
P15-04484	Southwest School & Office Sup	HAYDOCK	MATLS/SUPPL-INSTRUCTIONAL	587.23
P15-04487	Barnes And Noble	MARSHALL	MATL/SUPL-Instructional	346.99
P15-04492	CUBICITY INC	MCKINNA	Materials & Supplies/Instructional	820.00
P15-04493	Aswell Trophy And Engraving	MCKINNA	Materials & Supplies/Instructional	270.86
P15-04495	CCAC Conference Registration A ttn: Linda Hunt	HR	Travel/Conf Registration Fee	879.36
P15-04496	ASCD	HR	MEMB/Renewal Membership for Dr. Vaca	89.00
P15-04497	Coastal Occupational Med Grp	HR	SERV/Rendered for employees	150.00
P15-04498	CUMMINS PACIFIC, LLC	TRANSPORTATIO	REPAIRS	588.65
P15-04500	ALCARAZ CATERING INC	ROSE	MATERIALS & SUPPLIES - ADMINISTRATION	165.24
P15-04504	Apple Computer Inc	IT	MATL/SUP	107.95
P15-04508	Lowe's	CHAVEZ	MATERIALS AND SUPPLIES-Instruction	40.00
P15-04510	Fresh & Fabulous Cafe-Bakery	ED SERVICES	MATL/SUP	200.00
P15-04511	City Of Oxnard	TRANSPORTATIO	SUPPLIES	162.00
P15-04512	Aswell Trophy And Engraving	HR	Supplies/Meeting held 5/16/15	384.75
P15-04513	ACSA	HR	Cionf/Travel ACSA Summer Retreat 6/24-6/26	249.00
P15-04514	Editorial Projects in Ed, Inc Education Week	HR	SERV/Job posting	395.00
P15-04515	Walmart	FREMONT	MAT/SUPP	500.00
P15-04517	School Specialty Inc	SIERRA LINDA	matl/sup - instructional	679.96
P15-04518	Southwest Airlines	HR	Travel/Conf to Sacramento on 10/13 thru 10/15	513.00
P15-04523	Jordanos Inc	CNS	4700 FOOD	500.39
P15-04525	Oriental Trading Co Inc	DRIFFILL	SUP/MATL-instructional	465.53
P15-04527	Smart And Final Iris Co	HR	Supplies/blmket PO	500.00
P15-04530	PizzaMan Dan's	SORIA	MATLS	115.89
P15-04532	Sams Club 6455	ROSE	MATL/SUPL	160.00
P15-04533	Pearson	HARRINGTON	BKS	156.91
P15-04534	WALLS OUTDOOR GOODS WILLIAMSON -DICKIE MFG CO	FREMONT	MATLS/ SUPL	151.16
P15-04535	Santa Barbara Zoo	MARSHALL	SERV	174.50
P15-04536	AMTRAK	MARSHALL	SERV	273.02
P15-04539	The Dana on Mission Bay	SORIA	CONF (Instructional)	593.11
P15-04540	School Specialty Inc	HARRINGTON	MATERIALS & SUPPLIES/INSTRUCTION	312.60
P15-04541	Batteries Plus	WAREHOUSE	Stores Supplies	474.34
P15-04543	Identification & Security Inte	WAREHOUSE	Stores Supplies	370.60
P15-04544	Sabor	HR	Supplies for meeting on 5/16	754.25
P15-04548	Xtreme Soccer	DRIFFILL	MATL/SUPL	327.24
P15-04549	Walmart	DRIFFILL	MATL/SUPL	165.00
P15-04550	Soap Man	TRANSPORTATIO	MATLS/SUP	54.97
P15-04551	BRAGG INVESTMENT COMPANIES INC COASTLINE EQUIPMENT CO	TRANSPORTATIO	REPAIR	157.50

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## Includes Purchase Orders dated 05/09/2015 - 06/09/2015 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P15-04552	Shaw Hr Consulting	HR	SERV	972.30
P15-04553	CDW G	CURREN	matl/sup - Instructional	140.75
P15-04554	Oriental Trading Co Inc	DRIFFILL	MATL/SUPL	343.52
P15-04563	Southwest School & Office Sup	WAREHOUSE	STORES	665.11
P15-04564	Lowe's	DRIFFILL	MATL/SUP	432.00
P15-04566	Costco Wholesale	DRIFFILL	MATL/SUP	437.91
P15-04567	Walmart	DRIFFILL	MATL/SUP	864.00
P15-04568	Jordanos Inc	CNS	MATL/SUP - McAuliffe	843.35
P15-04569	El Pollo Norteno Inc	MARINA	instr matl	83.70
P15-04570	Conejo Valley Botanic Garden	DRIFFILL	SERV	125.00
P15-04571	GIA ALLEN WICKED SCREEN PRINTING	MARSHALL	MATL/SUPPL-Instructional	270.00
P15-04573	Office Depot Bus Ser Div	FREMONT	MATL/SUP-(MSAP/FREMONT)	216.00
P15-04576	Ventura Co Office Of Education	BUDGET	SERV/GASB 68 Reports & Schedules	350.00
P15-04578	UPS - FREIGHT	TRANSPORTATION	freight	10.80
P15-04580	AMTRAK	DRIFFILL	travel	433.00
P15-04581	Jones School Supply Co Inc	CURREN	matl/sup - instructional	107.30
P15-04582	Calif Assn Of Latino Supt & Ad	HR	SERV	90.00
P15-04583	Los Angeles Zoo	MARSHALL	SERV	400.00
P15-04584	Ventura Co Office Of Education	MARSHALL	CONF	260.00
P15-04586	Aswell Trophy And Engraving	PUPIL SERVICES	MATL/SUP	253.85
P15-04587	Lakeshore Learning Materials-V	ED SERVICES	mtls-WHS deliver to McKinna PreK (Attn:AnaLilia V)	640.98
P15-04588	Lakeshore Learning Materials-V	ED SERVICES	mtls -WHS deliver to Erica M Jeronimo	779.75
P15-04592	BSN Sports	WAREHOUSE	Stores Supplies	77.76
P15-04593	All Phase Electric Supply	WAREHOUSE	Stores Supplies	204.01
P15-04594	Superior Sanitary Supplies	WAREHOUSE	Stores Supplies	365.58
P15-04600	Renaissance Palm Springs Hotel	HR	Conf/Travel	302.52
P15-04601	Marie Callender's	MARSHALL	MATLS/SUPL	371.21
P15-04602	ACSA	HR	CONF	299.00
P15-04603	OJAI RAPTOR CENTER	FREMONT	SERV	550.00
P15-04604	Office Depot Bus Ser Div	NFL	Materials/Supply	234.66
P15-04606	Aaron Brothers, Inc	HR	instr matl	400.00
P15-04607	School Tech Supply	MCAULIFFE	instr matls	210.70
P15-04609	Marie Callender's	MARSHALL	MATLS/SUPL	489.02
P15-04610	Julie Tumamait Stenslie	DRIFFILL	MATLS/SUPL	175.00
P15-04611	US School Supply Inc	ENGLISH LEARNE	MATLS/SUPL	955.92
P15-04612	Toy Depot Inc	ENGLISH LEARNE	MATL/SUPL	275.10
P15-04613	Smile Makers Inc	ENGLISH LEARNE	MATL/SUPL	160.77
P15-04614	Aswell Trophy And Engraving	ENGLISH LEARNE	MAT/SUPL	635.04
P15-04615	REGENTS OF UNIV OF CA RIVERSIDE	ENGLISH LEARNE	CONF	330.00
P15-04616	Ventura Co Office Of Education	DRIFFILL	Conf-instruction	75.00
P15-04617	Discount School Supply	NFL	NfL/MATL-SUP	83.47
P15-04621	JANICE H. LINDSAY	MCKINNA	SERV	180.00
P15-04622	Scholastic Inc	MARINA	BKS-Instructional	380.25
P15-04623	Myers Stevens And Toohey And	SORIA	Serv-instruction	693.00
P15-04624	Ventura Co Office Of Education	KAMALA	Conference/Travel -admin	54.00
P15-04625	Ventura Co Office Of Education	CURREN	CONF	135.00

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## Includes Purchase Orders dated 05/09/2015 - 06/09/2015 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount	
P15-04626	Tri-County Education Coalition	SUPERINTENDEN	MEMB	100.00	
P15-04628	SHRED-IT USA LLC	MARSHALL	SERV - instruction	50.00	
P15-04629	Ventura Co Office Of Education	MARSHALL	CONF	450.00	
P15-04630	Rochester 100, Inc	MARSHALL	MATLS	745.20	
P15-04631	HYATT REGENCY SUITES- PALM SPR INGS	ENGLISH LEARNE	CONF	747.56	
P15-04635	Ventura Co Office Of Education	ED SERVICES	Registration	275.00	
P15-04636	Smart And Final Iris Co	MCKINNA	MATL/SUP	300.00	
P16-00009	La Casa De Maria	PUPIL SERVICES	CONF	425.00	
P16-00012	Hilton Sacramento Arden West	HR	CONF/ CCAC	929.64	
P16-00013	Div Of The State Architect	FACILITIES	SVC	.00	
P16-00016	Renaissance Palm Springs Hotel	HR	Conf/Travel	302.52	
P16-00021	ALPS GROUP 1 INC HOLIDAY INN C ARLSBAD	HR	CONF/ 10/1 THUR 10/2 EXCEL WORKSHOP	556.00	
P16-00030	Coastal Occupational Med Grp	TRANSPORTATIO	PHYSICALS	500.00	
P16-00038	Costco Wholesale	HR	Supplies/ Blanet PO for 2015-2016 School Year	540.00	
P16-00039	Fresh & Fabulous Cafe-Bakery	HR	Supp/Blanket PO for 2015-2016 School Year	540.00	
P16-00040	Marie Callender's	HR	Supp/Blanket PO for 2015-2016 School Year	756.00	
P16-00041	Smart And Final Iris Co	HR	Supplies/Blanket PO for School Year 2015-2016	540.00	
P16-00042	Staples Direct	HR	Supplies/Blanket PO for School Year 2015-2016	540.00	
P16-00043	Tom Rey Garcia dba/ Tomas Cafe & Gallery	HR	Supplies/Blanket PO for School Year 2015-2016	540.00	
P16-00044	Vallarta	HR	Supp/Blanket PO for School Year 2015-2016	540.00	
P16-00045	Cj's Barbecue	HR	Supplies/Blanket PO for School Year 2015-2016	540.00	
P16-00046	Bg's Coffee Shop	HR	Supplies/Blanket PO for School Year 2015-2016	540.00	
P16-00047	Bj's Restaurant #423 Attn: Ada m Reide	HR	Supp/Blanket PO for School Year 2015-2016	540.00	
P16-00048	Fred Pryor Seminars	HR	CONF/ Oct.1-2 Tammie Allen, Anna Gutierrez	399.98	
P16-00050	Aswell Trophy And Engraving	SUPERINTENDEN	MATL/SUP	800.00	
P16-00052	Tom Rey Garcia dba/ Tomas Cafe & Gallery	SUPERINTENDEN	MATLS/SUP	500.00	
P16-00055	HEAR & C	PUPIL SERVICES	Repair	350.00	
P16-00056	Malcolite Corporation	FACILITIES	Mat/sup	540.00	
P16-00057	Capp Inc	FACILITIES	matl/sup	540.00	
P16-00075	Drapery Affair The Floor Store	FACILITIES	Mat/SUP	.00	
P16-00095	J Harris Ind Water Treamt, Inc Puretec Industrial Water	TRANSPORTATIO	PROFESSIONAL SERVICES	648.00	
P16-00096	Praxair Distribution Inc	TRANSPORTATIO	SUPPLES	540.00	
P16-00103	Soap Man	TRANSPORTATIO	SUPPLIES	540.00	
P16-00105	Pep Boys	FACILITIES	MAT/SUP	540.00	
<b>Total Number of POs</b>			<b>343</b>	<b>Total</b>	<b>123,549.27</b>

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**Includes Purchase Orders dated 05/09/2015 - 06/09/2015 \*\*\***

**Fund Recap**

<b>Fund</b>	<b>Description</b>	<b>PO Count</b>	<b>Amount</b>
010	GENERAL FUND	309	106,232.24
120	CHILD DEVELOPMENT FUND	2	1,420.73
130	CAFETERIA FUND	5	2,169.16
		<b>Total Fiscal Year 2015</b>	<b>109,822.13</b>
010	GENERAL FUND	27	13,727.14
		<b>Total Fiscal Year 2016</b>	<b>13,727.14</b>
		<b>Total</b>	<b>123,549.27</b>

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Includes Purchase Orders dated 05/09/2015 - 06/09/2015 \*\*\*

## PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
CNP15-00145	23,024.66	130-4700	CAFETERIA FUND/FOOD	3.93
P14-00121	2,439,094.22	213-5100	BOND FUND MEASURE R 2012/PROFESSIONAL/CONSU	176,188.08-
P15-00021	1,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	300.00
P15-00316	2,600.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	100.00
P15-00340	3,140.00	120-4300	CHILD DEVELOPMENT FUND/MATERIALS AND SUPPLIE	280.00
P15-00409	2,700.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	600.00
P15-00653	1,200.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	200.00
P15-00725	1,800.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	249.86
P15-00728	4,150.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00
P15-00748	1,648.62	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	385.00
P15-00749	1,633.54	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	466.17
P15-00779	1,300.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	150.00
P15-00863	4,690.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	554.00
P15-00927	7,146.99	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	955.62-
P15-00935	7,020.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	631.24-
P15-00972	1,280.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	764.00
P15-01591	2,370.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	506.00
P15-01686	550.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	149.81
P15-01711	700.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	200.00
P15-01846	2,880.00	010-4318	GENERAL FUND/COMPUTER SUPPLIES AND SOFTWAR	814.46
P15-02097	4,606.30	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	525.71-
P15-02338	5,567.93	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	625.00
P15-02561	760.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	620.00
P15-03260	700.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00
P15-03836	1,591.51	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	5.13-
P15-03927	864.00	010-5632	GENERAL FUND/REPAIRS	324.00
P15-03993	123.01	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	22.43-
P15-04229	1,563.68	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	257.46-
P15-04478	13,608.64	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	4.40-
			<b>Total PO Changes</b>	<b>170,297.84-</b>

Information is further limited to: (Maximum Amount = 999.99)

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## Includes Purchase Orders dated 05/09/2015 - 06/09/2015 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
CNP15-00150	Gold Star Foods	CNS	stores	24,243.46
CNP15-00151	Jordanos Inc	CNS	stores	7,331.57
CNP15-00152	P And R Paper Supply Co	CNS	stores	5,109.04
CNP15-00153	Gold Star Foods	CNS	stores	20,259.16
CNP15-00154	Sysco Food Services Of Ventura	CNS	stores	1,698.40
CNP15-00155	P And R Paper Supply Co	CNS	stores	4,239.33
CNP15-00156	Jordanos Inc	CNS	stores	4,928.61
CNP15-00157	Gold Star Foods	CNS	stores	14,908.09
CNP15-00158	Jordanos Inc	CNS	stores	7,360.44
CNP15-00159	P And R Paper Supply Co	CNS	stores	6,103.53
CNP15-00160	Gold Star Foods	CNS	stores	18,196.35
CNP15-00161	Jordanos Inc	CNS	stores	2,749.94
CNP15-00162	P And R Paper Supply Co	CNS	stores	3,327.01
P15-02848	Jordanos Inc	CNS	4300 - MAT/SUP- 4400/ EQUIPMENT	2,032.81
P15-03696	Atlas Pen & Pencil, LLC	FRANK	Mat/Sup - Instructional	1,099.93
P15-03911	Amazon Com	RAMONA	Mat/Sup - Instruction	2,691.94
P15-03943	It's Elementary	KAMALA	Materials & Supplies-Instructional	1,740.92
P15-04114	Assistance League School	PUPIL SERVICES	SVC (JP121111)	2,940.00
P15-04116	Scholastic Inc	RAMONA	MAT/SUP - Instruction	1,872.50
P15-04117	ADVANCED CLASSROOM TECHNOLOGIE S, INC	BREKKE	Equipment - Instructional	3,240.00
P15-04119	Hilton Palm Springs	KAMALA	Travel & Conference-Instructional	1,047.48
P15-04122	Destin Thomas Communications I	FRANK	Mat/Sup - Admin	4,327.56
P15-04125	Vista Ford Of Oxnard	FACILITIES	Equipment	58,856.05
P15-04127	Pearson Education	ERC	Textbooks	41,389.82
P15-04128	Pearson Education	ERC	Textbooks	45,143.38
P15-04129	Pearson Education	ERC	Textbooks	54,396.03
P15-04130	Pearson Education	ERC	Textbooks	99,720.03
P15-04131	Pearson Education	ERC	Textbooks	161,269.50
P15-04132	Pearson Education	ERC	Textbooks	45,190.79
P15-04133	Pearson Education	ERC	Textbooks	32,311.02
P15-04134	Pearson Education	ERC	Textbooks	59,612.69
P15-04135	Pearson Education	ERC	Textbooks	120,505.96
P15-04136	Office Depot Bus Ser Div	KAMALA	Mterials & Supplies-Instructional	3,207.97
P15-04139	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	3,296.53
P15-04140	Pioneer Chemical Co	WAREHOUSE	Stores Supplies	1,310.26
P15-04142	Unisource Worldwide, Inc	WAREHOUSE	Stores Supplies	3,991.14
P15-04143	Blick Art Materials	FRANK	MATL/SUP - INSTRUCTIONAL	1,176.29
P15-04144	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	7,318.21
P15-04146	Printech	WAREHOUSE	Stores Supplies	2,042.50
P15-04147	Ballard and Tighe Publishers	ENGLISH LEARNE	materials	24,202.80
P15-04149	Apple Computer Inc	ASSESS ACCOUN	EQUIP	6,810.60
P15-04150	Div Of The State Architect Att n: HQ Cashier	BUSINESS	DSA Plan Check fees - CONST	1,442.88
P15-04154	VEX Robotics, Inc	FRANK	MATLS/SUPL-(MSAP/DUBOIS)	25,625.04
P15-04155	School Tech Supply	ED SERVICES	Computer Equipment	31,990.93
P15-04156	School Tech Supply	FRANK	Comp Sup/Equip - Instructional	18,931.20
P15-04167	ADORAMA INC	FRANK	MATL/SUP-(MSAP/DU BOIS)	1,019.51
P15-04168	ADORAMA INC	FREMONT	MATL/SUP-(MSAP/ZIMMERMANN)	1,019.51

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## Includes Purchase Orders dated 05/09/2015 - 06/09/2015 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P15-04169	ADORAMA INC	HAYDOCK	MATL/SUP-(MSAP/RASKIN)	1,019.51
P15-04172	Amazon Com	MCKINNA	Materials & Supplies/Instructional	1,574.35
P15-04179	Flinn Scientific Inc	FRANK	MATL/SUPL- (MSAP/DU BOIS)	1,549.63
P15-04180	Document Tracking Services Llc	BUSINESS	Serv	1,911.06
P15-04184	Dell Direct Sales Lp	HAYDOCK	EQUIPT-OFFICE	3,581.88
P15-04185	Dell Direct Sales Lp	TRANSPORTATIO	SUPPLIES	1,762.43
P15-04188	Dell Direct Sales Lp	FREMONT	EQUIP- INSTRUCTIONAL	4,781.70
P15-04189	Dell Direct Sales Lp	MCKINNA	Computer Equipment	15,087.55
P15-04190	Perma Bound Books	CHAVEZ	BOOK OTHER THAN TEXTBOOKS-INSTRUCTIONAL	9,818.22
P15-04191	Perma Bound Books	CHAVEZ	BOOKS OTHER THAN TEXTBOOKS-INSTRUCTION	10,000.25
P15-04195	CDW G	HARRINGTON	Materials & supplies - instructional	2,252.82
P15-04196	Apple Computer Inc	CHAVEZ	SERV-Instruction	1,000.00
P15-04198	Petroleum Telcom Inc DBA Telecom	MARSHALL	MATL/SUPL-Instruction	1,210.80
P15-04200	ADVANCED CLASSROOM TECHNOLOGIE S, INC	MCKINNA	Computer Equipment-instruction	2,214.44
P15-04203	Gopher Sport	FREMONT	MAT/SUP-INSTRUCTIONAL	2,012.51
P15-04210	Los Angeles Co Office Of Ed	MCAULIFFE	SERV-Instructional	25,001.00
P15-04211	Perma Bound Books	MARSHALL	BOOKS OTHER THEN TEXTBKs-Instructional	4,196.77
P15-04213	Nationwide Learning LLC	HAYDOCK	MATLS/SUPPL-INSTRUCTIONAL	2,844.72
P15-04215	Concepts School & Office Furn	HAYDOCK	MATLS/SUPPL-INSTRUCTIONAL	4,243.65
P15-04217	The Boomerang Project	HAYDOCK	CONF/TRAVEL-counseling	2,770.00
P15-04218	The Boomerang Project	ED SERVICES	CONF	11,080.00
P15-04219	Endless Choices	HAYDOCK	PROF/SERV-INSTRUCTIONAL (BAND)	1,733.02
P15-04220	ACP Direct	HAYDOCK	MATLS/SUPPL-INSTRUCTIONAL	1,942.92
P15-04224	Amazon Com	HAYDOCK	MATLS/SUPPL-INSTRUCTIONAL (ELD)	1,726.70
P15-04225	Red Schoolhouse Software	ED SERVICES	SERV	3,956.50
P15-04226	California Lutheran University	ED SERVICES	CONF	4,000.00
P15-04227	Sehi Computer Products Inc	HAYDOCK	MATLS/SUPPL-INSTRUCTIONAL	3,661.20
P15-04229	Amazon Com	SORIA	MATL/SUP Instructional	1,563.68
P15-04230	Amazon Com	SORIA	MATL/SUP Instructional	1,146.07
P15-04242	Sharp Int, Inc	HAYDOCK	PROF/SVS-INSTRUCTIONAL	1,175.00
P15-04245	School Outfitters	HAYDOCK	MATLS/SUPPL-Instruction	13,071.54
P15-04247	Ballard and Tighe Publishers	ENGLISH LEARNE	materials	2,643.84
P15-04249	GASPAR RIVERA-SALGADO	HR	SERV	1,500.00
P15-04250	Pacific Northwest Publishing	SORIA	MATL/SUP (Instructional)	1,430.06
P15-04258	Xpedx Paper Co	GRAPHICS	Materials and Supplies	4,907.43
P15-04260	US School Supply Inc	SIERRA LINDA	matl/sup - instructional	1,998.86
P15-04263	Sparks Program-Institutes	SIERRA LINDA	matl/sup - Instructional	7,063.03
P15-04278	Jordanos Inc	CNS	EQUIPMENT- Food Services	4,365.38
P15-04280	The Breakthrough Coach	HR	CONF/TRAVEL	6,450.00
P15-04285	Scholastic Inc	MARSHALL	MATL/SUPL-Instructional	3,630.20
P15-04287	The Outdoor School	MARSHALL	SERV-Instructional	22,288.00
P15-04288	The Outdoor School	MARSHALL	SERV-Instructional	1,500.00
P15-04291	Oriental Trading Co Inc	LEMONWOOD	MAT/SUP- INSTRUCTIONAL	1,080.00
P15-04292	ADVANCED CLASSROOM TECHNOLOGIE S, INC	ROSE	EQUIPMENT - INSTRUCTIONAL	10,629.60

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## Includes Purchase Orders dated 05/09/2015 - 06/09/2015 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P15-04300	Amazon Com	SORIA	MATL/SUP (Instructional)	2,762.64
P15-04302	Petroleum Telcom Inc DBA Telecom	DRIFFILL	SUPP-instructional	2,392.40
P15-04308	Scholastic Book Fairs	HARRINGTON	BKS - instructional	1,380.00
P15-04310	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Instructional	1,210.03
P15-04313	Scholastic Inc	MCKINNA	Books Other Than Textbooks/Instructional	2,413.80
P15-04316	Perma Bound Books	SORIA	BKS (Instructional)	1,175.47
P15-04317	Scholastic Inc	SORIA	BKS (Instructional)	1,186.68
P15-04319	Perma Bound Books	RITCHEN	MATL/SUP-INSTRUCTIONAL	2,308.82
P15-04320	Perma Bound Books	MCAULIFFE	BKS-Instructional	5,069.45
P15-04322	Scholastic Book Fairs	CHAVEZ	BOOKS OTHER THAN TEXTBOOKS-INSTRUCTIONAL	1,000.00
P15-04323	Scholastic Inc	BREKKE	MATL/SUP - Instructional	3,626.38
P15-04326	Staples Direct	IT	MATL/SUP	2,235.47
P15-04327	Perma Bound Books	MARSHALL	BOOKS OTHER THEN TEXTBKS-Instructional	22,352.10
P15-04328	Cambium Learning Inc	MCKINNA	serv-instruction	1,272.01
P15-04330	Blick Art Materials	FRANK	Matl/Sup - Instructional	1,496.23
P15-04331	MCT Trailers	FACILITIES	Equipment	7,529.20
P15-04333	Gopher Sport	FRANK	MATL/SUP - INSTRUCTIONAL	3,157.34
P15-04335	School Outfitters	HARRINGTON	materials & supplies - instructional	3,196.21
P15-04336	Dell Direct Sales Lp	HARRINGTON	Computer equipment-instructional	3,515.64
P15-04337	Positive Promotions	HARRINGTON	materials & supplies - admin	1,186.27
P15-04339	Dell Direct Sales Lp	ENGLISH LEARNE	materials/equipment	1,548.66
P15-04340	Dell Direct Sales Lp	PUPIL SERVICES	Equip	1,552.42
P15-04342	Dell Direct Sales Lp	CHAVEZ	COMPUTER EQUIPMENT- Instruction	5,388.42
P15-04343	Vida Newspaper	SUPERINTENDEN	SERV	6,480.00
P15-04344	Santillana Usa Publishing	HARRINGTON	BKS-Instruction	1,699.80
P15-04347	Peaceful Playgrounds	HARRINGTON	materials & supplies - instructional	4,838.79
P15-04349	Extreme Clean	WAREHOUSE	Stores Supplies	2,340.90
P15-04350	Superior Sanitary Supplies	WAREHOUSE	Stores Supplies	1,078.27
P15-04351	Unisource Worldwide, Inc	WAREHOUSE	Stores Supplies	2,282.85
P15-04352	Dell Direct Sales Lp	RITCHEN	MATL/SUP-INSTRUCTIONAL	2,522.62
P15-04354	Nasco Modesto	KAMALA	Materials & Supplies-Instructional	1,076.11
P15-04355	Imagestuff Com	KAMALA	Materials & Supplies-Instructional	1,729.08
P15-04356	Island Packers Co	MCAULIFFE	SERV-Instructional	1,450.00
P15-04357	Plaza14 North American Cinem	DRIFFILL	SERV-instructional	1,188.00
P15-04359	CDW G	DRIFFILL	COMP EQUIP / MATL/SUPP-Instruction	6,416.44
P15-04364	Div Of The State Architect	FACILITIES	SERV	1,276.31
P15-04373	The Ware Group Inc	HARRINGTON	SERV- instruction	7,000.00
P15-04376	School Mate	CURREN	matl/sup - instructional	2,375.00
P15-04377	Newsela, Inc	CURREN	serv - instructional	6,480.00
P15-04381	HYATT REGENCY MISSION BAY SPA & MARINA	HAYDOCK	CONF/TRAVEL-ADMIN	1,277.00
P15-04385	Ventura Co Office Of Education	PUPIL SERVICES	CONF	1,300.00
P15-04386	Island Packers Co	MCAULIFFE	SERV-Instructional	4,355.00
P15-04388	ADVANCED CLASSROOM TECHNOLOGIE S, INC	MCKINNA	Materials & Supplies/Instructional	1,967.04
P15-04392	Lakeshore Learning Materials-V	MARSHALL	MATL/SUPL-Instructional	1,771.37

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## Includes Purchase Orders dated 05/09/2015 - 06/09/2015 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P15-04394	Lakeshore Learning Materials-V	ENGLISH LEARNE	materials	13,528.17
P15-04399	Hilton Palm Springs	ENGLISH LEARNE	travel and conference	1,048.08
P15-04404	Nasco Modesto	MARSHALL	MATL/SUPL-Instructional	2,937.01
P15-04405	Studies Weekly	BREKKE	MATL/SUP - Instructional	8,102.23
P15-04408	Oxford University Press Usa	ENGLISH LEARNE	materials	2,446.42
P15-04410	Pearson Education	ENGLISH LEARNE	materials	13,117.05
P15-04411	TRI COUNTY OFFICE FURNITURE	ENGLISH LEARNE	materials	4,741.42
P15-04412	TRI COUNTY OFFICE FURNITURE	ENGLISH LEARNE	materials	1,495.50
P15-04413	Association Of Two-Way & Dual	ENGLISH LEARNE	travel and conference	1,070.00
P15-04414	Ballard and Tighe Publishers	ENGLISH LEARNE	materials	75,513.60
P15-04415	Pearson Education	ENGLISH LEARNE	materials	13,843.33
P15-04417	Ballard and Tighe Publishers	ENGLISH LEARNE	materials	28,908.82
P15-04418	TEACHER CREATIVE MATERIALS INC	ENGLISH LEARNE	materials	8,106.33
P15-04420	VENTURA COUNTY ARTS COUNCIL	MARSHALL	SERV/DONATION	6,900.00
P15-04421	SAFE & CIVIL SCHOOLS	ED SERVICES	SERV	10,000.00
P15-04422	US School Supply Inc	ELM	Material/Supplies - Instructional	1,034.37
P15-04423	Imagestuff Com	ELM	Materials/Supplies - Instructional	6,167.38
P15-04428	Night Hawks Custom Screen	SORIA	MATL/SUP (Instructional)	1,188.00
P15-04433	Underwood Family Farms	SORIA	SERV (Instructional)	1,500.08
P15-04434	Dagan Sales And Marketing Inc	SORIA	MATL/SUP Instructional	2,376.00
P15-04435	Jostens, Inc	SORIA	SUPL/MATL (Instructional)	1,393.20
P15-04436	Cengage Learning, Inc	SORIA	MATL/SUP Instrtional	3,080.16
P15-04439	Brad Ranola Anacapa Ukulele	SORIA	MATL/SUP (Instructional)	1,134.00
P15-04441	Greenfield Learning Inc	SORIA	SERV (Instructional)	8,500.00
P15-04442	S & S WORLDWIDE, INC	LEMONWOOD	MAT/SUPP- INSTRUCTIONAL	2,957.45
P15-04443	Gopher Sport	LEMONWOOD	MAT/SUPP- INSTRUCTIONAL	3,651.79
P15-04445	LightSail Inc	SORIA	SERV (Instructional)	12,500.00
P15-04447	Ventura Co Office Of Education	PUPIL SERVICES	SERV (DR031106)	17,922.05
P15-04448	Manchester Grand Hyatt	DRIFFILL	CONF-instructional/ admin	3,468.01
P15-04449	Sams Club 6455	FRANK	MATL/SUP - INSTRUCTIONAL	2,198.99
P15-04453	Sopris West Educational Serv	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	1,079.95
P15-04460	Troxell Communications, Inc	CHAVEZ	NON-CAPITALIZED EQUIPMENT-INSTRUCTIONAL	4,406.40
P15-04463	Aztec Technology Corp	FRANK	Non-Cap Equip - Instructional	3,969.00
P15-04464	Decker Equipment	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	3,808.89
P15-04467	Apple Computer Inc	IT	INSTR MATL	305,190.00
P15-04468	CDW G	IT	INSTR MATL	22,456.98
P15-04470	SignMasters, Inc	HR	Supplies/Signage for HR office	1,173.80
P15-04473	Bookpal, LLC	FREMONT	BOOKS OTHER THAN TEXTBOOKS-Instruction	2,860.94
P15-04475	Discovery Education Inc	FREMONT	SERV - INSTRUCTIONAL	7,410.00
P15-04476	IV CARLOS INC TACOS DON CHENTE	FREMONT	MATL/SUPP-INSTRUCTIONAL	1,300.00
P15-04478	DELTA EDUCATION	RAMONA	Mat/Sup - Instruction (LCFF 1g)	13,608.64
P15-04479	Troxell Communications, Inc	FRANK	EQUIP/ MATL/SUP - INSTRUCTIONAL	5,378.40

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## Includes Purchase Orders dated 05/09/2015 - 06/09/2015 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P15-04481	DELTA EDUCATION	CHAVEZ	PROFESSIONAL CONS/MATLS AND SUPP-INSTRUCTIONAL	11,447.24
P15-04485	Handwriting Without Tears	MARSHALL	MATL/SUPL-Instructional	1,081.88
P15-04486	Constructive Playthings	MARSHALL	MATL/SUPL-Instructional	1,522.55
P15-04488	California Pizza Kitchen	MARSHALL	MATL/SUPL-Instruction	1,075.26
P15-04489	Barnes And Noble	MARSHALL	BKS-Instructional	2,223.64
P15-04490	AccuCut, LLC	MARSHALL	MATL/SUPL-Instructional	1,188.00
P15-04491	Perma Bound Books	FREMONT	BKS - INTRUCTION	7,585.01
P15-04494	Sokikom	MCKINNA	serv-instructional	7,500.00
P15-04499	Total Compensation Systems Inc	BUDGET	SRVS/Contract Agreement	7,200.00
P15-04501	Acorn Paper Products Co	WAREHOUSE	Stores Supplies	1,157.70
P15-04502	ALTERNATIVE DIGITAL PRINTING	WAREHOUSE	Stores Supplies	1,043.28
P15-04503	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	5,746.08
P15-04505	Southwest School & Office Sup	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	1,008.70
P15-04506	DELTA EDUCATION	ENGLISH LEARNE	MATERIALS	31,676.76
P15-04507	DELTA EDUCATION	RITCHEN	MATL/SUP-INSTRUCTIONAL	9,919.76
P15-04509	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	1,737.13
P15-04516	EPS Literacy & Intervention	SIERRA LINDA	SERV-Instruction	5,640.00
P15-04519	School Tech Supply	DRIFFILL	EQUIPMENT-Instructional	59,501.25
P15-04520	Lakeshore Learning Materials-V	MARSHALL	MATL/SUPP-Instruction	1,048.44
P15-04522	Jostens, Inc	FREMONT	MATLS/SUP	2,000.00
P15-04524	Association For Middle Level Ed	HAYDOCK	CONF/TRAVEL-ADMIN	1,900.00
P15-04526	Concepts School & Office Furn	FREMONT	MAT/SUPP - INSTRUCTIONAL/OFFICE	7,422.02
P15-04528	Constance Marie Halpern Mrs Fi gs Bookworm	DRIFFILL	BKS-instructional	9,585.99
P15-04529	School Tech Supply	ED SERVICES	Computer Supplies / Equipment	14,737.18
P15-04531	Gopher Sport	FRANK	MATL/SUPL	1,006.91
P15-04537	Jordanos Inc	CNS	MATLS /SUP	2,647.92
P15-04538	Aswell Trophy And Engraving	ED SERVICES	MATL/SUP	1,512.00
P15-04542	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	3,694.90
P15-04545	eSchool Solutions	HR	SERV	9,950.00
P15-04546	Santa Barbara Airbus	DRIFFILL	MATL/SUPL	3,588.00
P15-04547	Jostens, Inc	DRIFFILL	MATL/SUPL	2,041.20
P15-04555	California Science Center	DRIFFILL	SERV-instructional	1,573.75
P15-04556	Extreme Clean	WAREHOUSE	Stores Supplies	3,969.00
P15-04557	Hillyard Inc	WAREHOUSE	Stores Supplies	2,757.78
P15-04558	Csea Chapter 272	HR	instr matl	1,477.18
P15-04559	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	2,090.56
P15-04560	Lakeshore Learning Materials-V	NFL	Materials/Supplies	1,493.32
P15-04561	Alta Dena	NFL	Materials/Supplies	1,000.00
P15-04562	Peap	ED SERVICES	Materials - Graduation	2,963.60
P15-04565	Party City	DRIFFILL	MATL/SUP	1,620.00
P15-04572	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	5,564.85
P15-04574	Encore Repair Services, Inc	IT	REPAIR	4,879.00
P15-04575	Encore Repair Services, Inc	IT	REPAIR	1,547.00
P15-04577	Ventura Co Office Of Education	ED SERVICES	CONF	5,000.00
P15-04579	Ventura Co Office Of Education	MCKINNA	serv/instructional	1,475.00
P15-04585	Adam Cottle dba/ Austin & Kale n Env Consultants	RISK MGMT	SERV	1,140.00

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## Includes Purchase Orders dated 05/09/2015 - 06/09/2015 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P15-04589	Lakeshore Learning Materials-V	ED SERVICES	mtls- Deliver to Rose Prek (Attn: Rosio Flores)	1,325.05
P15-04590	Twining, Inc	FACILITIES	SERV	4,360.00
P15-04591	The Bodine Group	HR	SERV	25,000.00
P15-04595	Unisource Worldwide, Inc	WAREHOUSE	Stores Supplies	9,148.62
P15-04596	Association Of Two-Way & Dual	ELM	Conf-instruction	3,726.00
P15-04597	Ventura Co Office Of Education	SORIA	CONF-instruction	1,045.00
P15-04598	Ventura Co Office Of Education	ED SERVICES	SERV	5,000.00
P15-04599	Blick Art Materials	ASES	MATLS/SUPL	8,760.73
P15-04605	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	2,485.67
P15-04608	KENCO CONSTRUCTION SVCS INC	FACILITIES	SERV	6,500.00
P15-04618	Pacific Northwest Publishing	CURREN	MATL/SUP	3,415.50
P15-04619	Amazon Com	ENGLISH LEARNE	Instr Matl	1,710.18
P15-04620	EARTH SYSTEMS SO CALIFORNIA	FACILITIES	SERV (CONCRETE SLAB TEST-MAR)	2,750.00
P15-04627	1-On-1 Learning With Laptops	ASES	SVC	30,931.97
P15-04632	Hilton Palm Springs	ENGLISH LEARNE	CONF	1,706.01
P15-04633	Association Of Two-Way & Dual	ENGLISH LEARNE	CONF	2,300.00
P15-04634	PRO INSTALLATIONS INC dba/ PRO SPECTRA CONTRACT FLOORING	FACILITIES	REPAIR (FLOORING AT MARSHALL)	96,415.00
P16-00006	Smart And Final Iris Co	SUPERINTENDEN	MATLS/SUP	1,000.00
P16-00007	School Employers Assoc Of Ca	BUSINESS	CONF/MEMB	2,236.00
P16-00010	Sheraton Carlsbad Resort & Spa	SUPERINTENDEN	CONF	1,355.65
P16-00011	INTERCONTINENTAL- THE CLEMENT MONTEREY	ED SERVICES	CONF	1,958.65
P16-00014	Diane Turini-Mize	PUPIL SERVICES	SVC/MEDI-CAL	92,000.00
P16-00015	Joe F Alvarez Tri County Rhino	FACILITIES	MATL/SUP	1,620.00
P16-00018	Ventura Co Office Of Education	BUSINESS	SERV	63,800.50
P16-00019	EDUCATIONAL DESIGN, LLC	MARSHALL	TRAVL/CONF-Instruction	1,770.00
P16-00022	ARCHITECTURAL SHEET METAL INC	FACILITIES	BOND/SVC (FRE-SHEET METAL)	24,800.00
P16-00023	Drapery Affair The Floor Store	FACILITIES	BOND/SVC (FRE-TACK WALL BLDG 800)	24,407.00
P16-00026	A Z Bus Sales Inc	TRANSPORTATIO	MATERIALS & SUPPLIES	32,400.00
P16-00027	Cal Coast Machinery Inc	TRANSPORTATIO	SUPPLIES	8,640.00
P16-00028	Cintas Corp #684	TRANSPORTATIO	UNIFORM RENTALS	10,800.00
P16-00029	Central Drug System Inc	TRANSPORTATIO	DRUG SCAN	1,500.00
P16-00031	Daniels Tire Service	TRANSPORTATIO	TIRES & REPAIRS	10,800.00
P16-00032	Franklin Truck Parts Inc	TRANSPORTATIO	MATERIALS & SUPPLIES	5,400.00
P16-00033	Greg's Petroleum Service, Inc	TRANSPORTATIO	OIL FOR BUSES	10,800.00
P16-00034	HI-LINE INC	TRANSPORTATIO	SUPPLIES & MATERIALS	3,240.00
P16-00035	O'REILLY AUTOMOTIVE STORES	TRANSPORTATIO	MATERIALS & SUPPLIES	8,640.00
P16-00036	Voyager Fleet Systems Inc	TRANSPORTATIO	FUEL	21,600.00
P16-00037	ACSA	HR	PUBS/Recruitmernt	1,000.00
P16-00049	California School Boards Assoc	SUPERINTENDEN	MEMB	16,016.00
P16-00051	Office Depot Bus Ser Div	SUPERINTENDEN	MATLS/SUP	1,000.00
P16-00053	Banc Of America Leasing	BUDGET	DEBT SVC	356,348.78
P16-00054	Banc Of America Leasing	BUDGET	DEBT SVC	468,168.13
P16-00058	Amer Fidelity Assurance Co	BUSINESS	SERV	15,095.00

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## Includes Purchase Orders dated 05/09/2015 - 06/09/2015 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P16-00059	JONES-CAMPBELL CO., INC. JONES -CAMPBELL CO.	RITCHEN	EQUIP (CAFETERIA TABLES)	19,555.56
P16-00060	Keyboard Concepts, Inc	HARRINGTON	BOND/EQUIP/MATL-SUP(PIANO LAB)	42,588.72
P16-00061	Pyro Comm Systems Inc	FACILITIES	Mat/sup	1,080.00
P16-00062	Cemex Constr Matls Pac, LLC	FACILITIES	Mat/sup	2,160.00
P16-00063	Kyle Fraas dba Midway Applianc es Parts	FACILITIES	MATL/SUP	5,400.00
P16-00064	United Refrigeration Inc	FACILITIES	mat/sup	5,400.00
P16-00065	Taylor's Steel And Welding	FACILITIES	mat/sup	1,080.00
P16-00066	Diamond A Equipment	FACILITIES	MAT/SUP	2,160.00
P16-00067	Ahern Rentals	FACILITIES	Rental/Lease	4,320.00
P16-00068	Chapins Equip Rentals	FACILITIES	MAT/SUP	2,160.00
P16-00069	Ventura Pest Control	FACILITIES	SERV	5,400.00
P16-00070	Allcable Inc	FACILITIES	Mat/sup	5,400.00
P16-00071	All Phase Electric Supply	FACILITIES	Mat/sup	5,400.00
P16-00072	Grainger Inc	FACILITIES	Mat/sup	5,400.00
P16-00073	Grainger Inc	FACILITIES	Mat/sup	5,400.00
P16-00074	Johnstone Supply	FACILITIES	Mat/Sup	5,400.00
P16-00076	County First Fire Protection	FACILITIES	SVC	5,400.00
P16-00077	Kyle Fraas dba Midway Applianc es Parts	FACILITIES	MATL/SUP	1,080.00
P16-00078	Low Voltage Solutions	FACILITIES	SVC	1,080.00
P16-00079	Dugmore And Duncan Of Ca Inc	FACILITIES	MATL/SUP	5,400.00
P16-00080	Conejo Concrete Pumping Serv	FACILITIES	SVC	3,240.00
P16-00081	Desoto Sales Inc	FACILITIES	MATL/SUP	1,080.00
P16-00082	J A Sexauer Mfg Co	FACILITIES	Mat/sup	5,400.00
P16-00083	Wurth USA Inc Chris Ludwig	FACILITIES	Mat/sup	1,080.00
P16-00084	California Carbide	FACILITIES	Mat/sup	1,080.00
P16-00085	Airport Towing	FACILITIES	SERV	1,080.00
P16-00086	Motion Industries Inc	FACILITIES	Mat/Sup	1,080.00
P16-00087	Scotty Chitwood Company	FACILITIES	Mat/sup	3,240.00
P16-00088	H And R Roofing	FACILITIES	Mat/sup	3,240.00
P16-00089	Department Of Industrial Relat	FACILITIES	SVCS	5,400.00
P16-00090	Calif Quality Plastics Inc	FACILITIES	Mat/sup	1,620.00
P16-00091	Standard Plumbing Supply DBA H arbor Plumbing	FACILITIES	Mat/sup	1,080.00
P16-00092	Hydropoint	FACILITIES	Mat/sup	1,080.00
P16-00093	Zee Service Co	TRANSPORTATIO	SUPPLIES	1,080.00
P16-00094	Gibbs International Trucks	TRANSPORTATIO	SUPPLIES	5,940.00
P16-00097	Howard Klein Snap-on Tools	TRANSPORTATIO	SUPPLES	2,700.00
P16-00098	LAWSON PRODUCTS INC	TRANSPORTATIO	SUPPLIES	2,916.00
P16-00099	Paradise Chevrolet	TRANSPORTATIO	SUPPLIES	2,700.00
P16-00100	Vista Ford Of Oxnard	TRANSPORTATIO	SUPPLIES	2,700.00
P16-00101	CUMMINS PACIFIC, LLC	TRANSPORTATIO	SUPPLIES	5,400.00
P16-00102	Mac Tools	TRANSPORTATIO	SUPPLIES	2,700.00
P16-00104	City Of Oxnard	SUPERINTENDEN	SERV	150,217.66
P16-00106	Ventura Co Office Of Education	PUPIL SERVICES	SERV (EV031402)	15,169.03
P16-00107	Ventura Co Office Of Education	PUPIL SERVICES	SERV (JA031802)	7,817.75
P16-00108	Ventura Co Office Of Education	PUPIL SERVICES	SERV (BL091503)	20,937.54
P16-00109	Ventura Co Office Of Education	PUPIL SERVICES	SERV (ML062907)	11,726.67

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P16-00110	Ventura Co Office Of Education	PUPIL SERVICES	SERV (AR111501)	2,500.00
P16-00111	Ventura Co Office Of Education	PUPIL SERVICES	SERV (JB031702)	8,165.42
P16-00112	Ventura Co Office Of Education	PUPIL SERVICES	SERV (JL080602)	2,650.00
P16-00113	Ventura Co Office Of Education	PUPIL SERVICES	SERV (NC092306)	24,715.67
P16-00114	Ventura Co Office Of Education	PUPIL SERVICES	SERV (EC092902)	7,369.20
P16-00115	Johnstone Supply	FACILITIES	MAT/SUP	5,400.00
P16-00116	Lennox Industries Inc	FACILITIES	MAT/SUP	1,080.00
P16-00117	United Refrigeration Inc	FACILITIES	mat/sup	3,240.00
P16-00118	Grainger Inc	FACILITIES	MATL/SUP	5,400.00
P16-00119	Fence Factory	FACILITIES	Mat/Sup	5,400.00
P16-00120	Kimball Midwest	FACILITIES	Mat/Sup	5,400.00
P16-00121	MAX'S A-1 KEY SHOP	FACILITIES	Mat/Sup	1,080.00
P16-00122	Agromin	FACILITIES	Mat/sup	2,160.00
P16-00123	Boething Treeland Farms Inc	FACILITIES	Serv	1,080.00
P16-00124	Grainger Inc	FACILITIES	Mat/sup	5,400.00
P16-00125	American Time And Signal	FACILITIES	Mat/sup	2,160.00
P16-00126	Taylor's Steel And Welding	FACILITIES	Mat/sup	1,080.00
P16-00127	Ron's Signs	FACILITIES	Mat/Sup	5,400.00
P16-00128	Batteries Plus	FACILITIES	Mat/Sup	3,240.00
P16-00129	Shiffler Equipment	FACILITIES	Mat/sup	3,240.00
P16-00130	Montgomery Hardware Company	FACILITIES	Mat/Sup	5,400.00
P16-00131	Vista Ford Of Oxnard	FACILITIES	Repair	5,400.00
P16-00132	Univar	FACILITIES	Mat/Sup	1,080.00
P16-00133	Smith Pipe And Supply Co	FACILITIES	Mat/Sup	5,400.00
P16-00134	Prime Building Materials	FACILITIES	Mat/Sup	3,240.00
P16-00135	SPECTRATURF	FACILITIES	Mat/Sup	1,080.00
P16-00136	Mar Co Equipment Co	FACILITIES	Mat/sup	2,160.00
P16-00137	Target Specialty Products	FACILITIES	Mat/sup	1,080.00
P16-00138	McCarty And Sons Towing	FACILITIES	Serv	1,620.00
P16-00139	Gold Coast Glass Inc	FACILITIES	Repair	5,400.00
P16-00140	Vista Ford Of Oxnard	FACILITIES	Mat/Sup	2,160.00
P16-00141	MCT Trailers	FACILITIES	Repair	5,400.00
P16-00142	Ventura Co Overhead Door Co	FACILITIES	Repair	5,400.00
P16-00143	Office Depot Bus Ser Div	FACILITIES	Mat/Sup	5,400.00
P16-00144	Cyber Copy Inc	FACILITIES	Mat/Sup	3,240.00
P16-00145	Variety Lighting Supply	FACILITIES	Mat/Sup	3,240.00
P16-00146	FG Wilcox Inc	FACILITIES	Mat/Sup	1,620.00
P16-00147	Dunn Edwards	FACILITIES	MAT/SUP	1,080.00
P16-00148	Durbiano Fire Equipment Co	FACILITIES	Repairs	5,400.00
P16-00149	McMaster Carr Supply Co	FACILITIES	Mat/Sup	5,400.00
P16-00150	Dial Security	FACILITIES	REPAIRS	5,400.00
P16-00151	Diamond A Equipment	FACILITIES	Serv	3,240.00
P16-00152	Daniels Tire Service	FACILITIES	REPAIRS	3,240.00
P16-00153	Cal Coast Machinery Inc	FACILITIES	Mat/Sup	3,240.00
P16-00154	Commercial Landscape Supply	FACILITIES	MAT/SUP	3,240.00
P16-00155	Ewing Irrigation Products Inc	FACILITIES	MAT/SUP	1,080.00
P16-00156	Praxair Distribution Inc	FACILITIES	MATL/SUP	2,160.00
P16-00157	Coastal Pipco	FACILITIES	Mat/Sup	1,080.00
P16-00158	Port Hueneme Marine Sup Co I	FACILITIES	Mat/Sup	1,080.00

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PO Number	Vendor Name	Loc	Description	Order Amount	
P16-00159	Turf Star	FACILITIES	Matl/sup	2,160.00	
P16-00160	White Cap Industries Inc	FACILITIES	Matl/Sup	2,160.00	
P16-00161	Oxnard Pipe & Supply Co	FACILITIES	Matl/Sup	5,400.00	
P16-00162	Electronic Expeditors, Inc	FACILITIES	Matl/Sup	1,080.00	
P16-00163	Pacificom Coast Sound And	FACILITIES	Matl/Sup	3,240.00	
P16-00164	GCS Service Inc	FACILITIES	Matl/Sup	3,780.00	
P16-00165	Refrigeration Hardware Suppl	FACILITIES	Matl/Sup	3,240.00	
P16-00166	Frys Electronics	FACILITIES	Matl/sup	1,080.00	
P16-00167	California Electric Company	FACILITIES	REPAIR (BOND GAS-WATER LINES @ SL)	16,875.00	
P16-00168	Ventura Co Office Of Education	ASES	SERV	10,500.00	
P16-00169	Ventura Co Office Of Education	ASES	SERV	20,000.00	
P16-00170	SAM GLIKSMAN	ASES	SERV	30,000.00	
P16-00171	Manchester Grand Hyatt	ASSESS ACCOUN'	CONF	30,923.73	
P16-00172	TRI COUNTY OFFICE FURNITURE	IT	EQUIP	3,816.80	
P16-00173	Manchester Grand Hyatt	ASSESS ACCOUN'	CONF	1,161.63	
<b>Total Number of POs</b>			<b>376</b>	<b>Total</b>	<b>4,349,359.35</b>

**Fund Recap**

Fund	Description	PO Count	Amount
010	GENERAL FUND	219	1,980,181.31
120	CHILD DEVELOPMENT FUND	1	1,325.05
130	CAFETERIA FUND	16	129,501.04
213	BOND FUND MEASURE R 2012	2	5,802.88
251	DEVELOPER FEES	2	327,646.98
<b>Total Fiscal Year 2015</b>			<b>2,444,457.26</b>
010	GENERAL FUND	132	1,344,938.24
213	BOND FUND MEASURE R 2012	3	91,795.72
251	DEVELOPER FEES	1	468,168.13
<b>Total Fiscal Year 2016</b>			<b>1,904,902.09</b>
<b>Total</b>			<b>4,349,359.35</b>

\*\*\* See the last page for criteria limiting the report detail.

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

ESCAPE ONLINE

Includes Purchase Orders dated 05/09/2015 - 06/09/2015 \*\*\*

PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P15-00310	12,600.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,900.00
P15-00311	5,380.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	3,000.00
P15-00357	53,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	3,808.69
P15-00408	10,740.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P15-00477	1,092,000.00	130-4700	CAFETERIA FUND/FOOD	39,000.00
P15-00480	84,240.00	130-4700	CAFETERIA FUND/FOOD	14,040.00
P15-00500	2,100.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P15-00530	15,120.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,700.00
P15-00560	3,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	1,000.00
P15-00648	6,360.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P15-00650	8,015.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,500.00
P15-00721	13,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,500.00
P15-00722	7,300.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P15-00761	1,550.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P15-00776	4,400.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,400.00
P15-00944	192,575.11	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	42,575.11
P15-01200	20,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	10,000.00
P15-01208	16,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P15-02169	85,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	25,000.00
P15-02225	6,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	5,000.00
P15-02532	169,196.11	010-5570	GENERAL FUND/UTILITIES TRASH	2,995.20
P15-02769	4,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	4,000.00
P15-02794	7,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,000.00
P15-03191	12,395.33	010-6400	GENERAL FUND/EQUIPMENT	1,872.47
P15-03823	9,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	3,600.00
P15-03898	2,540.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,000.00
<b>Total PO Changes</b>				<b>173,891.47</b>

Information is further limited to: (Minimum Amount = 1,000.00)

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

ESCAPE ONLINE



## **BOARD AGENDA ITEM**

Name of Contributor: Lisa Cline

Date of Meeting: 6/24/15

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

### **ENROLLMENT REPORT (Cline)**

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District enrollment for the month of May 2015 was 16,973. This is 146 more than this time last year.

### **FISCAL IMPACT**

None.

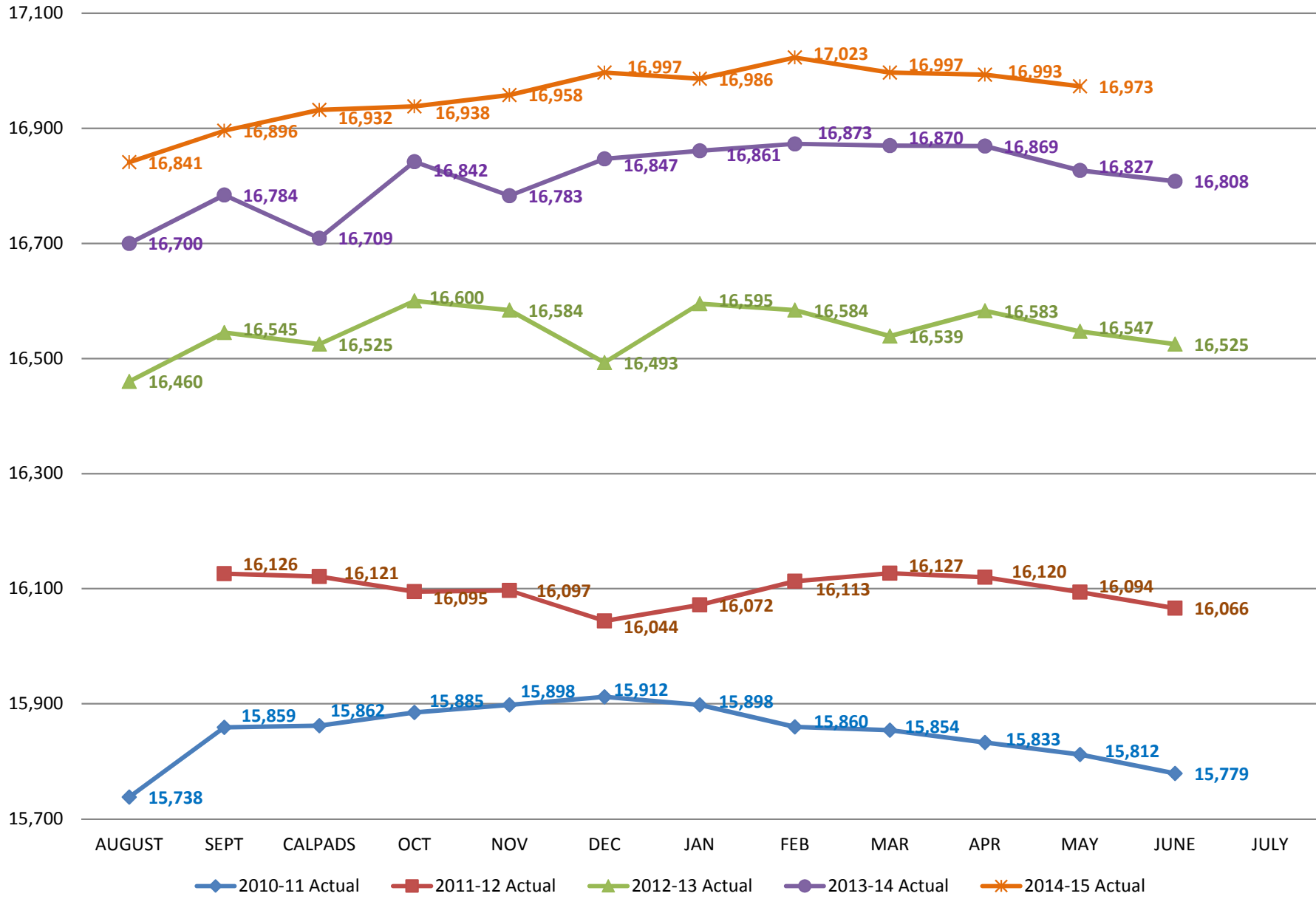
### **RECOMMENDATION**

Information only.

### **ADDITIONAL MATERIAL**

Attached: Graph – Oxnard School District Enrollment History 2010-11 through 2014-15 Actuals (1 page)

### Oxnard School District Enrollment History 2010-11 through 2014-15 Actuals



**BOARD AGENDA ITEM**

Name of Contributor: Lisa Cline

Date of Meeting: June 24, 2015

CLOSED SESSION	_____
SECTION B: HEARINGS	_____
SECTION C: CONSENT	<u>  X  </u>
SECTION D: ACTION	_____
SECTION E: REPORTS/DISCUSSION	_____
SECTION F: BOARD POLICIES	_____

**CERTIFICATION OF SIGNATURES (Cline)**

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Annually at the beginning of each fiscal year, or after any reorganization or staff change, school districts need to declare the agent(s) authorized to sign orders, warrants, contracts, documents, etc... A statement of authorized agent(s) along with a verified signature must be filed with School Business and Advisory Services at the Ventura County Office of Education.

**FISCAL IMPACT**

None.

**RECOMMENDATION**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees declare the attached Certification of Signatures as that of the agent(s) authorized for signature for the Oxnard School District.

**ADDITIONAL MATERIAL**

Attached: Oxnard School District Certification of Signatures (3 pages)

**OXNARD SCHOOL DISTRICT**

**CERTIFICATION OF SIGNATURES**

I, Dr. Cesar Morales, Superintendent/Secretary to the Board of Trustees of the Oxnard School District of Ventura County, California, certify that the signatures shown below are the verified signatures of the members of the Governing Board of the above-named school district (Part 1). Verified signatures of the person or persons authorized to sign orders drawn on the funds of the school district, Notices of Employment, Contracts, etc., appear in Part 2. These certifications are made in accordance with the provisions of Education Code Sections indicated.\* If those authorized to sign orders shown in Part 2 are unable to do so, the law requires the signatures of the majority of the Governing Board.

Unless amended by Board action, these approved signatures will be considered valid for the period of June 25, 2015 through December 31, 2015.

Date of Board Action: June 24, 2015      Signature: \_\_\_\_\_  
Dr. Cesar Morales,  
Superintendent/Secretary to  
the Board of Trustees

**PART I**

Signatures of Members of the Board

Signature: \_\_\_\_\_      Signature: \_\_\_\_\_  
Debra M. Cordes, Member      Albert G. Duff, Sr., Clerk  
of the Board of Trustees      of the Board of Trustees

Signature: \_\_\_\_\_      Signature: \_\_\_\_\_  
Ernest Morrison, Member      Denis O'Leary, Member  
of the Board of Trustees      of the Board of Trustees

Signature: \_\_\_\_\_  
Veronica Robles-Solis, President  
of the Board of Trustees

\*Education Code Sections  
42632, 42633

**PART 2**

Signatures of Personnel and/or Members of the Governing Board authorized to Sign Checks, Orders for Salary Payment, Notices of Employment, Contracts, etc. Please list after each name all items that person is authorized to sign.

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

Dr. Cesar Morales

Title: District Superintendent

Authorized to Sign: Warrants, Orders for Salary Payment, Notices of Employment, Contracts, Reports, Budgets, Budget Transfers, Inter-fund and Intra-fund Transfers, Cafeteria, Revolving and Clearing Account Checks, Federal and State Applications, Filing and Signature to PL874 Application, Warrant Orders, Appointment of Authorized Agents for Federal and State Applications, Appointment of Representatives to Acquire Surplus Property and All Documents Requiring the Signature of Secretary or Clerk.

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

Dr. Jesus Vaca

Title: Assistant Superintendent, Human Resources & Support Services

Authorized to Sign: Warrants, Orders for Salary Payment, Notices of Employment, Contracts, Reports, Budgets, Budget Transfers, Inter-fund and Intra-fund Transfers, Cafeteria, Revolving, and Clearing Account Checks, Federal and State Applications, and Warrant Orders.

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

Lisa Cline

Title: Assistant Superintendent, Business & Fiscal Services

Authorized to Sign: Warrants, Orders for Salary Payment, Notice of Employment, Contracts, Purchase Orders, Reports, Budgets Budget Transfers, Inter-fund and Intra-fund Transfers, Cafeteria, Revolving and Clearing Account Checks, Federal and State Applications, Filing and Signature for PL874 Application and Warrant Orders.

Page Three

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

Robin I. Freeman

Title: Assistant Superintendent, Educational Services

Authorized to Sign: Warrants, Orders for Salary Payment, Notices of Employment, Contracts, Reports, Budgets, Budget Transfers, Inter-fund and Intra-fund Transfers, Cafeteria Revolving, and Clearing Account Checks, Federal and State Applications, and Warrant Orders.

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

Janet Penanhoat

Title: Director of Finance

Authorized to Sign: A and B Warrants, Inter-fund and Intra-fund Transfers, Miscellaneous Income Collection Reports, Cafeteria, Revolving and Clearing Account Checks.

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

Lisa A. Franz

Title: Director of Purchasing

Authorized to Sign: Purchase Orders, Board-Approved Contracts.

**BOARD AGENDA ITEM**

Name of Contributor(s): **Dr. Cesar Morales**

Date of Meeting: **6/24/15**

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 <sup>st</sup> Reading _____ 2 <sup>nd</sup> Reading _____

**Approval of Program Self Evaluation Report 2014-2015 - California Department of Education – Early Education and Support Division (CDE-EESD).  
(Morales/Thomas)**

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In accordance with California Department of Education – Early Education and Support Division contractors must submit an annual Program Self-Evaluation report by June 1, 2015 for each State Preschool based contract type. This is an opportunity for contractors to reflect on the outcomes of the previous year and report on the findings and goals/areas for improvement for the current year. The Self-Evaluation Report includes the following:

- Reflection on the improvement plan from 2013-2014
- An overview of the self-assessment process used to evaluate program quality in 2014-2015 and the roles of stakeholders in the process.
- DRDP Summary of Findings for 2014-2015 describing:
  - Key areas needing improvement.
  - Educational goals to address important issued regarding the needs of children in our program.
  - Variety of strategies to achieve these goals.

**FISCAL IMPACT:**

No fiscal impact.

**RECOMMENDATION:**

It is the recommendation of the Superintendent and the Director of Curriculum, Instruction, and Accountability, that the Board of Trustees approve California Department of Education – Early Education and Support, Program Self Evaluation Report for 2014-2015.

**ADDITIONAL MATERIAL:**

**Attached:**

CDE-EESD Program Self Evaluation Report for 2014-2015 (12 Pages)

**Program Self-Evaluation Cover Page**

<b>Contractor's Legal Name</b> Oxnard School District				<b>Vendor Number</b> 7253		
Contract Type(s)	# of classrooms by age group and setting					
	Infant Toddler		Preschool		School Age	
	Center	FCCHEN	Center	FCCHEN	Center	FCCHEN
<input checked="" type="checkbox"/> CSPP			7			
<input type="checkbox"/> CCTR						
<input type="checkbox"/> CFCC						
<input type="checkbox"/> CHAN						
<input type="checkbox"/> CRRP						
<input type="checkbox"/> CMIG						
<input type="checkbox"/> CMAP						
<input type="checkbox"/> CAPP						
<input type="checkbox"/> C2AP						
<input type="checkbox"/> C3AP						

(Note: This area expands as necessary.)

**Describe your program self-evaluation process**

Early Childhood Education (ECE) Programs are an integral component of the District's educational plan. The actions described in this report support the priorities and expectation of early education programs identified by the Oxnard School District (OSD) Board of Trustees and Administration:

- Establish and maintain high quality programs and research based practices.
- Maintain alignment and communication between preschool and kindergarten education programs.
- Engage the meaningful participation of parents.
- Demonstrate the effectiveness of early childhood education programs.
- Maintain compliance to California Department of Education (CDE) and OSD policies and public laws.

These priorities are fundamental components that helped guide OSD State Preschool forward in the Program Self-Evaluation process.

Program self-evaluation began with Professional Development/SIP Day on August 18, 2014. The day included an overview of CDE program requirements stipulated in Funding Terms and Conditions for fiscal year 2014-2015, and the components of the child development program. Monitoring of program requirements is a standard agenda item during monthly staff meetings. The Oxnard School District continues its participation in the quality enhancement work in our county; Quality Rating Improvement System (QRIS). QRIS supports OSD State Preschool Program with professional development opportunities, workshops, coaching, and in-classroom supports as a means to examine current practices, design, plan, and implement program improvement strategies, and sharing research based best practices. VCOE in collaboration with WestEd offered another cohort of our



teachers The Teaching Pyramid Model; a professional development curriculum promoting social emotional competence of young children. Through a series of 4 trainings, classroom observations, coaching in the classroom, and independent evaluations of classroom environments, teachers were supported in creating optimal learning environments for children. Training topics included:

- Building relationships and creating supportive environments
- Social emotional teaching strategies
- Individual intensive intervention
- Challenging behavior

Time was set aside during monthly staff meetings to discuss workshops topics, share learnings, showcase success in the implementation of classroom strategies, and the impact on whole class and individual students.

Through a collaboration with WestEd, preschool teachers attended Desired Results Developmental Profile (DRDP) training; Observe, Reflect, and Plan. Teachers were presented with strategies for connecting results from the DRDP to classroom level planning for individual and groups of children.

Teachers and Preschool Assistants collected a variety of evidence to document and sustain Pre DRDP-PS ratings. The evidence included:

- Observations of student actions and behaviors
- Pictures
- Student work
- Anecdotal stories with student quotes

Pre assessments were completed in October 2014. New students were assessed as they entered the program. The results assisted teachers to individualize lessons and strategies used in whole group and small group instructional settings. DRDP Summary of Findings reports were completed, and teachers implemented action plans. Post assessments were completed by April 2015. Action plans were examined for trends and incorporated in the Contract Agency Level report. Pre DRDP results were shared with parents during Parent/Teacher Conferences in November 2014, and post DRDP results will be shared during conferences in late May 2015. Each parent is presented with a written Progress Report detailing teacher observations, individual student strengths, areas for growth, and together, parents and teachers develop activities parents can focus on at home to strengthen student learning.

A major element of QRIS is to provide individualized instruction and developmental support for students. Oxnard School District State Preschool families were offered a Developmental Screening of their student; using the Ages & Stages Questionair-3 tool. Oxnard NfL Family Liaisons guided parents through the screening process, shared the results of the screening with parents, and as needed, referred families to community resources to address areas of need. Family Liaisons monitored the


California Department of Education  
 Early Education and Support Division  
 March 2015

family's progress throughout the year. Teachers were provided with the screening results and they developed individualized interventions to help support developmental in the areas identified through the screening. Teachers monitored student's progress and reported outcomes to parents during Fall and Spring Parent/Teacher Conferences.

Through our participation in QRIS, VCOE provided independent Environmental Rating Scale assessments. The assessments were followed up with debriefings between VCOE coaches and preschool teaching teams. The information shared during the debriefing was integral to the development of action plans to address:

- Student growth (DRDP domains)
- Improvement of classroom environment (ERS)

Parent Surveys were administrated early winter. Responses were tabulated and actions plans implemented through the remainder of the program year. Collaboration with Oxnard NfL allowed access to workshops and other resources to address concerns, questions and parent education requests.

<b>A copy of the Program Self-Evaluation will be/has been presented to the Governing Board.</b>	<b>Date</b> 6/24/2015
<b>Statement of Completion: I certify that the information included in this report is accurate and factual to the best of my knowledge.</b>	
<b>Signature</b> 	<b>Date</b> 5-27-15
<b>Name and Title</b> Anna Thomas, Director of Curriculum, Instruction, Accountability	<b>Phone Number</b> (805) 385-1501 ext. 2302
<b>Contact Name and Number if different from above</b>	<b>Phone Number</b>

**Early Education and Support Division Program Review Instrument  
Fiscal Year 2014-15**

<b>Contractor's Legal Name</b> Oxnard School District	<b>Vendor Number</b> 56-7253
<b>Contract Type</b> CSPP	<b>Age Group (Infant/Toddler, Preschool, School-Age)</b> Preschool
<b>Planning Date</b> October - November 2014 February - April 2015 5/27/15	<b>Lead Planner's Name and Title</b> Anna Thomas, Director of Curriculum, Instruction, Accountability Noemi Valdes, Director of Early Childhood Education Programs

**Summary of Findings and Action Plans**

Complete the Summary of Findings and Actions Plans as directed in the instructions.

**INVOLVEMENT**

EES-01: Plan for Parent Involvement  
(CCTR, CSPP, CMIG, CHAN, CFCC)

*Corrective Action Plan:*

**GOVERNANCE AND ADMINISTRATION**

EES-02: Family Eligibility Requirements  
(CCTR, CSPP, CMIG, CHAN, CFCC, CAPP, CMAP, C2AP, C3AP)

*Corrective Action Plan:*

EES-03: Child Need Requirement Verification  
(CCTR, CSPP, CMIG, CHAN, CFCC, CAPP, CMAP, C2AP, C3AP)

*Corrective Action Plan:*

EES-04: Recording and Reporting Attendance  
(CCTR, CSPP, CMIG, CHAN, CFCC, CAPP, CMAP, C2AP, C3AP)

*Corrective Action Plan:*

- EES-05: Correct Fee Assessed  
(CCTR, CSPP, CMIG, CFCC, CAPP, CMAP, C2AP, C3AP)

*Corrective Action Plan:*

- EES-06: Inventory Records  
(CCTR, CSPP, CMIG, CHAN, CFCC, CAPP, CMAP, C2AP, C3AP, CRRP)

*Corrective Action Plan:*

- EES-07: Alternative Payment (AP) Policies  
(CAPP, CMAP, C2AP, C3AP)

*Corrective Action Plan:*

**STANDARDS, ASSESSMENT, AND ACCOUNTABILITY**

- EES-08: Desired Results Profile and Data  
(CCTR, CSPP, CMIG, CHAN, CFCC)

*Corrective Action Plan:*

- EES-09: Annual Evaluation Plan  
(CCTR, CSPP, CMIG, CHAN, CFCC, CAPP, CMAP, C2AP, C3AP)

*Corrective Action Plan:*

- EES-10: Site Licensure  
(CCTR, CSPP, CMIG, CHAN, CFCC)

*Corrective Action Plan:*

**STAFFING AND PROFESSIONAL DEVELOPMENT**

- EES-11: Staff Development Program  
(CCTR, CSPP, CMIG, CHAN, CFCC, CAPP, C2AP, C3AP, CRRP)

*Corrective Action Plan:*

EES-12: Qualified Staff and Director  
(CCTR, CSPP, CMIG, CHAN, CFCC)

*Corrective Action Plan:*

EES-13: Staff-Child Ratios  
(CCTR, CSPP, CMIG, CHAN)

*Corrective Action Plan:*

## **OPPORTUNITY AND EQUAL EDUCATIONAL ACCESS**

EES-14: Family Selection  
(CCTR, CSPP, CMIG, CHAN, CFCC, CAPP, CMAP)

*Corrective Action Plan:*

EES-15: Compliance with Due Process  
(CCTR, CSPP, CMIG, CHAN, CFCC, CAPP, CMAP, C2AP, C3AP)

*Corrective Action Plan:*

EES-16: Refrain from Religious Instruction  
(CCTR, CSPP, CMIG, CHAN, CFCC)

*Corrective Action Plan:*

EES-17: Services Responsive to Family Needs  
(CRRP)

*Corrective Action Plan:*

## **TEACHING AND LEARNING**

EES-18: Environment Rating Scale  
(CCTR, CSPP, CMIG, CHAN, CFCC)

*Corrective Action Plan:*

EES-19: Nutritional Needs  
(CCTR, CSPP, CMIG, CHAN, CFCC)

*Corrective Action Plan:*

Desired Results Program Action Plan – Reflection on Action Plan from FY 2013–14 Plan

<b>Contractor's Legal Name</b> Oxnard School District	<b>Vendor Number</b> 7253
<b>Contract Type</b> CSPP	<b>Age Group (Infant/Toddler, Preschool, School-Age)</b> Preschool
<b>Planning Date</b> October - November 2014 February - April 2015 5/27/15	<b>Lead Planner's Name and Title</b> Ana Thomas, Director of Curriculum, Instruction, Accountability Noemi Valdes, Director of Early Childhood Education Programs Preschool Teachers
<b>Reflection of Program Action Plan from FY 2013-14 PSE</b>	
<p>Review each Program Action Plan submitted in the FY 2013-14 Program Self-Evaluation Report. Provide a separate reflection and narrative for each contract and age group, including the outcome of each action step. Record how each action step was successfully accomplished. If there were modifications or revisions to the action steps, reflect on and record the outcome of those changes.</p>	

<p><b>Contractor's Legal Name</b>          Oxnard School District</p>	<p><b>Vendor Number</b>          7253</p>
<p><b>This form can be expanded and is not limited to a single page.</b></p> <p>Overall Goal - Through collaboration with Ventura County Office of Education and First 5/Oxnard NfL, we provided staff with professional development and other support in key components of our quality improvement efforts. Materials called for in each domain section below were purchased and delivered to individual sites.</p> <p>Self and Social Development Domain – Lessons were extended; allowing time for children to explore skills, and abilities, specifically in the area of expressing feelings. Teachers used verbal and non-verbal cues, props, to show children how to approach, comfort, console children demonstrating emotions. Staff encouraged parents to practice strategies about healthy expressions of feelings.</p> <p>Language &amp; Literacy Domain - Provided instructional strategies to increase the exposure to language in the classroom and at home; labeling environments, increasing conversations with children, book reading strategies, active participation of children during whole group instruction.</p> <p>English Language Development Domain - Supported English learners with use of home language to bridge the transition to English, strategies to allow children additional time for verbal responses, inquiry strategies to expand children's learning.</p> <p>Cognitive Development Domain - Planned and executed activities that increased children's engagement and interest, introduced inquiry terms to spark critical thinking and maintain the interest of children.</p> <p>Mathematical Development Domain - Used inquiry prompts to develop mathematical skills; number recognition, counting, quantity comparisons.</p> <p>Physical Development Domain - Provided activities to support whole body development; fine and gross motor activities, singing and movement.</p> <p>Health Development Domain - Engaged children in activities focused on healthy food choices, nutrition, exercising, good sleep habits, drinking water, and preventing illness.</p>	



**Desired Results Developmental Profile Summary of Findings and Program Action Plan  
 Educational Goal**

<b>Contractor's Legal Name</b> Oxnard School District	<b>Vendor Number</b> 7253
<b>Contract Type</b> CSPP	<b>Age Group (Infant/Toddler, Preschool, School-Age)</b> Preschool
<b>Planning Date</b> Various dates throughout school year; September 2014 - May 2015, Ongoing planning continues 5/27/15	<b>Lead Planner's Name and Title</b> Anna Thomas, Director Curriculum, Instruction, and Accountability Noemi Valdes, Director of Early Childhood Education Programs, Preschool Teachers from all 7 sites: Driffill, Elm, McKinna, Ritchen, Rose Avenue, San Miguel, Sierra Linda
<p><b>Review the Desired Results Developmental Profile Summary of Findings at the Program or Network level and plan on the areas that your agency will focus on for the FY 2015–16. Each contract type should have a program level plan and action steps. Include this information in the response boxes below.</b></p> <p style="text-align: center;"><b><i>Each response box below will expand as needed</i></b></p>	
<b>Key Findings by Domain from Developmental Profiles</b>  <b>Ask: Where is the program now?</b>	Key findings this year are: * 75% of our students rated in the early developmental levels of the DRDP; Exploring and Developing * Domains that stood out in our analysis were Language & Literacy and Mathematical Development where close to 90% of students rated in the lower levels.  These findings are not surprising outcomes for the beginning of the school year; especially for children who have never participated or been exposed to early learning programs prior to entering preschool.

<p><b>Educational Program Goal(s)</b></p> <p><b>Ask: Where does the program want to go?</b></p>	<p>The program will focus on classroom and home strategies in the domains with the highest percentages of students in the early developmental levels; Language &amp; Literacy, and Mathematical Development. Classroom level strategies to support English Language Development, Cognitive and the other developmental domains will also continue to be implemented for presentation of a well-rounded program for young children.</p> <p>Educational Goal:</p> <ul style="list-style-type: none"> <li>* 95% of students will score at Building and Integrating levels in the Spring.</li> </ul>
<p><b>Action Steps (i.e. address activity planning, curriculum modifications, materials required, staff or program schedules, child-staff interactions, classroom use of space, professional development, parent education, and/or community outreach)</b></p> <p><b>Ask: How does the program get there?</b></p>	<p>Language &amp; Literacy Development:</p> <ul style="list-style-type: none"> <li>* Rich print environments - labeling around the classroom</li> <li>* AlphaFriends - Phonemic awareness, practicing letter names and sounds</li> <li>* Build-A-Letter - During small groups, teachers model forming upper and lower case letters</li> <li>* Encourage language and conversation; asking open ended questions, make-predictions</li> <li>* Introduce students to complex vocabulary and model use during conversations with students</li> <li>* Use transitions and music to practice words, letters, sounds, syllables</li> <li>* Model book reading skills; page turning, tracing words,</li> <li>* Outdoor games to support language &amp; literacy; Simon Says; students create Safety Signs for bike paths,</li> <li>* Provide parents with literacy and reading strategies to practice at home; dialogic reading, building skills through board games, cooking, shopping, in the car, and other play</li> <li>* During parent meetings provide opportunities for Make-N-Takes materials that parents can use at home</li> <li>* Lending library for parent to check-out books for reading with their students at home</li> </ul> <p>Mathematical Development:</p> <ul style="list-style-type: none"> <li>* Add materials to centers to support mathematical concepts and hands-on experience for children; money in the dramatic play area, graph/chart templates and measuring items for use in the science area, sorting items in the manipulatives</li> <li>* Introduce and use mathematical vocabulary throughout the day</li> <li>* Use transitions and music to practice math concepts; counting, patterns, classifying</li> <li>* Provide mathematical related book titles for easy browsing and in lending library for home reading</li> <li>* Use manipulatives during small group to introduce math concepts and provides these for use in centers; Counting bears, cubes, bingo games</li> <li>* Use various materials in water/sand tables for measuring</li> <li>* Provide parents with activities to support math concepts at home; naming shapes at home, cutting shapes in junk mail,</li> </ul>

California Department of Education  
 Early Education and Support  
 March 2015

<p><b>(This form can be expanded and is not limited to a single page.)</b></p>	<p>counting number of place-settings needed for meals, sorting at laundry by color          * During parent meetings, provide materials for Make-N-Takes that parents can use at home</p> <p>Professional Development for Teachers goal during FYE 2015-2016:          Provide professional development opportunities for teachers to increase the quality and benefits of outdoor experiences for children. Through collaboration with experts in this field, we help teachers plan educational activities in all developmental domains, and ready the outdoor learning environment for children.</p>
<p><b>Expected Completion Date and/or Ongoing Implementation and Persons Responsible</b></p> <p><b>Ask: By when?</b></p>	<p>Persons responsible for completing actions:          Classroom Teachers and Administrator</p> <p>Ongoing monitoring for completion will be the responsibility of program Administrators.</p> <p>Classroom actions will be completed by May/June of 2015.</p>

BOARD AGENDA ITEM

Name of Contributor(s): **Dr. Jesus Vaca**

Date of Meeting: **June 24, 2015**

Closed Session:

- A. Preliminary \_\_\_\_\_
- B. Hearing: \_\_\_\_\_
- C. Consent Agenda   X
- D. Action Items \_\_\_\_\_
- E. Reports/Discussion Items (no action)
- F. Board Policies   1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Consideration of Approval of Revised Job Description: Director of Certificated Human Resources (Vaca)**

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**EXECUTIVE SUMMARY:**

Presented, for your consideration, is the revision of the *Director of Certificated Human Resources* job description. If approved, this revision will allow the Human Resources Department to better serve the students, parents, teachers, principals, other support personnel, and community.

A revision to the position of *Director of Certificated Human Resources and Public Relations* is needed to assist with the multitude of Federal and State employee-related requirements, complaints, credential monitoring & audits, recruitment & hiring, contracts, supervision/evaluation/discipline needs, negotiations processes for approximately 2,000 employees, and the implementation of the upcoming district wide reconfiguration. We are asking for the removal of the job duties and title associated with the *Public Relations* component of the *Director of Certificated Human Resources and Public Relations* job description. The new title will read, *Director of Certificated Human Resources*. The pay range will be \$109,275 to \$129,827. The revised job description is presented for your review and consideration.

**FISCAL IMPACT:**

Previous Title	Revised Title
Director of Certificated Human Resources and Public Relations	Director of Certificated Human Resources Salary Range: \$109,275 to 129,827

**RECOMMENDATION**

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the revised job description, as presented.

**ADDITIONAL MATERIAL(S):**

Job Description, Director of Certificated Human Resources (Revision)

## HUMAN RESOURCES & SUPPORT SERVICES

### **Title: DIRECTOR OF CERTIFICATED HUMAN RESOURCES**

#### **Qualifications:**

1. A Master's degree.
2. A valid and appropriate Administrative Credential in compliance with the provisions of Title 5, California Administrative Code, Sections 80125-80127 and California Education Code, Section 44270.
3. A minimum of three years of successful, full-time classroom teaching experience, and three years of successful, full-time administrative or supervisory experience.
4. Demonstrated ability to work effectively and harmoniously with administrators, teachers, and other staff.
5. Demonstrated ability to communicate effectively both in written form and orally.
6. Demonstrated ability to compile and write clear, concise district policies and procedures consistent with current law and the needs of the District.
7. Ability to meet district standards for physical and mental health.
8. Evidence of mature judgment and a sensitivity to the personnel needs of the District based upon the racial/ethnic composition of the community including state and federal laws.
9. Satisfactory recommendations from a training supervisor or other professional who has observed the candidate's personal characteristic, scholastic achievement, and job-related performance.

**Reports to:** Assistant Superintendent of Human Resources and Support Services

**Supervises:** 1) Secretarial and clerical staff as assigned.  
2) Designated administrators.

**Job Goals:** To assist the Assistant Superintendent of Human Resources and Support Services substantially and effectively in the task of providing leadership in developing, achieving, and maintaining the best possible educational programs and services. Administers the particular division and/or departments of which he/she has charge with a maximum of efficiency.

#### **Performance Responsibilities:**

1. Develop and implement methods for the recruitment and selection of personnel for certificated vacancies in compliance with applicable laws, codes and District policies; develop forms and documents for record-keeping.
2. Assist the Assistant Superintendent of Human Resources and Support Services with the evaluation and supervision of the performance of administrators/department heads within the Human Resources Division to secure the continual improvement of the District's programs and services.

3. Attend board meetings, conduct and participate in a variety of meetings as assigned; provide formal and informal in-service personnel trainings; serves as a member of management's negotiations team and attends related meetings and conferences; organizes recruitment fairs.
4. Serve, upon assignment by the Assistant Superintendent of Human Resources and Support Services, as a resource person to various managers in the district.
5. Assist with the preparation of administrative rules, personnel actions, and status reports for the Assistant Superintendent of Human Resources and Support Services.
6. Conduct various certificated personnel projects; compile, perform and calculate salary surveys; prepare analytical reports and recommendations regarding salary placement; review, evaluate, prepare and develop job descriptions; respond to and provide data and assistance for various surveys.
7. Assist the Assistant Superintendent of Human Resources and Support Services with recruiting, hiring, training, supervising, and evaluating all personnel.
8. Devise comprehensive and efficient systems of record-keeping in accordance with the particular needs of his/her division and the policies, regulations, and laws affecting his/her division.
9. Remain abreast of developments and innovations in the field by reading current and cogent literature, attending professional society and association meetings and conferences, and discussing development and problems of mutual interest with others in the field. Speaks, reads and writes in a designated second language.
10. Ability to meet schedules and timelines.
11. Research and recommend Board policies, rules, and regulations for approval.
12. Coordinate certificated human resources communications, information and activities between District personnel, faculty, administrators, departments, outside agencies, applicants and the public; research, investigate and assure proper timely resolution of certificated human resources issues, concerns and conflicts; evaluate and recommend solutions for complex problems and concerns.
13. Provide technical guidance and assistance for collective bargaining and related negotiations and activities for certificated and classified bargaining units; explain legal and contractual procedures and bargaining unit agreements; investigate and resolve contract issues; maintain confidentiality of sensitive and privileged information; assist with certificated employee orientations.
14. Coordinate activities involved in the review, evaluation and processing of documents related to the credentialing of certificated personnel; coordinate the review of certificated assignments, applications and renewals to assure compliance with credential requirements; assure employee credentials are aligned with classification requirements.
15. Direct and participate in the preparation and maintenance of a variety of records, reports and files related to certificated personnel, contracts, credentials, staffing needs, leave of absences, transfer requests, attrition, salary placement and assigned activities; assist in preparing mandated County, State and federal personnel reports.

16. Make offers of employment as appropriate; plan, organize and direct the processing of new certificated personnel; assure proper preparation, verification and processing of required employment paperwork; coordinate and conduct certificated employee orientations.
17. Perform other duties as assigned by the Assistant Superintendent of Human Resources and Support Services.

**Terms of Employment:**

This shall be a twelve month position with salary and benefits established annually by the Board of Trustees. The currently adopted work year, salary and benefit schedule will be found in District Policy.

**Evaluation:**

The evaluation and assessment of performance of the Director of Certificated Human Resources will be conducted by the Assistant Superintendent of Human Resources and Support Services, in accordance with the provisions of California Education Code, Sections 44660-44665 and Oxnard School District Board Policy.

**Equal Opportunity:**

The Oxnard School District's Governing Board is committed to equal opportunity for all individuals in education and encourages applications for employment for all persons regardless of race, religious creed, age, medical condition, marital status, color, ancestry/citizenship, sexual orientation, national origin, political affiliation, physical or mental disability, pregnancy, child birth or related medical condition, or sex (gender identity). The Board shall promote programs that ensure that discriminatory practices are eliminated in all district activities. The Oxnard School District encourages applications for employment from all persons regardless of race, religion, national origin, political affiliation, disability or sex.

Board Approved: 4/13/13, June 24, 2015

**Board Agenda Item**

**NAME OF CONTRIBUTOR:** Jesus Vaca/Jonathan Koch **DATE OF MEETING:** June 24, 2015

- 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<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**TITLE: Personnel Actions (Vaca/Koch)**

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**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**

Sabrina Ramirez	Substitute Teacher	2015/2016 School Year
Max Saucedo	Substitute Teacher	2015/2016 School Year

**NEW HIRES FOR 2015/2016**

Jennifer Manuel	Teacher, Physical Education	August 17, 2015
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**LEAVE OF ABSENCE**

Nadia Gallardo	Teacher, EST, Sierra Linda	August 1, 2015 – July 29, 2016
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**RESIGNATION**

Elizabeth Becerra	Assistant Principal JH, Haydock	June 30, 2015
Linda Davis	Teacher, Math, Driffill	June 19, 2015
Araceli Flores	Teacher, Kinder Support Bil, McKinna	June 19, 2015
Esther V. Garcia	Assistant Principal JH, Curren	July 1, 2015
Cindy Hallman	Principal, Marshall School	July 1, 2015
Bettina Knox	Teacher, Special Ed Pre-K, Soria	July 19, 2015
Maria Elena Plaza	Director of Human Resources, Certificated and Community Relations	June 30, 2015

**RETIREMENT**

Alfred S. Macias	Teacher, 3 SEI/ELM, Ritche	June 19, 2015
Marjorie Pettit	Teacher, K Support, Chavez	June 19, 2015

June 24, 2015

ANNUAL TEACHER ASSIGNMENT REPORT  
PURSUANT TO EDUCATION CODES 44256 (b) AND 44258.2  
2015/2016

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. 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 (Grades K-8).

<b><u>Name</u></b>	<b><u>Subject</u></b>
Martha A. Highfill	Music / ESC
Michael Hunt	Math / Frank

**Education Code 44258.2** allows the holder of a single subject or standard secondary teaching credential to teach any subject in departmentalized classes with 12 semester units, or 6 upper division units, in the subject to be taught (Grades K-8).

<b><u>Name</u></b>	<b><u>Subject</u></b>
Suzanne Dempsey	Survey (Art) / Haydock
Roxanne Vettese	Physical Education / Fremont

## CLASSIFIED PERSONNEL ACTIONS

June 24, 2015

Limited Term

Ontiveros, Marisol	Paraeducator	06/08/2015
Stolworthy, Shelsi	Paraeducator	05/13/2015
Vargas, Raquel	Paraeducator	05/29/2015

Exempt

Albor, Silvia	Campus Assistant	05/08/2015
Bieliski, John	Campus Assistant	05/13/2015
Frausto, Isabel	Campus Assistant	05/11/2015
Lopez White, Gage B.	Campus Assistant	04/22/2015
Magana, Diana	Campus Assistant	05/13/2015
Martinez, Leticia F.	Campus Assistant	04/22/2015
Ontiveros, Marisol	Campus Assistant	06/01/2015

Promotion

Rasband, Bonnie	Accounting Specialist IV, Position #1210 Budget & Finance 8.0 hrs./246 days	06/08/2015
Rojas Jr., Elias	Accounting Specialist III, Position #846 Budget & Finance 8.0 hrs./246 days Maintenance Worker I, Position #1173 Facilities 8.0 hrs./246 days Custodian, Position #2542 Haydock 8.0 hrs./246 days	06/08/2015

Transfer

Aghagbon, Michelle	Site Technology Technician, Position #2506 Elm 8.0 hrs./192 days Site Technology Technician, Position #2198 Sierra Linda 8.0 hrs./192 days	08/10/2015
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Voluntary Demotion

Melendez, Maria E.	Paraeducator II (B), Position #1450 Chavez 3.0 hrs./183 days Preschool Teacher (B), Position #925 Rose Ave. 4.0 hrs./183 days	06/08/2015
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Released during Probation

6761	Outreach Specialist (B), Position #563 Chavez 8.0 hrs./180 days	05/22/2015
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Resignation

Bennett, Catherine	School Occupational Therapist, Position #2865 Pupil Services 8.0 hrs./203 days	06/19/2015
Castillo, Alejandra	Intermediate School Secretary (B), Position #384 Haydock 8.0 hrs./192 days	06/24/2015
Li, Vivian	School Occupational Therapist, Position #5607 Pupil Services 8.0 hrs./203 days	07/17/2015

Retirement

Gonzales, Hermelinda M.	Instructional Assistant (B), Position #2239 Pupil Services 4.0 hrs./183 days	01/07/1980-06/19/2015
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**BOARD AGENDA ITEM**

Name of Contributor: Dr. Cesar Morales

Date of Meeting: June 24, 2015

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 1<sup>ST</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**APPROVAL OF OXNARD SCHOOL DISTRICT 2015-16 LOCAL CONTROL AND ACCOUNTABILITY PLAN (Morales/Cline)**

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The Board of Trustees will receive a presentation on the Oxnard School District’s Local Control and Accountability Plan (LCAP). The LCAP was written in collaboration with the District’s LCAP Advisory Committee that was composed of parents, administration, OEA, CSEA, and OSSA representatives. As part of the Local Control Funding Formula (LCFF), beginning July 1, 2014, Oxnard School District is required to develop, adopt, and annually update a three-year LCAP using the template adopted by the California State Board of Education (SBE).

**FISCAL IMPACT**

None.

**RECOMMENDATION**

It is the recommendation of the Superintendent and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve the Oxnard School District 2015-16 Local Control and Accountability Plan (LCAP) as presented.

**ADDITIONAL MATERIAL**

Attached: Oxnard School District 2015-16 Local Control and Accountability Plan  
(104 pages)

**Introduction:**

**LEA:** Oxnard School District **Contact (Name, Title, Email, Phone Number):** Dr. Cesar Morales, Superintendent, [drcmorales@oxnardsd.org](mailto:drcmorales@oxnardsd.org), (805)385-1501 **LCAP Year:** 2015-16

### ***Local Control and Accountability Plan and Annual Update Template***

*In July 2013, Dr. Cesar Morales was selected as the new Superintendent to lead the Oxnard School District through several major reforms and initiatives. Prior to his arrival, the Board voted to reconfigure all schools to accommodate the rapid student growth at all grade levels. Schools were reconfigured to become grades K-5, K-8 or 6-8. This major change affected classroom space and facilities, staffing, transportation and program offerings. AN open enrollment and school of choice options were implemented district-wide and continue on an annual basis. At this time, there are eleven (11) K-5 Schools, six (6) K-8 Schools and three (3) 6-8 Middle Schools.*

*The second major initiative was the rollout of 1:1 devices (iPads) to each K-8 student. This massive endeavor involved the dissemination of over 17,000 iPads in one year. Training was provided for students, teachers, parents and administrators. A focus on the application of technology to implementation of common core state standards is a priority.*

*The third initiative involves the expansion of the Dual Language Immersion program. It was decided to expand this model to seven (7) sites during the 2014-15 school year providing parents with further options that address bilingualism.*

*The fourth initiative is the implementation of focus strands at each of the K-5 schools. Each school selected an aspect of STEAM as a focus area. Sites implemented project-based learning and enrichment activities at every grade level. The K-8 schools will develop their focus areas during the 2015-16 school year.*

*The fifth major initiative involved facilities modernization projects and new construction. Faced with rapidly increasing student enrollment, the District passed a facilities bond to help finance many facilities projects scheduled for the next several years. Due to growing enrollment, the district will first address capacity issues in the middle school grades followed by the planning for new middle school and elementary sites in the future.*

*As we evolve as a district incorporating the elements above, we continue to implement the common core state standards and administer the new CAASPP state assessments. We continue to develop and establish local assessment practices in English Language Development (ELD), Language Arts and Mathematics. We look forward to the 2015-16 school year to have a renewed focus on teaching and learning.*

*The Local Control and Accountability Plan (LCAP) and Annual Update Template shall be used to provide details regarding local educational agencies' (LEAs) actions and expenditures to support pupil outcomes and overall performance pursuant to Education Code sections 52060, 52066, 47605, 47605.5, and 47606.5. The LCAP and Annual Update Template must be completed by all LEAs each year.*

*For school districts, pursuant to Education Code section 52060, the LCAP must describe, for the school district and each school within the district, goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, for each of the state priorities and any locally identified priorities.*

*For county offices of education, pursuant to Education Code section 52066, the LCAP must describe, for each county office of education-operated school and program, goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, who are funded through the county office of education Local Control Funding Formula as identified in Education Code section 2574 (pupils attending juvenile court schools, on probation or parole, or mandatorily expelled) for each of the state priorities and any locally identified priorities. School districts and county offices of education may additionally coordinate and describe in their LCAPs services provided to pupils funded by a school district but attending county-operated schools and programs, including special education programs.*

*Charter schools, pursuant to Education Code sections 47605, 47605.5, and 47606.5, must describe goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, for each of the state priorities as applicable and any locally identified priorities. For charter schools, the inclusion and description of goals for state priorities in the LCAP may be modified to meet the grade levels served and the nature of the programs provided, including modifications to reflect only the statutory requirements explicitly applicable to charter schools in the Education Code.*

*The LCAP is intended to be a comprehensive planning tool. Accordingly, in developing goals, specific actions, and expenditures, LEAs should carefully consider how to reflect the services and related expenses for their basic instructional program in relationship to the state priorities. LEAs may reference and describe actions and expenditures in other plans and funded by a variety of other fund sources when detailing goals, actions, and expenditures related to the state and local priorities. LCAPs must be consistent with school plans submitted pursuant to Education Code section 64001. The information contained in the LCAP, or annual update, may be supplemented by information contained in other plans (including the LEA plan pursuant to Section 1112 of Subpart 1 of Part A of Title I of Public Law 107-110) that are incorporated or referenced as relevant in this document.*

*For each section of the template, LEAs shall comply with instructions and should use the guiding questions as prompts (but not limits) for completing the information as required by statute. Guiding questions do not require separate narrative responses. However, the narrative response and goals and actions should demonstrate each guiding question was considered during the development of the plan. Data referenced in the LCAP must be consistent with the school accountability report card where appropriate. LEAs may resize pages or attach additional pages as necessary to facilitate completion of the LCAP.*

## State Priorities

The state priorities listed in Education Code sections 52060 and 52066 can be categorized as specified below for planning purposes, however, school districts and county offices of education must address each of the state priorities in their LCAP. Charter schools must address the priorities in Education Code section 52060(d) that apply to the grade levels served, or the nature of the program operated, by the charter school.

### A. Conditions of Learning:

**Basic:** degree to which teachers are appropriately assigned pursuant to Education Code section 44258.9, and fully credentialed in the subject areas and for the pupils they are teaching; pupils have access to standards-aligned instructional materials pursuant to Education Code section 60119; and school facilities are maintained in good repair pursuant to Education Code section 17002(d). (Priority 1)

**Implementation of State Standards:** implementation of academic content and performance standards and English language development standards adopted by the state board for all pupils, including English learners. (Priority 2)

**Course access:** pupil enrollment in a broad course of study that includes all of the subject areas described in Education Code section 51210 and subdivisions (a) to (i), inclusive, of Section 51220, as applicable. (Priority 7)

**Expelled pupils (for county offices of education only):** coordination of instruction of expelled pupils pursuant to Education Code section 48926. (Priority 9)

**Foster youth (for county offices of education only):** coordination of services, including working with the county child welfare agency to share information, responding to the needs of the juvenile court system, and ensuring transfer of health and education records. (Priority 10)

### B. Pupil Outcomes:

**Pupil achievement:** performance on standardized tests, score on Academic Performance Index, share of pupils that are college and career ready, share of English learners that become English proficient, English learner reclassification rate, share of pupils that pass Advanced Placement exams with 3 or higher, share of pupils determined prepared for college by the Early Assessment Program. (Priority 4)

**Other pupil outcomes:** pupil outcomes in the subject areas described in Education Code section 51210 and subdivisions (a) to (i), inclusive, of Education Code section 51220, as applicable. (Priority 8)

### C. Engagement:

**Parental involvement:** efforts to seek parent input in decision making at the district and each schoolsite, promotion of parent participation in programs for unduplicated pupils and special need subgroups. (Priority 3)

**Pupil engagement:** school attendance rates, chronic absenteeism rates, middle school dropout rates, high school dropout rates, high school graduations rates. (Priority 5)

**School climate:** pupil suspension rates, pupil expulsion rates, other local measures including surveys of pupils, parents and teachers on the sense of safety and school connectedness. (Priority 6)

**Section 1: Stakeholder Engagement**

*Meaningful engagement of parents, pupils, and other stakeholders, including those representing the subgroups identified in Education Code section 52052, is critical to the LCAP and budget process. Education Code sections 52060(g), 52062 and 52063 specify the minimum requirements for school districts; Education Code sections 52066(g), 52068 and 52069 specify the minimum requirements for county offices of education, and Education Code section 47606.5 specifies the minimum requirements for charter schools. In addition, Education Code section 48985 specifies the requirements for translation of documents.*

**Instructions:** Describe the process used to consult with parents, pupils, school personnel, local bargaining units as applicable, and the community and how this consultation contributed to development of the LCAP or annual update. Note that the LEA’s goals, actions, services and expenditures related to the state priority of parental involvement are to be described separately in Section 2. In the annual update boxes, describe the stakeholder involvement process for the review, and describe its impact on, the development of the annual update to LCAP goals, actions, services, and expenditures.

**Guiding Questions:**

- 1) How have applicable stakeholders (e.g., parents and pupils, including parents of unduplicated pupils and unduplicated pupils identified in Education Code section 42238.01; community members; local bargaining units; LEA personnel; county child welfare agencies; county office of education foster youth services programs, court-appointed special advocates, and other foster youth stakeholders; community organizations representing English learners; and others as appropriate) been engaged and involved in developing, reviewing, and supporting implementation of the LCAP?
- 2) How have stakeholders been included in the LEA’s process in a timely manner to allow for engagement in the development of the LCAP?
- 3) What information (e.g., quantitative and qualitative data/metrics) was made available to stakeholders related to the state priorities and used by the LEA to inform the LCAP goal setting process? How was the information made available?
- 4) What changes, if any, were made in the LCAP prior to adoption as a result of written comments or other feedback received by the LEA through any of the LEA’s engagement processes?
- 5) What specific actions were taken to meet statutory requirements for stakeholder engagement pursuant to Education Code sections 52062, 52068, and 47606.5, including engagement with representatives of parents and guardians of pupils identified in Education Code section 42238.01?
- 6) What specific actions were taken to consult with pupils to meet the requirements 5 CCR 15495(a)?
- 7) How has stakeholder involvement been continued and supported? How has the involvement of these stakeholders supported improved outcomes for pupils, including unduplicated pupils, related to the state priorities?

Involvement Process	Impact on LCAP
<p><b>Annual Update:</b>                      February 4, 2015 - Board Report on the 2015-16 LCAP timeline and plan to gather input and data for the plan update.                      February 11, 2015 - State of the District address was presented to community and staff. The presentation included an update on where the District is as a whole, what we have accomplished in the last year and where we are headed.</p>	<p><b>Annual Update:</b></p>



This presentation was presented in English and Spanish at separate meetings. All who attended were invited to provide the District feedback on how they felt the District did on the 2014-15 LCAP Goals and provide input and suggestions for changes in 2015-16.

February 12, 2015 through March 5, 2015 - Principals held trainings for staff and parents on the information that was presented at the February 11 State of the District Meeting. Wanted more opportunity to get the message out. Again, staff and parents were asked to provide feedback on the 2014-15 LCAP Goals and provide suggestions for changes in 2015-16.

February 19, 2015 - District had the first LCAP Committee Meeting. District LCAP Committee consists of 3-Principals, 9-Parents, 1-Community at-large Member, 1 Foster Youth Representative, 6-Teacher Representatives, 2 Support Service Representatives, 2 Classified Employee Representatives, and 4-Administrators to proctor the meetings. At this meeting, the 2014-15 LCAP Goals and Actions were reviewed. The group was given progress made on all actions as of that date. The new format of the 2015-16 LCAP was reviewed. Group was encourage to provide feedback on the 2014-15 LCAP and suggestions for the 2015-16 LCAP.

February 24, 2015 - District office staff, Maintenance and Transportation staff were provided an opportunity to be presented with the information that was provided at the State of the District address from February 19, 2015. All staff were asked to provide feedback on the 2014-15 LCAP actions and goals and suggestions for improvement in 2015-16.

March 25, 2015 - District LCAP Committee At this meeting, the team established Norms for working together, reviewed the purpose of the LCAP Committee, reviewed Parking Lot issues from previous meeting, results of the District feedback form (survey) were provided to the group and discussed. The team broke in to groups of 4 to work on new actions and goals for the 2015-16 LCAP. The team came back together as a whole and reviewed all of the work done to revise the LCAP plan and discussed the next steps in the process.

May 18, 2015 through June 3, 2015 - the Draft LCAP plan for 2015-16 was presented to the public for their review and comment.

Over 2900 feedback forms were returned to the District with input on the 2014-15 and 2015-16 LCAP goals and actions. This data was compiled and used by the District LCAP Committee to make adjustments to the plan.

Committee Objectives: The LCAP Advisory Committee' objectives included:

- Provide an overview of LCAP, LCFF, and the eight priority metrics to the group.
- Compile the input from all the stakeholder groups.
- Update actions to coordinate with each goal.
- Further prioritize actions and implementation for each of the three years in the LCAP.

Many meetings were held with a few key DEALC Representatives to discuss the need for much improvement in the English Learners at our District. This information was used to develop the new goals of the District with more focus on students and their achievements.

LCAP was changed from having 9 Goals with supporting actions to 4 Goals with supporting actions. This was done as a result of feedback from staff and parents that there was too much going on and not enough focus. Goals were aligned to education goals in the District and focused on students. Actions from the 2014-15 LCAP were then reassigned to the new goals. The Committee worked to revise or remove any of these goals as needed (based on consensus and feedback). The team also developed new actions needed to support the focus on students.

2014-15 Goal #1 actions will be included in 2015-16 Goal #4, 2014-15 Goal #2 actions will be included in Goal #4, 2014-15 Goal #3 actions will be included in 2015-16 Goals #1 & 2, 2014-15 Goal #4 actions will be included in 2015-16 Goal #3, 2014-15 Goal #5 actions will be included in 2015-16 Goal #4, 2014-15 Goal #6 actions will be included in 2015-16 Goal #4, 2014-15 Goal #7 actions will be included in 2015-16 Goal #4, 2014-15 Goal #8 actions will be included in 2015-

May 18, 2015 - June 4, 2015 Superintendent provided written response to comments received.

June 3, 2015 - Public Hearing at a Board Meeting to hear comments received on the 2015-16 LCAP Draft Plan. A presentation on the Draft plan was presented to the Board and public during a study session.

June 9, 2015 - Preliminary LCAP was presented to Superintendent's Parent Advisory Committee for their review and comments.

June 11, 2015 - Preliminary LCAP was present to DELAC for their review and comments.

June 24, 2015 - Board will Adopt the final 2015-16 LCAP

16 Goals #1 & 2, 2014-15 Goal #9 actions will be included in 2015-16 Goals #1 & 2

## Section 2: Goals, Actions, Expenditures, and Progress Indicators

### Instructions:

All LEAs must complete the LCAP and Annual Update Template each year. The LCAP is a three-year plan for the upcoming school year and the two years that follow. In this way, the program and goals contained in the LCAP align with the term of a school district and county office of education budget and multiyear budget projections. The Annual Update section of the template reviews progress made for each stated goal in the school year that is coming to a close, assesses the effectiveness of actions and services provided, and describes the changes made in the LCAP for the next three years that are based on this review and assessment.

Charter schools may adjust the table below to align with the term of the charter school’s budget that is submitted to the school’s authorizer pursuant to Education Code section 47604.33.

For school districts, Education Code sections 52060 and 52061, for county offices of education, Education Code sections 52066 and 52067, and for charter schools, Education Code section 47606.5 require(s) the LCAP to include a description of the annual goals, for all pupils and each subgroup of pupils, to be achieved for each state priority as defined in 5 CCR 15495(i) and any local priorities; a description of the specific actions an LEA will take to meet the identified goals; a description of the expenditures required to implement the specific actions; and an annual update to include a review of progress towards the goals and describe any changes to the goals.

To facilitate alignment between the LCAP and school plans, the LCAP shall identify and incorporate school-specific goals related to the state and local priorities from the school plans submitted pursuant to Education Code section 64001. Furthermore, the LCAP should be shared with, and input requested from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, pupil advisory groups, etc.) to facilitate alignment between school-site and district-level goals and actions. An LEA may incorporate or reference actions described in other plans that are being undertaken to meet the goal.

**Using the following instructions and guiding questions, complete a goal table (see below) for each of the LEA’s goals. Duplicate and expand the fields as necessary.**

**Goal:** Describe the goal:

When completing the goal tables, include goals for all pupils and specific goals for schoolsites and specific subgroups, including pupils with disabilities, both at the LEA level and, where applicable, at the schoolsite level. The LEA may identify which schoolsites and subgroups have the same goals, and group and describe those goals together. The LEA may also indicate those goals that are not applicable to a specific subgroup or schoolsite.

**Related State and/or Local Priorities:** Identify the state and/or local priorities addressed by the goal by placing a check mark next to the applicable priority or priorities. The LCAP must include goals that address each of the state priorities, as defined in 5 CCR 15495(i), and any additional local priorities; however, one goal may address multiple priorities.

**Identified Need:** Describe the need(s) identified by the LEA that this goal addresses, including a description of the supporting data used to identify the need(s).

**Schools:** Identify the schoolsites to which the goal applies. LEAs may indicate “all” for all schools, specify an individual school or a subset of schools, or specify grade spans (e.g., all high schools or grades K-5).

**Applicable Pupil Subgroups:** Identify the pupil subgroups as defined in Education Code section 52052 to which the goal applies, or indicate “all” for all pupils.

**Expected Annual Measurable Outcomes:** For each LCAP year, identify and describe specific expected measurable outcomes for all pupils using, at minimum, the applicable required metrics for the related state priorities. Where applicable, include descriptions of specific expected measurable outcomes for schoolsites and specific subgroups, including pupils with disabilities, both at the LEA level and at the schoolsite level.

The metrics used to describe the expected measurable outcomes may be quantitative or qualitative, although the goal tables must address all required metrics for every state priority in each LCAP year. The required metrics are the specified measures and objectives for each state priority as set forth in Education Code sections 52060(d) and 52066(d). For the pupil engagement priority metrics, LEAs must calculate the rates specified in Education Code sections 52060(d)(5)(B), (C), (D) and (E) as described in the Local Control Accountability Plan and Annual Update Template Appendix, sections (a) through (d).

**Action/Services:** For each LCAP year, identify all annual actions to be performed and services provided to meet the described goal. Actions may describe a group of services that are implemented to achieve the identified goal.

**Scope of Service:** Describe the scope of each action/service by identifying the schoolsites covered. LEAs may indicate “all” for all schools, specify an individual school or a subset of schools, or specify grade spans (e.g., all high schools or grades K-5). If supplemental and concentration funds are used to support the action/service, the LEA must identify if the scope of service is districtwide, schoolwide, countywide, or charterwide.

**Pupils to be served within identified scope of service:** For each action/service, identify the pupils to be served within the identified scope of service. If the action to be performed or the service to be provided is for all pupils, place a check mark next to “ALL.”

For each action and/or service to be provided above what is being provided for all pupils, place a check mark next to the applicable unduplicated pupil subgroup(s) and/or other pupil subgroup(s) that will benefit from the additional action, and/or will receive the additional service. Identify, as applicable, additional actions and services for unduplicated pupil subgroup(s) as defined in Education Code section 42238.01, pupils redesignated fluent English proficient, and/or pupils subgroup(s) as defined in Education Code section 52052.

**Budgeted Expenditures:** For each action/service, list and describe budgeted expenditures for each school year to implement these actions, including where those expenditures can be found in the LEA’s budget. The LEA must reference all fund sources for each proposed expenditure. Expenditures must be classified using the California School Accounting Manual as required by Education Code sections 52061, 52067, and 47606.5.

**Guiding Questions:**

- 1) What are the LEA’s goal(s) to address state priorities related to “Conditions of Learning”?
- 2) What are the LEA’s goal(s) to address state priorities related to “Pupil Outcomes”?
- 3) What are the LEA’s goal(s) to address state priorities related to parent and pupil “Engagement” (e.g., parent involvement, pupil engagement, and school climate)?
- 4) What are the LEA’s goal(s) to address any locally-identified priorities?
- 5) How have the unique needs of individual schoolsites been evaluated to inform the development of meaningful district and/or individual schoolsite goals (e.g., input from site level advisory groups, staff, parents, community, pupils; review of school level plans; in-depth school level data analysis, etc.)?
- 6) What are the unique goals for unduplicated pupils as defined in Education Code sections 42238.01 and subgroups as defined in section 52052 that are different from the LEA’s goals for all pupils?
- 7) What are the specific expected measurable outcomes associated with each of the goals annually and over the term of the LCAP?
- 8) What information (e.g., quantitative and qualitative data/metrics) was considered/reviewed to develop goals to address each state or local priority?
- 9) What information was considered/reviewed for individual schoolsites?
- 10) What information was considered/reviewed for subgroups identified in Education Code section 52052?
- 11) What actions/services will be provided to all pupils, to subgroups of pupils identified pursuant to Education Code section 52052, to specific schoolsites, to English learners, to low-income pupils, and/or to foster youth to achieve goals identified in the LCAP?
- 12) How do these actions/services link to identified goals and expected measurable outcomes?
- 13) What expenditures support changes to actions/services as a result of the goal identified? Where can these expenditures be found in the LEA’s budget?

GOAL 1:	All Students will reach high standards, at a minimum, attaining proficiency or better in reading and mathematics.	Related State and/or Local Priorities: 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 4 <input checked="" type="checkbox"/> 5 <input checked="" type="checkbox"/> 6 <input checked="" type="checkbox"/> 7 <input checked="" type="checkbox"/> 8 <input checked="" type="checkbox"/>  COE only: 9 _ 10 _  Local : Specify
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Identified Need :	Course access will be increased through the implementation of Common Core State Standards (CCSS). The number of students scoring proficient on the state tests (CAASSP) in Math and English Language Arts will increase.
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Goal Applies to:	Schools: all
	Applicable Pupil Subgroups: all pupils

**LCAP Year 1: 2015-16**

Expected Annual Measurable Outcomes:	Implement class size reduction plan moving to 24:1 in Transitional Kindergarten through 1st Grade and adding Elementary Support Teachers for grades 2 through 5 in 2015-16 and continuing support as facility space allows. Increase positive staff satisfaction with district provided professional development as reported by professional development evaluations. Increase from 85% in 2014-15 by 5% each year after. Adopt new textbooks and elective materials for strands including Math in 2015-16 and English Language Arts (with an ELD component) in 2016-17. Increase the 2014-15 baseline percentage of students scoring proficient or advanced for the CAASSP Assessments by 5% each year after initial test in 2014-15. Maintain 100% rate of 8th grade students promoted to high school.
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Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
Lower Class Size - add teachers to grades TK through 1 to lower class size to 24:1. Add Elementary Support Teachers to sites to support grades 2 through 5 with a program to allow for small group instruction and intervention.	LEA-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	Salaries and benefits for teaching staff Unrestricted General Fund \$1,250,000 This amount is also included in Goals 2, 3, & 4
Provide staff development for all staff that is selected based on student assessment results and staff input.	LEA-wide	<input checked="" type="checkbox"/> All OR: -----	cost for trainers, materials and extra hours for staff to attend (Title I and Title II) General Fund \$2,000,000

<p>Focus on new math adoption. Develop awareness of Next Generation Science Standards. Provide Professional Learning Community Training for Site Administrators. Provide technology professional development.</p>		<p><input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	<p>This amount is also included in Goals 2, 3 &amp; 4</p>
<p>Adopt new core textbooks as subject areas are revised for Common Core</p>	<p>LEA-wide</p>	<p><input checked="" type="checkbox"/> All                  OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	<p>Math in 2015-16 Unrestricted General Fund \$2,000,000</p>
<p>Site Based funds for the following activities: attendance incentives, academics incentives, enrichment activities, interventions/tutoring, parent training classes, materials for strands/STEAM focus, subscriptions and apps for student iPads</p>	<p>LEA-wide</p>	<p><input checked="" type="checkbox"/> All                  OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	<p>to be given to sites to use and plan for in the School Site Plan for Student Achievement General Fund \$813,000                  This amount is also included in Goals 2 &amp; 4</p>
<p>Accelerated Reader Program District-wide to support reading and provide an assessment tool to assist with intervention strategy.</p>	<p>LEA-wide</p>	<p><input checked="" type="checkbox"/> All                  OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	<p>cost of program and materials Unrestricted General Fund \$450,000</p>
<p>Teacher on Special Assignment to support Math focus and new math adoption. Will assist staff with preparation of lesson plans and provide staff development as needed.</p>	<p>LEA-wide</p>	<p><input checked="" type="checkbox"/> All                  OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth</p>	<p>salary and benefits Unrestricted General Fund \$85,000</p>

		<input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	
Electronics replacement plan to replace or repair damaged and obsolete equipment district-wide.	LEA-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	repair or replace equipment Unrestricted General Fund \$500,000
Provide Summer School opportunities for intervention and enrichment	LEA-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	staff and materials for summer school Unrestricted General Fund \$500,000
Offer expanded opportunities (sports and club programs) in After School at the K-8 Schools to engage students	K-8 Sites	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	Additional cost to ASES contract Unrestricted General Fund \$150,000 <hr/> This amount is also included in Goals 2 & 4
Transportation to Academies and special programs	LEA Wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:	Cost of contractor to add routes Unrestricted General Fund \$375,000



		(Specify)	
School Site Teachers on Special Assignment - 1 TOSA per site to support and monitor student progress in the core program and student achievement needs by support to the classroom teacher regarding student needs.	LEA-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	20 Site TOSA's salaries and benefits Unrestricted General Fund \$2,000,000
Support the AVID program through training, fees and field trips at all sites that include grades 6-8.	K-8 and 6-8 Schools	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	cost of training, fees and materials Unrestricted General Fund \$200,000
Maintain the additional Special Ed Staffing from 2014-15 to support small class size and support ratios	LEA-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	cost of staff and benefits Unrestricted \$1,500,000
Provide Saturday Academies for intervention and Enrichment for all students	LEA-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	cost for staff and materials Unrestricted General Fund \$500,000

**LCAP Year 2: 2016-17**

Expected Annual Measurable Outcomes: Implement class size reduction plan moving to 24:1 in Transitional Kindergarten through 1st Grade and adding Elementary Support Teachers for grades 2 through 5 in 2015-16 and continuing support as space allows.  
 Increase positive staff satisfaction with district provided professional development as reported by professional development evaluations.  
 Increase from 85% in 2014-15 by 5% each year after.  
 Adopt new textbooks and elective materials for strands including Math in 2015-16 and English Language Arts (with an ELD component) in 2016-17.  
 Increase the 2014-15 baseline percentage of students scoring proficient or advanced for the CAASSP Assessments by 5% each year after initial test in 2014-15.  
 Maintain 100% rate of 8th grade students promoted to high school.

Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
Lower Class Size - add teachers to grades TK through 1 to lower class size to 24:1. Add Elementary Support Teachers to sites to support grades 2 through 5 with a program to allow for small group instruction and intervention.	LEA-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	Salaries and benefits for teaching staff Unrestricted General Fund \$1,200,000 This amount is also included in Goals 2, 3, & 4
Provide staff development for all staff that is selected based on student assessment results and staff input. Focus on new math adoption and the Next Generation Science Standards.	LEA-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	cost for trainers, materials and extra hours for staff to attend (Title I and Title II) General Fund \$2,000,000 This amount is also included in Goals 2, 3 & 4
Adopt new core textbooks as subject areas are revised for Common Core	LEA-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	Math in 2015-16 Unrestricted General Fund \$2,000,000

		(Specify)	
Site Based funds for the following activities: attendance incentives, academics incentives, enrichment activities, interventions/tutoring, parent training classes, materials for strands/STEAM focus, subscriptions and apps for student iPads	LEA-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	to be given to sites to use and plan for in the School Site Plan for Student Achievement Unrestricted General Fund \$813,000 This amount is also included in Goals 2 & 4
Accelerated Reader Program District-wide to support reading and provide an assessment tool to assist with intervention strategy.	LEA-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	cost of program and materials Unrestricted General Fund \$250,000
Teacher on Special Assignment to support Math focus and new math adoption. Will assist staff with preparation of lesson plans and provide staff development as needed.	LEA-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	salary and benefits Unrestricted General Fund \$85,000
Electronics replacement plan to replace or repair damaged and obsolete equipment district-wide.	LEA-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	repair or replace equipment Unrestricted General Fund \$500,000

Provide Summer School opportunities for intervention and enrichment	LEA-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	staff and materials for summer school Unrestricted General Fund \$500,000
Offer expanded opportunities (sports and club programs) in After School at the K-8 Schools to engage students	LEA-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	Additional cost to ASES contract Unrestricted General Fund \$150,000 <hr/> This amount is also included in Goals 2 & 4
Transportation to Academies and special programs	LEA Wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	Cost of contractor to add routes Unrestricted General Fund \$375,000
School Site Teachers on Special Assignment - 1 TOSA per site to support and monitor student progress in the core program and student achievement needs	LEA-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	20 TOSA's salaries and benefits Unrestricted General Fund \$2,500,000
Support the AVID program through training, fees and field trips at all sites that include grades 6-8.	K-8 and 6-8 Schools	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils	cost of training fees and materials Unrestricted General Fund \$150,000

		_ English Learners _ Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)	
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**LCAP Year 3: 2017-18**

Expected Annual Measurable Outcomes:	Implement class size reduction plan moving to 24:1 in Transitional Kindergarten through 1st Grade and adding Elementary Support Teachers for grades 2 through 5 in 2015-16 and continuing support as space allows. Increase positive staff satisfaction with district provided professional development as reported by professional development evaluations. Increase from 85% in 2014-15 by 5% each year after. Adopt new textbooks and elective materials for strands including Math in 2015-16 and English Language Arts (with an ELD component) in 2016-17. Increase the 2014-15 baseline percentage of students scoring proficient or advanced for the CAASSP Assessments by 5% each year after initial test in 2014-15. Maintain 100% rate of 8th grade students promoted to high school.
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Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
Lower Class Size - add teachers to grades TK through 1 to lower class size to 24:1. Add Elementary Support Teachers to sites to support grades 2 through 5 with a program to allow for small group instruction and intervention.	LEA-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	Salaries and benefits for teaching staff Unrestricted General Fund \$1,200,000 This amount is also included in Goals 2, 3, & 4
Provide staff development for all staff that is selected based on student assessment results and staff input. Focus on new math adoption and the Next Generation Science Standards.	LEA-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	cost for trainers, materials and extra hours for staff to attend (Title I and Title II) General Fund \$2,000,000 This amount is also included in Goals 2, 3 & 4
Adopt new core textbooks as subject areas are revised	LEA-wide	<input checked="" type="checkbox"/> All	Math in 2015-16 Unrestricted General Fund \$2,000,000

<p>for Common Core</p>		<p>OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	
<p>Site Based funds for the following activities: attendance incentives, academics incentives, enrichment activities, interventions/tutoring, parent training classes, materials for strands/STEAM focus, subscriptions and apps for student iPads</p>	<p>LEA-wide</p>	<p><input checked="" type="checkbox"/> All                  OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	<p>to be given to sites to use and plan for in the School Site Plan for Student Achievement Unrestricted General Fund \$813,000                  This amount is also included in Goals 2 &amp; 4</p>
<p>Accelerated Reader Program District-wide to support reading and provide an assessment tool to assist with intervention strategy.</p>	<p>LEA-wide</p>	<p><input checked="" type="checkbox"/> All                  OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	<p>cost of program and materials Unrestricted General Fund \$250,000</p>
<p>Teacher on Special Assignment to support Math focus and new math adoption. Will assist staff with preparation of lesson plans and provide staff development as needed.</p>	<p>LEA-wide</p>	<p><input checked="" type="checkbox"/> All                  OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	<p>salary and benefits Unrestricted General Fund \$85,000</p>
<p>Electronics replacement plan to replace or repair damaged and obsolete equipment district-wide.</p>	<p>LEA-wide</p>	<p><input checked="" type="checkbox"/> All                  OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners</p>	<p>repair or replace equipment Unrestricted General Fund \$500,000</p>

		<input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	
Provide Summer School opportunities for intervention and enrichment	LEA-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	staff and materials for summer school Unrestricted General Fund \$500,000
Offer expanded opportunities (sports and club programs) in After School at the K-8 Schools to engage students	LEA-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	Additional cost to ASES contract Unrestricted General Fund \$150,000 <hr/> This amount is also included in Goals 2 & 4
Transportation to Academies and special programs	LEA Wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	Cost of contractor to add routes Unrestricted General Fund \$375,000
School Site Teachers on Special Assignment - 1 TOSA per site to support and monitor student progress in the core program and student achievement needs	LEA_wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient	Cost of 20 TOSA's salaries and benefits Unrestricted General Fund \$2,500,000

		_ Other Subgroups: (Specify)	
Support the AVID program through training, fees and field trips at all sites that include grades 6-8.	K-8mand 68 Schools	<input checked="" type="checkbox"/> All OR: _ Low Income pupils _ English Learners _ Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)	costs of training, fees and materials Unrestricted General Fund \$150,000

Complete a copy of this table for each of the LEA's goals. Duplicate and expand the fields as necessary.



GOAL 2:	All limited English proficient students will become proficient in English and reach high academic standards, at a minimum attaining proficiency or better in reading and mathematics. All low-income and foster youth students will reach high academic standards, at a minimum attaining proficiency or better in reading and mathematics.	Related State and/or Local Priorities: 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 4 <input checked="" type="checkbox"/> 5 <input checked="" type="checkbox"/> 6 <input checked="" type="checkbox"/> 7 <input checked="" type="checkbox"/> 8 <input checked="" type="checkbox"/>  COE only: 9 _ 10 _  Local : Specify
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Identified Need :	The number of English Learner, Foster Youth and Low Income students scoring proficient on the state tests (CAASSP) in Math and Ebglish Language Arts will increase. The number of long term English Learners in the district will decrease.
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Goal Applies to:	Schools: all Applicable Pupil Subgroups: English Learners, Foster Youth and Low-Income
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**LCAP Year 1: 2015-16**

Expected Annual Measurable Outcomes:	Increase the baseline percentage of English Learners, Foster Youth and Low-Income students scoring proficient or advanced on the CAASSP Assessments by 5% in 2015-16 and 2% in 2016-17. Reduce the number of Long Term English Learners from 901 students in grades 5 through 8 by 5% in 2015-16 and 5% in 2016-17. Increase the percentage of EL students meeting AMAO 1 from 59% in 2014-15 to 64% in 2015-16 and 67% in 2016-17. Increase the percentage of EL students meeting AMAO 2 from 22.8% in 2014-15 to 27.8% in 2015-16 and 29.8% in 2016-17. Increase the number of English Learner students being reclassified from 991 in 2014-15 by 5% in 2015-16 and another 5% in 2016-17.
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Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
Add new core textbooks as subject areas are revised for common core, including the English Language Development component. Select new textbooks with a focus on the quality of the ELD component.	LEA-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	cost of textbooks Unrestricted General Fund \$2,000,000 This amount is also included in Goal 1
Add a Teacher on Special Assignment to support DLI Programs, provide support with lesson planning and staff development as needed.	Chavez Curren Driffill Elm	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners	teacher salary and benefits Unrestricted General Fund \$85,000

	Kamala Lemonwood Soria	<input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	
Add a Math Teacher on Special Assignment to support the new math adoption, assist with lesson planning and provide staff development as needed. Will provide special support with the ELD component of Math.	LEA-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	teacher salary and benefits Unrestricted General Fund \$85,000
Purchase the Idea Placement Test (IPT) to be used as an assessment tool for English Learners to monitor progress in language acquisition all year long. Provide staff development to all staff with a focus on reclassifying long term English Learners.	LEA-wide	<input type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	cost of program and materials Unrestricted General Fund \$120,000
Purchase the Accelerated Reader Program district-wide to support reading and provide an assessment tool to assist with intervention strategy. Will also be used as a local tool for assessment related to reclassification.	LEA-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	cost of program and materials Unrestricted General Fund \$450,000
Provide staff development to all staff to the English Language Arts/English Language Development framework.	LEA-wide	<input type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient	cost of trainers, materials and staff extra hours (Title I and Title II) General Fund \$2,000,000 <hr/> This amount is included in Goals 1, 3, & 4

		_ Other Subgroups: (Specify)	
Lower class size - add teachers in grades TK through 1 to lower class size to a ratio of 24:1. Add Elementary Support Teachers to sites to support grades 2 through 5 with a program that allows for small group instruction and intervention. Small groups can focus on English language development, support foster youth and low income as identified.	LEA-wide	<input checked="" type="checkbox"/> All OR: _ Low Income pupils _ English Learners _ Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)	cost of teachers and benefits Unrestricted General Fund \$1,250,000
Site based interventions and tutoring focusing on Long Term English Learners and English Learners close to reclassification or newly reclassified.	LEA-wide	_ All OR: _ Low Income pupils <input checked="" type="checkbox"/> English Learners _ Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)	to be given to sites to use and plan for in the Single Plan for Student Achievement (Title III) General Fund \$289,000
Site based interventions and tutoring supporting Foster Youth students.	LEA-wide	_ All OR: _ Low Income pupils _ English Learners <input checked="" type="checkbox"/> Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)	to be given to sites to use and plan for in the Single Plan for Student Achievement. Unrestricted General Fund \$813,000 This amount was also included in Goals 1 and 4
Site based funds to provide intervention and tutoring to low income students	LEA-wide	_ All OR: <input checked="" type="checkbox"/> Low Income pupils _ English Learners _ Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)	to be given to sites to use and plan for in the Single Plan for Student Achievement. Unrestricted General Fund \$813,000 this amount is also include above and in Goals 1 & 4

<p>Site based funds to provide extra interventions/tutoring, parent training classes, materials for strand and STEAM focus, subscriptions and apps for student iPads, enrichment activities, attendance and academic incentives.</p>	<p>LEA-wide</p>	<p><input checked="" type="checkbox"/> All                  OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	<p>to be given to sites to use and plan for in the Single Plan for Student Achievement. Unrestricted General Fund \$813,000                  this amount is also included above and in Goals 1 &amp; 4</p>
<p>Funds to be added to the English Learner Services Department to purchase English Language Development materials and supplies for support with interventions on EL Students.</p> <p>Maintain the 2 District Mixteco Translator positions to support native language translation services</p> <p>Funds to be allocated to English Services Department and to each site based on LEP counts to support site based EL programs and services as listed in each sites approved SPSA.</p>	<p>LEA-wide</p>	<p><input type="checkbox"/> All                  OR:  <input type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	<p>materials and supplies (Title III) General Fund \$350,000                  salaries and benefits Unrestricted General Fund \$110,000                  based on site allocations in each SPSA and approved by School Site Council and Board Unrestricted General Fund \$1,000,000</p>
<p>Continue work to review and update the District EL Master Plan and EL Programs with Loyola Marymount University</p> <p>Add 4 Paraeducators to assist in the newcomer</p>	<p>LEA-wide</p>	<p><input type="checkbox"/> All                  OR:  <input type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	<p>contract for LMU, materials and supplies Unrestricted General Fund \$100,000                  cost of salaries and benefits Unrestricted General Fund \$125,000                  salaries and benefits Unrestricted General Fund \$120,000</p>

<p>classrooms at McKinna School</p> <p>Maintain the additional Teacher and Paraeducator to support the 3rd grade newcomer class at McKinna</p>			
<p>Offer expanded sports and club opportunities at the K-8 Schools to engage students. Focus on engaging English Learners, Foster Youth and Low-Income students.</p>	<p>K-8 Schools</p>	<p><input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)</p>	<p>cost of ASES contract Unrestricted General Fund \$150,000</p>
<p>Offer Summer School opportunities for intervention and enrichment. 2015 will focus on long term English Learners and Migrant students. Program will be expanded in future years to include foster youth and low income students.</p> <p>Offer Saturday Academies throughout the year to support intervention and enrichment for English Learners, Foster Youth and Low Income students.</p>	<p>LEA-wide</p>	<p><input type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)</p>	<p>cost of staff extra hours, materials and supplies Unrestricted General Fund \$500,000</p> <p>cost of staff and materials Unrestricted General Fund \$500,000</p>
<p>Offer expanded Transportation services to Academies and district special programs. Focus on attracting English Learners, Foster Youth and Low-income students to the Academies.</p>	<p>LEA-wide</p>	<p><input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth</p>	<p>cost to add routes to transportation contract Unrestricted General Fund \$375,000</p>

		<input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	
Sustain the Migrant Ed Recruiter position in the English Learner Services Department to continue support for the District's Migrant families.	LEA-wide	<input type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	cost of salary and benefits Unrestricted General Fund \$65,000
Provide breakfast at no cost to all students to support students beginning their day ready to learn.	LEA-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	cost of food (Child Nutrition Fund) \$1,000,000
Provide 2nd chance breakfast to all students to ensure that students are not hungry during the day and are ready to learn.	LEA-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	cost of food (Child Nutrition Fund)
5 Teachers on Special Assignment in the English Learner Division to monitor and support EL Instruction and ELD Implementation in the classrooms.	LEA-Wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient	cost of 5 TOSA's salaries and benefits Unrestricted General Fund \$550,000

		_ Other Subgroups: (Specify)	
<b>LCAP Year 2: 2016-17</b>			
Expected Annual Measurable Outcomes:	Increase the baseline percentage of English Learners, Foster Youth and Low-Income students scoring proficient or advanced on the CAASSP Assessments by 5% in 2015-16 and 10% in 2016-17. Reduce the number of Long Term English Learners from 901 students in grades 4 through 8 by 5% in 2015-16 and 5% in 2016-17. Increase the percentage of EL students meeting AMAO 1 from 59% in 2014-15 to 64% in 2015-16 and 69% in 2016-17. Increase the percentage of EL students meeting AMAO 2 from 22.8% in 2014-15 to 27.8% in 2015-16 and 32.8% in 2016-17. Increase the number of English Learner students being reclassified from 991 in 2014-15 by 5% in 2015-16 and another 5% in 2016-17.		
Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
Add new core textbooks as subject areas are revised for common core, including the English Language Development component. Select new textbooks with a focus on the quality of the ELD component.	LEA-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	cost of textbooks Unrestricted General Fund \$2,000,000 This amount is also included in Goal 1
Add a Teacher on Special Assignment to support DLI Programs, provide support with lesson planning and staff development as needed.	LEA-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	teacher salary and benefits Unrestricted General Fund \$85,000
Add a Math Teacher on Special Assignment to support the new math adoption, assist with lesson planning and provide staff development as needed. Will provide special support with the ELD component of Math.	LEA-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	teacher salary and benefits Unrestricted General Fund \$85,000

		(Specify)	
Purchase the Idea Placement Test (IPT) to be used as an assessment tool for English Learners to monitor progress in language acquisition all year long. Provide staff development to all staff with a focus on reclassifying long term English learners.	LEA-wide	<input type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	cost of program and materials Unrestricted General Fund \$120,000
Purchase the Accelerated Reader Program district-wide to support reading and provide an assessment tool to assist with intervention strategy. Will also be used as a local tool for assessment related to reclassification.	LEA-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	cost of program and materials Unrestricted General Fund \$250,000
Provide staff development to all staff to support the English Language Arts/English Language Development framework.	LEA-wide	<input type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	cost of trainers, materials and staff extra hours (Title I and Title II) Unrestricted General Fund \$2,000,000 This amount is included in Goals 1, 3, & 4
Lower class size - add teachers in grades TK through 1 to lower class size to a ratio of 24:1. Add Elementary Support Teachers to sites to support grades 2 through 5 with a program that allows for small group instruction and intervention. Small groups can focus on English language development, support foster youth and low income as identified. bb	LEA-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	cost of teachers and benefits Unrestricted General Fund \$1,200,000



<p>Site based interventions and tutoring focusing on Long Term English Learners and English Learners close to reclassification or newly reclassified.</p>	<p>LEA-wide</p>	<p><input type="checkbox"/> All  OR:  <input type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:  (Specify)</p>	<p>to be given to sites to use and plan for in the Single Plan for Student Achievement (Title III) General Fund \$289,000</p>
<p>Site based interventions and tutoring supporting Foster Youth students.</p>	<p>LEA-wide</p>	<p><input type="checkbox"/> All  OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input checked="" type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:  (Specify)</p>	<p>to be given to sites to use and plan for in the Single Plan for Student Achievement. Unrestricted General Fund \$813,000  This amount was also included in Goals 1 and 4</p>
<p>Site based funds to provide intervention and tutoring to low income students</p>	<p>LEA-wide</p>	<p><input type="checkbox"/> All  OR:  <input checked="" type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:  (Specify)</p>	<p>to be given to sites to use and plan for in the Single Plan for Student Achievement. Unrestricted General Fund \$813,000  this amount is also include above and in Goals 1 &amp; 4</p>
<p>Site based funds to provide extra interventions/tutoring, parent training classes, materials for strand and STEAM focus, subscriptions and apps for student iPads, enrichment activities, attendance and academic incentives.</p>	<p>LEA-wide</p>	<p><input checked="" type="checkbox"/> All  OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:  (Specify)</p>	<p>to be given to sites to use and plan for in the Single Plan for Student Achievement. Unrestricted General Fund \$813,000  this amount is also included above and in Goals 1 &amp; 4</p>
<p>Funds to be added to the English Learner Services Department to purchase English Language Development materials and supplies for support with</p>	<p>LEA-wide</p>	<p><input type="checkbox"/> All  OR:  <input type="checkbox"/> Low Income pupils</p>	<p>materials and supplies (Title III) General Fund \$350,000</p>

<p>interventions on EL Students.</p>		<p><input checked="" type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	
<p>4 Paraeducators to assist in the newcomer classrooms at McKinna School</p>	<p>McKinna</p>	<p><input type="checkbox"/> All                  OR:  <input type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	<p>cost of salaries and benefits Unrestricted General Fund \$125,000</p>
<p>Offer expanded sports and club opportunities at the K-8 Schools to engage students. Focus on engaging English Learners, Foster Youth and Low-Income students.</p>	<p>K-8 Schools</p>	<p><input type="checkbox"/> All                  OR:  <input checked="" type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners  <input checked="" type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	<p>cost of ASES contract Unrestricted General Fund \$150,000</p>
<p>Offer Summer School opportunities for intervention and enrichment. 2015 will focus on long term English Learners and Migrant students. Program will be expanded in future years to include foster youth and low income students.</p>	<p>LEA-wide</p>	<p><input type="checkbox"/> All                  OR:  <input type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners  <input checked="" type="checkbox"/> Foster Youth  <input checked="" type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	<p>cost of staff extra hours, materials and supplies Unrestricted General Fund \$500,000</p>
<p>Offer expanded Transportation services to Academies and district special programs. Focus on attracting English Learners, Foster Youth and Low-income students to the Academies.</p>	<p>LEA-wide</p>	<p><input type="checkbox"/> All                  OR:  <input checked="" type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners  <input checked="" type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent</p>	<p>cost to add routes to transportation contract Unrestricted General Fund \$375,000</p>

		English proficient _ Other Subgroups: (Specify)	
Sustain the Migrant Ed Recruiter position in the English Learner Services Department to continue support for the District's Migrant families.	LEA-wide	<input type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient _ Other Subgroups: (Specify)	cost of salary and benefits Unrestricted General Fund \$65,000
Provide breakfast at no cost to all students to support students beginning their day ready to learn.	LEA-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient _ Other Subgroups: (Specify)	cost of food (Child Nutrition Fund) \$1,000,000
Provide 2nd chance breakfast to all students to ensure that students are not hungry during the day and are ready to learn.	LEA-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient _ Other Subgroups: (Specify)	cost of food (Child Nutrition Fund)
5 Teachers on Special Assignment in the English Learner Division to monitor and support EL Instruction and ELD implementation in the classrooms.	LEA-Wide	<input type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient _ Other Subgroups:	cost of 5 TOSA's salaries and benefits Unrestricted General Fund \$550,000

		(Specify)	
<b>LCAP Year 3: 2017-18</b>			
Expected Annual Measurable Outcomes:	Increase the baseline percentage of English Learners, Foster Youth and Low-Income students scoring proficient or advanced on the CAASSP Assessments by 5% in 2015-16 and 10% in 2016-17. Reduce the number of Long Term English Learners from 901 students in grades 4 through 8 by 5% in 2015-16 and 5% in 2016-17. Increase the percentage of EL students meeting AMAO 1 from 59% in 2014-15 to 64% in 2015-16 and 69% in 2016-17. Increase the percentage of EL students meeting AMAO 2 from 22.8% in 2014-15 to 27.8% in 2015-16 and 32.8% in 2016-17. Increase the number of English Learner students being reclassified from 991 in 2014-15 by 5% in 2015-16 and another 5% in 2016-17.		
Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
Add new core textbooks as subject areas are revised for common core, including the English Language Development component. Select new textbooks with a focus on the quality of the ELD component.	LEA-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	cost of textbooks Unrestricted General Fund \$2,000,000 This amount is also included in Goal 1
Add a Teacher on Special Assignment to support DLI Programs, provide support with lesson planning and staff development as needed.	LEA-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	teacher salary and benefits Unrestricted General Fund \$85,000
Add a Math Teacher on Special Assignment to support the new math adoption, assist with lesson planning and provide staff development as needed. Will provide special support with the ELD component of Math.	LEA-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	teacher salary and benefits Unrestricted General Fund \$85,000

<p>Purchase the Idea Placement Test (IPT) to be used as an assessment tool for English Learners to monitor progress in language acquisition all year long. Provide staff development to all staff with a focus on reclassifying long term English learners.</p>	<p>LEA-wide</p>	<p><input type="checkbox"/> All  OR:  <input type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:  (Specify)</p>	<p>cost of program and materials Unrestricted General Fund \$120,000</p>
<p>Purchase the Accelerated Reader Program district-wide to support reading and provide an assessment tool to assist with intervention strategy. Will also be used as a local tool for assessment related to reclassification.</p>	<p>LEA-wide</p>	<p><input checked="" type="checkbox"/> All  OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:  (Specify)</p>	<p>cost of program and materials Unrestricted General Fund \$250,000</p>
<p>Provide staff development to all staff to support the English Language Arts/English Language Development framework.</p>	<p>LEA-wide</p>	<p><input type="checkbox"/> All  OR:  <input type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:  (Specify)</p>	<p>cost of trainers, materials and staff extra hours (Title I and Title II) Unrestricted General Fund \$2,000,000  This amount is included in Goals 1, 3, &amp; 4</p>
<p>Lower class size - add teachers in grades TK through 1 to lower class size to a ratio of 24:1. Add Elementary Support Teachers to sites to support grades 2 through 5 with a program that allows for small group instruction and intervention. Small groups can focus on English language development, support foster youth and low income as identified. bb</p>	<p>LEA-wide</p>	<p><input checked="" type="checkbox"/> All  OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:  (Specify)</p>	<p>cost of teachers and benefits Unrestricted General Fund \$1,200,000</p>
<p>Site based interventions and tutoring focusing on Long</p>	<p>LEA-wide</p>	<p><input type="checkbox"/> All</p>	<p>to be given to sites to use and plan for in the Single Plan for</p>

<p>Term English Learners and English Learners close to reclassification or newly reclassified.</p>		<p>OR:  <input type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	<p>Student Achievement (Title III) General Fund \$289,000</p>
<p>Site based interventions and tutoring supporting Foster Youth students.</p>	<p>LEA-wide</p>	<p><input type="checkbox"/> All                  OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input checked="" type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	<p>to be given to sites to use and plan for in the Single Plan for Student Achievement. Unrestricted General Fund \$813,000                  This amount was also included in Goals 1 and 4</p>
<p>Site based funds to provide intervention and tutoring to low income students</p>	<p>LEA-wide</p>	<p><input type="checkbox"/> All                  OR:  <input checked="" type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	<p>to be given to sites to use and plan for in the Single Plan for Student Achievement. Unrestricted General Fund \$813,000                  this amount is also include above and in Goals 1 &amp; 4</p>
<p>Site based funds to provide extra interventions/tutoring, parent training classes, materials for strand and STEAM focus, subscriptions and apps for student iPads, enrichment activities, attendance and academic incentives.</p>	<p>LEA-wide</p>	<p><input checked="" type="checkbox"/> All                  OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	<p>to be given to sites to use and plan for in the Single Plan for Student Achievement. Unrestricted General Fund \$813,000                  this amount is also included above and in Goals 1 &amp; 4</p>
<p>Funds to be added to the English Learner Services Department to purchase English Language Development materials and supplies for support with interventions on EL Students.</p>	<p>LEA-wide</p>	<p><input type="checkbox"/> All                  OR:  <input type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners</p>	<p>materials and supplies (Title III) General Fund \$350,000</p>

		<input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	
5 Teachers on Special Assignment in the English Learner Division to monitor and support EL Instruction and ELD implementation in the classrooms.	LEA-wide	<input type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	cost of 5 TOSA's salaries and benefits Unrestricted General Fund \$550,000
Offer expanded sports and club opportunities at the K-8 Schools to engage students. Focus on engaging English Learners, Foster Youth and Low-Income students.	K-8 Schools	<input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	cost of ASES contract Unrestricted General Fund \$150,000
Offer Summer School opportunities for intervention and enrichment. 2015 will focus on long term English Learners and Migrant students. Program will be expanded in future years to include foster youth and low income students.	LEA-wide	<input type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	cost of staff extra hours, materials and supplies Unrestricted General Fund \$500,000
Offer expanded Transportation services to Academies and district special programs. Focus on attracting English Learners, Foster Youth and Low-income students to the Academies.	LEA-wide	<input type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient	cost to add routes to transportation contract Unrestricted General Fund \$375,000

		_ Other Subgroups: (Specify)	
Sustain the Migrant Ed Recruiter position in the English Learner Services Department to continue support for the District's Migrant families.	LEA-wide	_ All OR: _ Low Income pupils <input checked="" type="checkbox"/> English Learners _ Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)	cost of salary and benefits Unrestricted General Fund \$65,000
Provide breakfast at no cost to all students to support students beginning their day ready to learn.	LEA-wide	<input checked="" type="checkbox"/> All OR: _ Low Income pupils _ English Learners _ Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)	cost of food (Child Nutrition Fund) \$1,000,000
Provide 2nd chance breakfast to all students to ensure that students are not hungry during the day and are ready to learn.	LEA-wide	<input checked="" type="checkbox"/> All OR: _ Low Income pupils _ English Learners _ Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)	cost of food (Child Nutrition Fund)
4 Paraeducators to assist in the newcomer classrooms at McKinna School	MckInna	_ All OR: _ Low Income pupils <input checked="" type="checkbox"/> English Learners _ Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)	Cost of salaries and benefits Unrestricted General Fund \$125,000



**Complete a copy of this table for each of the LEA's goals. Duplicate and expand the fields as necessary.**

GOAL 3:	All students will be taught by highly qualified well-trained professionals.	Related State and/or Local Priorities: 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input type="checkbox"/> 4 <input checked="" type="checkbox"/> 5 <input checked="" type="checkbox"/> 6 <input checked="" type="checkbox"/> 7 <input checked="" type="checkbox"/> 8 <input checked="" type="checkbox"/>  COE only: 9 <input type="checkbox"/> 10 <input type="checkbox"/>  Local : Specify
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Identified Need :	Highly qualified staff will be recruited and retained. Course access to students will be increased by offering relevant professional development. School climate will be improved by having satisfied staff.
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Goal Applies to:	Schools: all Applicable Pupil Subgroups: all
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**LCAP Year 1: 2015-16**

Expected Annual Measurable Outcomes:	Increase the baseline percentage of staff members who rate their job satisfaction at a score of 3, 4 or 5 on a staff survey by 5% each year in 2015-16 and 2016-17. Decrease the staff turnover rate of .071% by .005% each year in 2015-16 and 2016-17. Maintain the status of 100% of highly qualified teachers hired for all years.
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Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
Lower class size - add teachers to grades TK through 1 to lower class size to a 24:1 ratio, add Elementary Support Teachers to support grades 2 through 5 with a program to allow for small group instruction	LEA-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	cost of teacher salaries and benefits Unrestricted General Fund \$1,250,000 This amount is also included in Goals 1 & 2
Provide staff development for all staff in classroom management, cultural awareness and content specific areas to insure staff is prepared and knowledgeable.	LEA-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent	cost for trainers and staff extra hours (Title I and Title II) General Fund \$2,000,000 This amount is also included in Goals 1 & 2

		English proficient _ Other Subgroups: (Specify)	
Provide competitive salaries and benefits package to compete for new staff with neighboring Districts	LEA-wide	<input checked="" type="checkbox"/> All OR: _ Low Income pupils _ English Learners _ Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)	cost of salary and benefits increases General Fund
Develop and refine recruitment strategies, utilizing college job fairs as well as state wide organizations existing job fairs and shows.	LEA-wide	<input checked="" type="checkbox"/> All OR: _ Low Income pupils _ English Learners _ Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)	cost of materials and travel Unrestricted General Fund \$15,000

**LCAP Year 2: 2016-17**

Expected Annual Measurable Outcomes:	Increase the baseline percentage of staff members who rate their job satisfaction at a score of 3, 4 or 5 on a staff survey by 5% each year in 2015-16 and 2016-17. Decrease the staff turnover rate of .071% by .005% each year in 2015-16 and 2016-17. Maintain the status of 100% of highly qualified teachers hired for all years.
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Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
Lower class size - add teachers to grades TK through 1 to lower class size to a 24:1 ratio, add Elementary Support Teachers to support grades 2 through 5 with a program to allow for small group instruction	LEA-wide	<input checked="" type="checkbox"/> All OR: _ Low Income pupils _ English Learners _ Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)	cost of teacher salaries and benefits Unrestricted General Fund \$1,200,000 This amount is also included in Goals 1 & 2

<p>Provide staff development for all staff in classroom management, cultural awareness and content specific areas to insure staff is prepared and knowledgeable.</p>	<p>LEA-wide</p>	<p><input checked="" type="checkbox"/> All                  OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	<p>cost for trainers and staff extra hours (Title I and Title II) General Fund \$2,000,000                  This amount is also included in Goals 1&amp; 2</p>
<p>Provide competitive salaries and benefits package to compete for new staff with neighboring Districts</p>	<p>LEA-wide</p>	<p><input checked="" type="checkbox"/> All                  OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	<p>cost of salary and benefits increases General Fund</p>
<p>Develop and refine recruitment strategies, utilizing college job fairs as well as state wide organizations existing job fairs and shows.</p>	<p>LEA-wide</p>	<p><input checked="" type="checkbox"/> All                  OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	<p>cost of materials and travel Unrestricted General Fund \$15,000</p>

**LCAP Year 3: 2017-18**

<p>Expected Annual Measurable Outcomes:</p>	<p>Increase the baseline percentage of staff members who rate their job satisfaction at a score of 3, 4 or 5 on a staff survey by 5% each year in 2015-16 and 2016-17.                  Decrease the staff turnover rate of .071% by .005% each year in 2015-16 and 2016-17.                  Maintain the status of 100% of highly qualified teachers hired for all years.</p>
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Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
<p>Lower class size - add teachers to grades TK through 1</p>	<p>LEA-wide</p>	<p><input checked="" type="checkbox"/> All</p>	<p>cost of teacher salaries and benefits Unrestricted General</p>

<p>to lower class size to a 24:1 ratio, add Elementary Support Teachers to support grades 2 through 5 with a program to allow for small group instruction</p>		<p>OR:                  _ Low Income pupils                  _ English Learners                  _ Foster Youth                  _ Redesignated fluent English proficient                  _ Other Subgroups:                  (Specify)</p>	<p>Fund \$1,200,000                  This amount is also included in Goals 1 &amp; 2</p>
<p>Provide staff development for all staff in classroom management, cultural awareness and content specific areas to insure staff is prepared and knowledgeable.</p>	<p>LEA-wide</p>	<p><input checked="" type="checkbox"/> All                  OR:                  _ Low Income pupils                  _ English Learners                  _ Foster Youth                  _ Redesignated fluent English proficient                  _ Other Subgroups:                  (Specify)</p>	<p>cost for trainers and staff extra hours (Title I and Title II) General Fund \$2,000,000                  This amount is also included in Goals 1 &amp; 2</p>
<p>Provide competitive salaries and benefits package to compete for new staff with neighboring Districts</p>	<p>LEA-wide</p>	<p><input checked="" type="checkbox"/> All                  OR:                  _ Low Income pupils                  _ English Learners                  _ Foster Youth                  _ Redesignated fluent English proficient                  _ Other Subgroups:                  (Specify)</p>	<p>cost of salary and benefits increases General Fund</p>
<p>Develop and refine recruitment strategies, utilizing college job fairs as well as state wide organizations existing job fairs and shows.</p>	<p>LEA-wide</p>	<p><input checked="" type="checkbox"/> All                  OR:                  _ Low Income pupils                  _ English Learners                  _ Foster Youth                  _ Redesignated fluent English proficient                  _ Other Subgroups:                  (Specify)</p>	<p>cost of materials and travel Unrestricted General Fund \$15,000</p>

Complete a copy of this table for each of the LEA's goals. Duplicate and expand the fields as necessary.

GOAL 4:	All students will be educated in learning environments that are safe, drug-free and conducive to learning	Related State and/or Local Priorities: 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input type="checkbox"/> 4 <input checked="" type="checkbox"/> 5 <input checked="" type="checkbox"/> 6 <input checked="" type="checkbox"/> 7 <input checked="" type="checkbox"/> 8 <input checked="" type="checkbox"/>  COE only: 9 <input type="checkbox"/> 10 <input type="checkbox"/>  Local : Specify
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Identified Need : School climate will be improved by engaging students with a variety of courses.  
 Students will be taught in facilities that are in good repair.  
 The school site will be a welcoming and supportive environment which engages families.  
 Student attendance will be increased.  
 Student suspension, expulsion and drop out rates will decrease.

Goal Applies to: Schools: all  
 Applicable Pupil Subgroups: all

**LCAP Year 1: 2015-16**

Expected Annual Measurable Outcomes: Reduce suspension rates by 1% from 3.3% in 2014-15 in 2015-16 and by 1.3% in 2016-17.  
 Maintain a 0% expulsion rate for all years.  
 Decrease the 2014-15 chronic absence rates from 5% by .5% each year.  
 Decrease the percentage of 7th grade students reporting that they have been in a fight on the California Healthy Kids Survey from 21% in 2014-15. Decrease by 3% in 2015-16 and 6% in 2016-17.  
 Decrease the percentage of 5th grade students reporting that they have been hit or pushed on the California Healthy Kids Survey from 28% in 2014-15 by 3% in 2015-16 and 6% in 2016-17.

Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
Lower class size - add teachers to grades TK through 1 to lower class size ratio to 24:1, add Elementary Support Teachers for grades 2 though 5 to support a program that would allow for small group instruction	LEA-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	cost of teacher salaries and benefits Unrestricted General Fund \$1,250,000 This amount is also included in Goals 1, 2 & 3

<p>Provide staff development for all staff on student engagement, working with low-income students, attendance strategies, positive student behavior (CHAMPS), multi-culturalism and positive affirmation on student efforts.</p>	<p>LEA-wide</p>	<p><input checked="" type="checkbox"/> All  OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:  (Specify)</p>	<p>cost for trainers, materials and staff extra hours (Title I and Title II) General Fund \$2,000,000  This amount is also included in Goals 1, 2 and 3</p>
<p>Task force on student behavior, look at ways to support students removed from classrooms but not suspended or expelled. Coordinate District-wide implementation of CHAMPS</p>	<p>LEA-wide</p>	<p><input checked="" type="checkbox"/> All  OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:  (Specify)</p>	<p>No cost item</p>
<p>District-wide implementation of CHAMPS positive student behavior program to support consistent interactions across the district and sites.</p>	<p>LEA-wide</p>	<p><input checked="" type="checkbox"/> All  OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:  (Specify)</p>	<p>cost for trainers, materials and staff extra hours Unrestricted General Fund \$350,000</p>
<p>Site based funds for parent training classes on the use of iPads and subscriptions and apps for student iPads.</p>	<p>LEA-wide</p>	<p><input checked="" type="checkbox"/> All  OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:  (Specify)</p>	<p>to be given to sites to use and plan for in the School Plan for Student Achievement Unrestricted General Fund \$813,000  This amount is also included in Goals 1 &amp; 2</p>
<p>District-wide Art &amp; Music programs to support enrichment activities and engage students</p>	<p>LEA-wide</p>	<p><input checked="" type="checkbox"/> All  OR:  <input type="checkbox"/> Low Income pupils</p>	<p>cost to hire a consultant or teacher to provide district-wide programs Unrestricted General Fund \$175,000</p>

		<input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	This amount is also included in Goals 1 & 2
Maintain a committee to address social emotional needs of the students from indigenous communities	LEA-wide	<input type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	no cost item
Offer expanded opportunities (club and sports programs) to After School Program at the K-8 Sites to engage students	LEA-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	added to ASES contract Unrestricted General Fund \$150,000
Maintain Behavioral Specialist Position. Works with students to improve behavior and help set a plan to maintain attendance of students	LEA-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	salary and benefits Unrestricted General Fund \$105,000
Develop a 5 year (or more) deferred maintenance plan to keep schools in good repair and provide a better learning environment	LEA-wide	<input type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent	materials and supplies to support deferred maintenance projects Unrestricted General Fund \$675,000



		English proficient _ Other Subgroups: (Specify)	
Maintain School Resource Officers to support sites and students	LEA-wide	<input checked="" type="checkbox"/> All OR: _ Low Income pupils _ English Learners _ Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)	cost of SRO contract Unrestricted General Fund \$151,000
Maintain level of Campus Supervision to keep students safe at lunch and recess and provide before and after school supervision	LEA-wide	<input checked="" type="checkbox"/> All OR: _ Low Income pupils _ English Learners _ Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)	salaries and benefits Unrestricted General Fund \$950,000
Maintain nursing staff and monitor student to nurse ratios	LEA-wide	<input checked="" type="checkbox"/> All OR: _ Low Income pupils _ English Learners _ Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)	salaries and benefits of additional nurse Unrestricted General Fund \$88,000
Add a late bus route to pick-up students at the 3 middle school academies to support intervention, tutoring and sports programs	3 Middle Schools	<input checked="" type="checkbox"/> All OR: _ Low Income pupils _ English Learners _ Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)	cost to add a route to transportation contract Unrestricted General Fund \$75,000

<p>Better communication with parents, support EdConnect system and translation services to support the communication with all parents</p>	<p>LEA-wide</p>	<p><input checked="" type="checkbox"/> All                  OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	<p>no cost item</p>
<p>Maintain Community Liaison Position to support Enrollment Center with new enrollees special needs. Also to communicate needs of new enrollees to the site staff. Specifically helping to identify foster youth students.</p>	<p>LEA-wide</p>	<p><input type="checkbox"/> All                  OR:  <input checked="" type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners  <input checked="" type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	<p>salary and benefits Unrestricted General Fund \$70,000</p>
<p>Maintain a School Counselor at every site to support student social and emotional needs</p>	<p>LEA-wide</p>	<p><input checked="" type="checkbox"/> All                  OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	<p>salaries and benefits Unrestricted General Fund \$2,000,000</p>
<p>Maintain Outreach Consultant positions as full time at all sites to support student social and emotional needs outside of the school day. Also supports attendance.</p>	<p>LEA-wide</p>	<p><input checked="" type="checkbox"/> All                  OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	<p>Salaries and benefits Unrestricted General Fund \$575,000</p>
<p>Maintain training programs for Campus Supervisors</p>	<p>LEA-wide</p>	<p><input checked="" type="checkbox"/> All</p>	<p>cost of training and materials Unrestricted General Fund</p>

		OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	\$25,000
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**LCAP Year 2: 2016-17**

Expected Annual Measurable Outcomes:	Reduce suspension rates by 1% from 3.3% in 2014-15 in 2015-16 and by 1.3% in 2016-17. Maintain a 0% expulsion rate for all years. Decrease the 2014-15 chronic absence rates from 5% by .5% each year. Decrease the percentage of 7th grade students reporting that they have been in a fight on the California Healthy Kids Survey from 21% in 2014-15. Decrease by 3% in 2015-16 and 6% in 2016-17. Decrease the percentage of 5th grade students reporting that they have been hit or pushed on the California Healthy Kids Survey from 28% in 2014-15 by 3% in 2015-16 and 6% in 2016-17.
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Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
Lower class size - add teachers to grades TK through 1 to lower class size ratio to 24:1, add Elementary Support Teachers for grades 2 through 5 to support a program that would allow for small group instruction	LEA-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	cost of teacher salaries and benefits Unrestricted General Fund \$1,200,000 This amount is also included in Goals 1, 2 & 3
Provide staff development for all staff on student engagement, working with low-income students, attendance strategies, positive student behavior (CHAMPS), multi-culturalism and positive affirmation on student efforts.	LEA-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	cost for trainers, materials and staff extra hours (Title I and Title II) Unrestricted General Fund \$2,000,000 This amount is also included in Goals 1, 2 and 3

<p>Task force on student behavior, look at ways to support students removed from classrooms but not suspended or expelled. Coordinate District-wide implementation of CHAMPS</p>	<p>LEA-wide</p>	<p><input checked="" type="checkbox"/> All                  OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	<p>No cost item Unrestricted</p>
<p>District-wide implementation of CHAMPS positive student behavior program to support consistent interactions across the district and sites.</p>	<p>LEA-wide</p>	<p><input checked="" type="checkbox"/> All                  OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	<p>cost for trainers, materials and staff extra hours Unrestricted General Fund \$350,000                  This amount is also included in Goals 1 &amp; 2</p>
<p>Site based funds for parent training classes and subscriptions and apps for student iPads.</p>	<p>LEA-wide</p>	<p><input checked="" type="checkbox"/> All                  OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	<p>to be given to sites to use and plan for in the School Plan for Student Achievement Unrestricted General Fund \$813,000                  This amount is also included in Goals 1 &amp; 2</p>
<p>District-wide Art &amp; Music programs to support enrichment activities and engage students</p>	<p>LEA-wide</p>	<p><input checked="" type="checkbox"/> All                  OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	<p>cost to hire a consultant or teacher to provide district-wide programs Unrestricted General Fund \$150,000                  This amount is also included in Goals 1 &amp; 2</p>
<p>Maintain a committee to address social emotional needs of the students from indigenous communities</p>	<p>LEA-wide</p>	<p><input type="checkbox"/> All                  OR:</p>	<p>No cost item</p>

		<input type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	
Offer expanded opportunities (club and sports programs) to After School Program at the K-8 Sites to engage students	K-8 School	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	added to ASES contract Unrestricted General Fund \$150,000
Maintain Behavioral Specialist Position. Works with students to improve behavior and help set a plan to maintain attendance of students	LEA-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	salary and benefits Unrestricted General Fund \$70,000
Develop a 5 year (or more) deferred maintenance plan to keep schools in good repair and provide a better learning environment	LEA-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	materials and supplies to support deferred maintenance projects Unrestricted General Fund \$1,675,000
Maintain School Resource Officers to support sites and students	LEA-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth	cost of SRO contract Unrestricted General Fund \$200,000

		<input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	
Maintain level of Campus Supervision to keep students safe at lunch and recess and provide before and after school supervision	LEA-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	salaries and benefits Unrestricted General Fund \$900,000
Maintain nursing staff and monitor student to nurse ratios	LEA-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	salaries and benefits of additional nurse Unrestricted General Fund \$84,000
Add a late bus route to pick-up students at the 3 middle school academies to support intervention, tutoring and sports programs	3 Middle Schools	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	cost to add a route to transportation contract Unrestricted General Fund \$75,000
Better communication with parents, support EdConnect system and translation services to support the communication with all parents	LEA-wide	<input checked="" type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:	no cost item Unrestricted General Fund \$550,000

		(Specify)	
Maintain Community Liaison Position to support Enrollment Center with new enrollees special needs. Also to communicate needs of new enrollees to the site staff. Specifically helping to identify foster youth students.	LEA-wide	<input checked="" type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	salary and benefits Unrestricted General Fund \$68,000 This amount is also included in Goals 1 & 2
Maintain a School Counselor at every site to support student social and emotional needs	LEA-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	salaries and benefits Unrestricted General Fund \$2,000,000 1000-1999: Certificated Personnel Salaries
Maintain Outreach Consultant positions as full time at all sites to support student social and emotional needs outside of the school day. Also supports attendance.	LEA-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	Salaries and benefits Unrestricted General Fund \$550,000
	K-8 Schools	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	added to ASES contract Unrestricted General Fund \$150,000

**LCAP Year 3: 2017-18**

Expected Annual Measurable Outcomes:	Reduce suspension rates by 1% from 3.3% in 2014-15 in 2015-16 and by 1.3% in 2016-17. Maintain a 0% expulsion rate for all years. Decrease the 2014-15 chronic absence rates from 5% by .5% each year. Decrease the percentage of 7th grade students reporting that they have been in a fight on the California Healthy Kids Survey from 21% in 2014-15. Decrease by 3% in 2015-16 and 6% in 2016-17. Decrease the percentage of 5th grade students reporting that they have been hit or pushed on the California Healthy Kids Survey from 28% in 2014-15 by 3% in 2015-16 and 6% in 2016-17.
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Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
Lower class size - add teachers to grades TK through 1 to lower class size ratio to 24:1, add Elementary Support Teachers for grades 2 through 5 to support a program that would allow for small group instruction	LEA-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	cost of teacher salaries and benefits Unrestricted General Fund \$1,200,000 This amount is also included in Goals 1, 2 & 3
Provide staff development for all staff on student engagement, working with low-income students, attendance strategies, positive student behavior (CHAMPS), multi-culturalism and positive affirmation on student efforts.	LEA-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	cost for trainers, materials and staff extra hours (Title I and Title II) Unrestricted General Fund \$2,000,000 This amount is also included in Goals 1, 2 and 3
Task force on student behavior, look at ways to support students removed from classrooms but not suspended or expelled. Coordinate District-wide implementation of CHAMPS	LEA-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	No cost item Unrestricted



<p>District-wide implementation of CHAMPS positive student behavior program to support consistent interactions across the district and sites.</p>	<p>LEA-wide</p>	<p><input checked="" type="checkbox"/> All                  OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	<p>cost for trainers, materials and staff extra hours Unrestricted General Fund \$350,000                  This amount is also included in Goals 1 &amp; 2</p>
<p>Site based funds for parent training classes and subscriptions and apps for student iPads.</p>	<p>LEA-wide</p>	<p><input checked="" type="checkbox"/> All                  OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	<p>to be given to sites to use and plan for in the School Plan for Student Achievement Unrestricted General Fund \$813,000                  This amount is also included in Goals 1 &amp; 2</p>
<p>District-wide Art &amp; Music programs to support enrichment activities and engage students</p>	<p>LEA-wide</p>	<p><input checked="" type="checkbox"/> All                  OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	<p>cost to hire a consultant or teacher to provide district-wide programs Unrestricted General Fund \$150,000                  This amount is also included in Goals 1 &amp; 2</p>
<p>Maintain a committee to address social emotional needs of the students from indigenous communities</p>	<p>LEA-wide</p>	<p><input type="checkbox"/> All                  OR:  <input type="checkbox"/> Low Income pupils  <input checked="" type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	<p>No cost item</p>
<p>Offer expanded opportunities (club and sports</p>	<p>K-8</p>	<p><input checked="" type="checkbox"/> All</p>	<p>added to ASES contract Unrestricted General Fund \$150,000</p>

<p>programs) to After School Program at the K-8 sites to engage students</p>	<p>Schools</p>	<p>OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	
<p>Maintain Behavioral Specialist Position. Works with students to improve behavior and help set a plan to maintain attendance of students</p>	<p>LEA-wide</p>	<p><input checked="" type="checkbox"/> All                  OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	<p>salary and benefits Unrestricted General Fund \$70,000</p>
<p>Develop a 5 year (or more) deferred maintenance plan to keep schools in good repair and provide a better learning environment</p>	<p>LEA-wide</p>	<p><input checked="" type="checkbox"/> All                  OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	<p>materials and supplies to support deferred maintenance projects Unrestricted General Fund \$1,675,000</p>
<p>Maintain School Resource Officers to support sites and students</p>	<p>LEA-wide</p>	<p><input checked="" type="checkbox"/> All                  OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:                  (Specify)</p>	<p>cost of SRO contract Unrestricted General Fund \$115,000</p>
<p>Maintain level of Campus Supervision to keep students safe at lunch and recess and provide before and after school supervision</p>	<p>LEA-wide</p>	<p><input checked="" type="checkbox"/> All                  OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners</p>	<p>salaries and benefits Unrestricted General Fund \$900,000</p>

		<input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	
Maintain nursing staff and monitor student to nurse ratios	LEA-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	salaries and benefits of additional nurse Unrestricted General Fund \$84,000
Add a late bus route to pick-up students at the 3 middle school academies to support intervention, tutoring and sports programs	3 Middle Schools	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	cost to add a route to transportation contract Unrestricted General Fund \$75,000
Better communication with parents, support EdConnect system and translation services to support the communication with all parents	LEA-wide	<input checked="" type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	no cost item Unrestricted General Fund \$550,000
Maintain Community Liaison Position to support Enrollment Center with new enrollees special needs. Also to communicate needs of new enrollees to the site staff. Specifically helping to identify foster youth students.	LEA-wide	<input checked="" type="checkbox"/> All OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient	salary and benefits Unrestricted General Fund \$68,000 <hr/> This amount is also included in Goals 1 & 2

		_ Other Subgroups: (Specify)	
Maintain a School Counselor at every site to support student social and emotional needs	LEA-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	salaries and benefits Unrestricted General Fund \$2,000,000
Maintain Outreach Consultant positions as full time at all sites to support student social and emotional needs outside of the school day. Also supports attendance.	LEA-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	Salaries and benefits Unrestricted General Fund \$550,000

Complete a copy of this table for each of the LEA's goals. Duplicate and expand the fields as necessary.

## Annual Update

**Annual Update Instructions:** For each goal in the prior year LCAP, review the progress toward the expected annual outcome(s) based on, at a minimum, the required metrics pursuant to Education Code sections 52060 and 52066. The review must include an assessment of the effectiveness of the specific actions. Describe any changes to the actions or goals the LEA will take as a result of the review and assessment. In addition, review the applicability of each goal in the LCAP.

### Guiding Questions:

- 1) How have the actions/services addressed the needs of all pupils and did the provisions of those services result in the desired outcomes?
- 2) How have the actions/services addressed the needs of all subgroups of pupils identified pursuant to Education Code section 52052, including, but not limited to, English learners, low-income pupils, and foster youth; and did the provision of those actions/services result in the desired outcomes?
- 3) How have the actions/services addressed the identified needs and goals of specific schoolsites and were these actions/services effective in achieving the desired outcomes?
- 4) What information (e.g., quantitative and qualitative data/metrics) was examined to review progress toward goals in the annual update?
- 5) What progress has been achieved toward the goal and expected measurable outcome(s)? How effective were the actions and services in making progress toward the goal? What changes to goals, actions, services, and expenditures are being made in the LCAP as a result of the review of progress and assessment of the effectiveness of the actions and services?
- 6) What differences are there between budgeted expenditures and estimated actual annual expenditures? What were the reasons for any differences?

Complete a copy of this table for each of the LEA's goals in the prior year LCAP. Duplicate and expand the fields as necessary.

Original GOAL 1 from prior year LCAP:	Increase school safety			Related State and/or Local Priorities: 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 4 <input checked="" type="checkbox"/> 5 <input checked="" type="checkbox"/> 6 <input checked="" type="checkbox"/> 7 <input checked="" type="checkbox"/> 8 <input checked="" type="checkbox"/>  COE only: 9 _ 10 _  Local : Specify
Goal Applies to:	Schools: all	Applicable Pupil Subgroups:	all pupils	
Expected Annual Measurable Outcomes:	Reduce suspension and expulsion rates by 1% over prior year district wide  N/A, Bi-Annual Survey  Explore viability of GSA.	Actual Annual Measurable Outcomes:	Suspension rates have decreased by over 1% already for the 2014-15 year. Expulsion rates have been reduced to 0. Class size was not able to be done in 2014-15, but in 2015-16 progress will be made to reduce class size in the lower grades.	
<b>LCAP Year: 2014-15</b>				
Planned Actions/Services		Actual Actions/Services		
	Budgeted Expenditures		Estimated Actual Annual Expenditures	
Add a Behavioral Specialist in each of next 2 years	salary and benefits in resource Unrestricted \$105,000	Behavior Specialist was hired in August 2014 for the entire year	\$106,940 Unrestricted General Fund	
Scope of Service	LEA-wide	Scope of Service	LEA-wide	
<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)		<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)		
Add Appropriate door locks	one-time cost Unrestricted	was not done - will be done in 2015-16	\$0.00 Unrestricted General Fund	

	\$375,000		
Scope of Service LEA-wide <hr/> <input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)		Scope of Service Lea-Wide <hr/> <input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	
Campus Supervision Training	support substitutes and training materials Unrestricted \$19,500	this was started as in on-going in 2014-15	\$19,500 Unrestricted General Fund
Scope of Service LEA-wide <hr/> <input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)		Scope of Service LEA_wide <hr/> <input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	
Create a task force to establish an action plan for student behavior support	No cost item	this was done and they will continue to meet	
Scope of Service LEA-wide <hr/> <input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)		Scope of Service LEA-wide <hr/> <input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	

<p>Increase Campus Supervision</p>	<p>given to sites to budget additional support. Unrestricted \$875,000</p>	<p>this was done at every site</p>	<p>\$875,000 Unrestricted General Fund</p>
<p>Scope of Service   LEA-wide</p> <hr/> <p><input checked="" type="checkbox"/> All          OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups: (Specify)</p>		<p>Scope of Service   LEA_wide</p> <hr/> <p><input checked="" type="checkbox"/> All          OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups: (Specify)</p>	
<p>Lower Class Size</p>	<p>Explore viability of GSA.</p>	<p>exploration was done in 2014-15, will be done in 2015-16 for grades TK-1.</p>	
<p>Scope of Service   LEA-wide</p> <hr/> <p><input checked="" type="checkbox"/> All          OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups: (Specify)</p>		<p>Scope of Service   LEA-wide</p> <hr/> <p><input checked="" type="checkbox"/> All          OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups: (Specify)</p>	
<p>Positive Student Behavior Program</p>	<p>\$5,000 will be allocated to each K-5 and K-8 site Unrestricted \$85,000</p>	<p>this was done at the school site level</p>	<p>\$85,000 Unrestricted General Fund</p>
<p>Scope of Service   LEA-wide</p> <hr/> <p><input checked="" type="checkbox"/> All          OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient</p>		<p>Scope of Service   LEA-wide</p> <hr/> <p><input checked="" type="checkbox"/> All          OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups: (Specify)</p>	



_ Other Subgroups: (Specify)											
Update/Fix window blinds	Not added	this will be done in 2015-16									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; padding: 2px;">Scope of Service</td> <td style="padding: 2px;">LEA-wide</td> </tr> <tr> <td colspan="2" style="padding: 2px;"> <input checked="" type="checkbox"/> All            OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups: (Specify)         </td> </tr> </table>	Scope of Service	LEA-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; padding: 2px;">Scope of Service</td> <td style="padding: 2px;">LEA-wide</td> </tr> <tr> <td colspan="2" style="padding: 2px;"> <input checked="" type="checkbox"/> All            OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups: (Specify)         </td> </tr> </table>	Scope of Service	LEA-wide	<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)		
Scope of Service	LEA-wide										
<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)											
Scope of Service	LEA-wide										
<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)											
What changes in actions, services, and expenditures will be made as a result of reviewing past progress and/or changes to goals?	This goal will be included in Goal 4 for the 2015-16 year with the accompany actions. Door locks and window blinds will be done in 2015-16.										

Complete a copy of this table for each of the LEA's goals in the prior year LCAP. Duplicate and expand the fields as necessary.

Complete a copy of this table for each of the LEA's goals in the prior year LCAP. Duplicate and expand the fields as necessary.

Original GOAL 2 from prior year LCAP:	Increase Student Connectedness		Related State and/or Local Priorities: 1 _ 2 _ 3 _ 4 <input checked="" type="checkbox"/> 5 <input checked="" type="checkbox"/> 6 <input checked="" type="checkbox"/> 7 _ 8 <input checked="" type="checkbox"/>  COE only: 9 _ 10 _  Local : Specify
Goal Applies to:	Schools: all	-----	
	Applicable Pupil Subgroups:	English Learners, Foster Youth and Low-Income	
Expected Annual Measurable Outcomes:	Maintain 96% attendance ratio district wide  Create and administer initial survey	Actual Annual Measurable Outcomes:	Attendance ratio went from 96.68% in 2013-14 to 96.48 in 2014-15.
<b>LCAP Year: 2014-15</b>			
Planned Actions/Services		Actual Actions/Services	
	Budgeted Expenditures		Estimated Actual Annual Expenditures
Academic Incentives	\$2.00 per student will be given to sites to budget Unrestricted \$34,000	this was done at the school site level	\$34,000 Unrestricted General Fund
Scope of Service	LEA-wide	Scope of Service	LEA-wide
<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)		<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	
Add a Community Liaison Position	per year for salary and benefits Unrestricted \$65,000	This was done in August 2014	\$53,254 Unrestricted General Fund

<p>Scope of Service   LEA-wide</p>		<p>Scope of Service   LEA-wide</p>	
<p>X All ----- OR: _ Low Income pupils _ English Learners _ Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)</p>		<p>X All ----- OR: _ Low Income pupils _ English Learners _ Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)</p>	
<p>Add District-wide Art &amp; Music Teachers</p>	<p>cost of salary and benefits for 2 teachers Unrestricted \$155,000</p>	<p>Art Teacher was added in February 2015, Music Program is being developed</p>	<p>\$40,996 Unrestricted General Fund</p>
<p>Scope of Service   LEA-wide</p>		<p>Scope of Service   LEA-wide</p>	
<p>X All ----- OR: _ Low Income pupils _ English Learners _ Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)</p>		<p>X All ----- OR: _ Low Income pupils _ English Learners _ Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)</p>	
<p>Offer expanded opportunities (clubs/sports programs) in After School Programs at K-8 schools.</p>	<p>\$25,000 for each K-8 site Unrestricted \$150,000</p>	<p>This was done at the 6 K-8 sites in the After school program</p>	<p>\$150,000 Unrestricted General Fund</p>
<p>Scope of Service   K-8 Schools</p>		<p>Scope of Service   K-8 Schools</p>	
<p>X All ----- OR: _ Low Income pupils _ English Learners _ Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)</p>		<p>X All ----- OR: _ Low Income pupils _ English Learners _ Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)</p>	

<p>Attendance Incentives</p>	<p>\$2.00 per student will be given to sites to budget Unrestricted \$34,000</p>	<p>This was done at the school site level</p>	<p>\$34,000 Unrestricted General Fund</p>
<p>Scope of Service LEA-wide</p> <hr/> <p><input checked="" type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>		<p>Scope of Service LEA-wide</p> <hr/> <p><input checked="" type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>	
<p>Create a task force to establish an action plan for student behavior support</p>	<p>No cost item</p>	<p>This was done</p>	
<p>Scope of Service LEA-wide</p> <hr/> <p><input checked="" type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>		<p>Scope of Service LEA-wide</p> <hr/> <p><input checked="" type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>	
<p>Enrichment Activities (i.e. fieldtrips)</p>	<p>\$10.00 per student will be given to sites to budget Unrestricted \$170,000</p>	<p>This was done at the school site level</p>	<p>\$170,000 Unrestricted General Fund</p>
<p>Scope of Service LEA-wide</p> <hr/> <p><input checked="" type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p>		<p>Scope of Service LEA-wide</p> <hr/> <p><input checked="" type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p>	

_ Redesignated fluent English proficient _ Other Subgroups: (Specify)		_ Redesignated fluent English proficient _ Other Subgroups: (Specify)	
Hire School Counselors at each site	20 new Counselor positions. Unrestricted 2,089,500	17 new counselors were hire to make sure every site had at least 1 Counselor	\$1,808,303 Unrestricted General Fund
Scope of Service LEA-wide <hr/> <input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)		Scope of Service LEA-wide <hr/> <input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	
Increase Outreach Consultant Hours	general fund to increase hours so all sites with have a full time ORC Unrestricted \$525,000	This was done at every site they now have an 8 hour Outreach Consultant	\$525,000 Unrestricted General Fund
Scope of Service LEA-wide <hr/> <input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)		Scope of Service LEA-wide <hr/> <input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	
Lower Class Size	Explore viability of GSA.	This will be done in 2015-16	
Scope of Service LEA-wide <hr/> <input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils		Scope of Service LEA-wide <hr/> <input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils	

<ul style="list-style-type: none"> <li>_ English Learners</li> <li>_ Foster Youth</li> <li>_ Redesignated fluent English proficient</li> <li>_ Other Subgroups: (Specify)</li> </ul>		<ul style="list-style-type: none"> <li>_ English Learners</li> <li>_ Foster Youth</li> <li>_ Redesignated fluent English proficient</li> <li>_ Other Subgroups: (Specify)</li> </ul>	
What changes in actions, services, and expenditures will be made as a result of reviewing past progress and/or changes to goals?	This will be included in Goal 4 for the 2015-16 LCAP		

**Complete a copy of this table for each of the LEA's goals in the prior year LCAP. Duplicate and expand the fields as necessary.**

Complete a copy of this table for each of the LEA's goals in the prior year LCAP. Duplicate and expand the fields as necessary.

Original GOAL 3 from prior year LCAP:	Provide Pupil access to STEAM through CCSS	Related State and/or Local Priorities: 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input type="checkbox"/> 4 <input checked="" type="checkbox"/> 5 <input checked="" type="checkbox"/> 6 <input checked="" type="checkbox"/> 7 <input checked="" type="checkbox"/> 8 <input checked="" type="checkbox"/>  COE only: 9 <input type="checkbox"/> 10 <input type="checkbox"/>  Local : Specify	
Goal Applies to:	Schools: all Applicable Pupil Subgroups: all		
Expected Annual Measurable Outcomes:	N/A Provide materials for strand focus busing provided to students outside of attendance area All students will have a device number of subscriptions and apps available to support instruction diversify professional development opportunities	Actual Annual Measurable Outcomes: Materials were purchased at the site level to support strand focus. 15 Bus routes were added to support students attending academies and overflow students in the District. All students had a device by October 2014. Over 200 apps have been purchased to support student learning using the iPad. A diverse variety of professional development was offered in 2014-15. This was somewhat hindered by the lack of substitute teachers to fill in when staff is out. Plan will be revised for future Professional Development.	
<b>LCAP Year: 2014-15</b>			
Planned Actions/Services		Actual Actions/Services	
	Budgeted Expenditures		Estimated Actual Annual Expenditures
1:1 Devices with accessories	Approximately \$5.2 Million dollars needed to complete deployment. Is funded out of fund facilities program. Unrestricted	this was done by October 2014, all 17,000 students had a 1:1 device, iPad	\$5,200,000 General Fund
Scope of Service	LEA-wide	Scope of Service	LEA-wide
<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners		<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners	

_ Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)		_ Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)	
Add a Community Liaison Position	per year for salary and benefits Unrestricted \$65,000	This was done in August 2014	\$53,254 Unrestricted General Fund
Scope of Service LEA-wide <hr/> <input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)		Scope of Service LEA_wide <hr/> <input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	
Develop an electronics replacement plan	to support District electronics replacement. Unrestricted \$500,000	This was done by the IT Department	\$500,000 Unrestricted General Fund
Scope of Service LEA-wide <hr/> <input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)		Scope of Service LEA-wide <hr/> <input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	
Lower Class Size	Explore viability of GSA.	This will be done in 2015-16	
Scope of Service LEA-wide <hr/> <input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils		Scope of Service LEA-wide <hr/> <input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils	



<ul style="list-style-type: none"> <li><input type="checkbox"/> English Learners</li> <li><input type="checkbox"/> Foster Youth</li> <li><input type="checkbox"/> Redesignated fluent English proficient</li> <li><input type="checkbox"/> Other Subgroups: (Specify)</li> </ul>		<ul style="list-style-type: none"> <li><input type="checkbox"/> English Learners</li> <li><input type="checkbox"/> Foster Youth</li> <li><input type="checkbox"/> Redesignated fluent English proficient</li> <li><input type="checkbox"/> Other Subgroups: (Specify)</li> </ul>					
Professional Development	to support District-wide professional development for certificated staff. \$2,500,000	This was done all year long	\$2,800,000 General Fund				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;"><b>Scope of Service</b></td> <td>LEA-wide</td> </tr> </table> <hr style="border-top: 1px dashed black;"/> <input checked="" type="checkbox"/> All OR: <ul style="list-style-type: none"> <li><input type="checkbox"/> Low Income pupils</li> <li><input type="checkbox"/> English Learners</li> <li><input type="checkbox"/> Foster Youth</li> <li><input type="checkbox"/> Redesignated fluent English proficient</li> <li><input type="checkbox"/> Other Subgroups: (Specify)</li> </ul>	<b>Scope of Service</b>	LEA-wide		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;"><b>Scope of Service</b></td> <td>LEA-wide</td> </tr> </table> <hr style="border-top: 1px dashed black;"/> <input checked="" type="checkbox"/> All OR: <ul style="list-style-type: none"> <li><input type="checkbox"/> Low Income pupils</li> <li><input type="checkbox"/> English Learners</li> <li><input type="checkbox"/> Foster Youth</li> <li><input type="checkbox"/> Redesignated fluent English proficient</li> <li><input type="checkbox"/> Other Subgroups: (Specify)</li> </ul>	<b>Scope of Service</b>	LEA-wide	
<b>Scope of Service</b>	LEA-wide						
<b>Scope of Service</b>	LEA-wide						
Provide materials for academy electives	MSAP Grant Unrestricted \$500,000	This was done all year long at the 3 Academy sites	\$2,594,815 MSAP Grant General Fund				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;"><b>Scope of Service</b></td> <td>Frank, Fremont and Haydock</td> </tr> </table> <hr style="border-top: 1px dashed black;"/> <input checked="" type="checkbox"/> All OR: <ul style="list-style-type: none"> <li><input type="checkbox"/> Low Income pupils</li> <li><input type="checkbox"/> English Learners</li> <li><input type="checkbox"/> Foster Youth</li> <li><input type="checkbox"/> Redesignated fluent English proficient</li> <li><input type="checkbox"/> Other Subgroups: (Specify)</li> </ul>	<b>Scope of Service</b>	Frank, Fremont and Haydock		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;"><b>Scope of Service</b></td> <td>Frank, Fremont and Haydock</td> </tr> </table> <hr style="border-top: 1px dashed black;"/> <input checked="" type="checkbox"/> All OR: <ul style="list-style-type: none"> <li><input type="checkbox"/> Low Income pupils</li> <li><input type="checkbox"/> English Learners</li> <li><input type="checkbox"/> Foster Youth</li> <li><input type="checkbox"/> Redesignated fluent English proficient</li> <li><input type="checkbox"/> Other Subgroups: (Specify)</li> </ul>	<b>Scope of Service</b>	Frank, Fremont and Haydock	
<b>Scope of Service</b>	Frank, Fremont and Haydock						
<b>Scope of Service</b>	Frank, Fremont and Haydock						
Provide Materials for K-5 and K-8 for strands	\$20,000 per site budgeted Unrestricted \$340,000	This was done at the School site level	\$340,000 Unrestricted General Fund				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;"><b>Scope of Service</b></td> <td>K-5 and K-8 Schools</td> </tr> </table>	<b>Scope of Service</b>	K-5 and K-8 Schools		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;"><b>Scope of Service</b></td> <td>K-5 and K-8 Schools</td> </tr> </table>	<b>Scope of Service</b>	K-5 and K-8 Schools	
<b>Scope of Service</b>	K-5 and K-8 Schools						
<b>Scope of Service</b>	K-5 and K-8 Schools						

<p><input checked="" type="checkbox"/> All ----- OR: _ Low Income pupils _ English Learners _ Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)</p>		<p><input checked="" type="checkbox"/> All ----- OR: _ Low Income pupils _ English Learners _ Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)</p>	
<p>Provide Transportation to Academies</p>	<p>for additional transportation Unrestricted \$360,000</p>	<p>This was done to all 3 Academies</p>	<p>\$360,000 Unrestricted General Fund</p>
<p>Scope of Service   Frank, Fremont and Haydock</p>		<p>Scope of Service   Frank, Fremont and Haydock</p>	
<p><input checked="" type="checkbox"/> All ----- OR: _ Low Income pupils _ English Learners _ Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)</p>		<p><input checked="" type="checkbox"/> All ----- OR: _ Low Income pupils _ English Learners _ Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)</p>	
<p>Subscriptions and Apps (VPP) for devices</p>	<p>\$10,000 in each site budget Unrestricted \$200,000</p>	<p>This was done at the School site level</p>	<p>\$200,000 Unrestricted General Fund</p>
<p>Scope of Service   LEA-wide</p>		<p>Scope of Service   LEA-wide</p>	
<p><input checked="" type="checkbox"/> All ----- OR: _ Low Income pupils _ English Learners _ Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)</p>		<p><input checked="" type="checkbox"/> All ----- OR: _ Low Income pupils _ English Learners _ Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)</p>	
<p>Support adoption of Core Materials</p>	<p>save up for new adoptions Unrestricted General Fund \$2,000,000</p>	<p>Math was adopted in April 2015</p>	<p>\$2,100,000 Unrestricted General Fund</p>

Scope of Service	LEA-wide		Scope of Service	LEA-wide	
<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)			<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)		
What changes in actions, services, and expenditures will be made as a result of reviewing past progress and/or changes to goals?	This will be included in Goals 1 and 2 in the 2015-16 LCAP. The increase of funds made available in the MSAP grant was used to support the Academy focus at the 3 middle schools. With the addition of 6th grade, more funds were needed to support focus.				

Complete a copy of this table for each of the LEA's goals in the prior year LCAP. Duplicate and expand the fields as necessary.

Complete a copy of this table for each of the LEA's goals in the prior year LCAP. Duplicate and expand the fields as necessary.

Original GOAL 4 from prior year LCAP:	Recruit & Retain Staff	Related State and/or Local Priorities: 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input type="checkbox"/> 4 <input checked="" type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8 <input type="checkbox"/>  COE only: 9 <input type="checkbox"/> 10 <input type="checkbox"/>  Local : Specify	
Goal Applies to:	Schools: all Applicable Pupil Subgroups: all		
Expected Annual Measurable Outcomes:	reduce staff leaving District for reasons other than retirement/promotion by 2% from previous year  HR will attend job fairs to recruit highly qualified staff  Base Year	Actual Annual Measurable Outcomes: In the first year of tracking there was only a .071% of staff turnover in the Teaching section. HR attended at least 6 job fairs this spring to increase recruitment efforts.	
<b>LCAP Year: 2014-15</b>			
Planned Actions/Services		Actual Actions/Services	
	Budgeted Expenditures		Estimated Actual Annual Expenditures
Competitive Salaries & Benefits	Negotiated salary and benefits for all employees reflected in salary and benefits accounts throughout the budget	All staff received raises competitive with neighboring Districts	Staff salary increases were supported through the use of base grant funds and supplemental and concentration were not used to pay for pay increases.
Scope of Service	LEA-wide	Scope of Service	LEA-wide
<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)		<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	

Lower Class Size	Explore viability of GSA.	This will be done in 2015-16	
<p>Scope of Service   LEA-wide</p> <hr/> <p><input checked="" type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>		<p>Scope of Service   LEA-wide</p> <hr/> <p><input checked="" type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>	
Professional Development	to support District-wide professional development for certificated staff. \$2,500,000	This was done throughout the year	\$2,800,000 General Fund
<p>Scope of Service   LEA-wide</p> <hr/> <p><input checked="" type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>		<p>Scope of Service   LEA-wide</p> <hr/> <p><input checked="" type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>	
Recruitment Strategies	0001-0999: Unrestricted: Locally Defined \$20,000	This was done by Human Resources	\$12,000 Unrestricted General Fund
<p>Scope of Service   LEA-wide</p> <hr/> <p><input type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>		<p>Scope of Service  </p> <hr/> <p><input type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>	

What changes in actions, services, and expenditures will be made as a result of reviewing past progress and/or changes to goals?	This will be in Goal 3 of the 2015-16 LCAP		

**Complete a copy of this table for each of the LEA's goals in the prior year LCAP. Duplicate and expand the fields as necessary.**

Complete a copy of this table for each of the LEA's goals in the prior year LCAP. Duplicate and expand the fields as necessary.

Original GOAL 5 from prior year LCAP:	Increase Parent involvement	Related State and/or Local Priorities: 1 _ 2 _ 3 <input checked="" type="checkbox"/> 4 <input checked="" type="checkbox"/> 5 <input checked="" type="checkbox"/> 6 _ 7 _ 8 <input checked="" type="checkbox"/>  COE only: 9 _ 10 _  Local : Specify	
Goal Applies to:	Schools: all Applicable Pupil Subgroups:		
Expected Annual Measurable Outcomes:	Increase positive responses on parent survey by 5% from prior survey. Services will be added based on need identified in base year Community and parent volunteers will be increased by 1% over prior year	Actual Annual Measurable Outcomes: 2014-15 is the base year of parent surveys. Community and parents were used in the classroom and on campus much greater than previous year. Many sites had University teams come into classrooms to provide students information and to support strand focus.	
<b>LCAP Year: 2014-15</b>			
Planned Actions/Services		Actual Actions/Services	
	Budgeted Expenditures		Estimated Actual Annual Expenditures
Add a Community Liaison Position	per year for salary and benefits Unrestricted \$65,000	This was done in August 2014	\$53,254 Unrestricted General Fund
Scope of Service	LEA-wide	Scope of Service	LEA-wide
<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)		<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	
Better Communication with Parents	No cost item	This was done by utilizing auto dial phone system more,	

		Board/Superintendent newsletter and upgrading the District website.	
Scope of Service   LEA-wide <hr/> <input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)		Scope of Service   LEA_wide <hr/> <input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	
Increase Translation Services	additional District Mixteco Translator Unrestricted \$52,200	This was done in September	\$45,027 General Fund
Scope of Service   LEA-wide <hr/> <input type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)		Scope of Service   LEA-wide <hr/> <input type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	
Parent training classes for parents of infants to grade 8	Unrestricted \$50,000	This was not done at District level. Sites offered some parent training.	
Scope of Service   LEA-wide <hr/> <input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)		Scope of Service   LEA-wide <hr/> <input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	



<p>Solicit Parent &amp; Community for subject area experts to provide support of student learning</p>	<p>No cost item</p>	<p>This was done at the School site level</p>	
<p>Scope of Service   LEA-wide</p> <hr/> <p><input checked="" type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>		<p>Scope of Service   LEA-wide</p> <hr/> <p><input checked="" type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>	
<p>Increase attendance of parents at Title I meetings held at sites</p>	<p>No cost item</p>	<p>This was done at the School site level</p>	
<p>Scope of Service   LEA-wide</p> <hr/> <p><input type="checkbox"/> All</p> <p>OR:</p> <p><input checked="" type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>		<p>Scope of Service   LEA-wide</p> <hr/> <p><input type="checkbox"/> All</p> <p>OR:</p> <p><input checked="" type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>	
<p>Increase access to training/workshops using various forms of technology (i.e. OPIE and iPads)</p>	<p>Unrestricted \$30,000</p>	<p>This was not done</p>	
<p>Scope of Service   LEA-wide</p> <hr/> <p><input type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input checked="" type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p>		<p>Scope of Service   LEA-wide</p> <hr/> <p><input type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input checked="" type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p>	

<input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)		<input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	
Increase attendance of parents at technology meetings/trainings held at sites	No cost item	This was done at the school site level	
Scope of Service: LEA-wide  <input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)		Scope of Service: LEA-wide  <input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	
Offer English classes for parents	Unrestricted \$10,000	This was done at 4 sites throughout the District	\$11,650 Unrestricted
Scope of Service: LEA-wide  <input type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)		Scope of Service: LEA-wide  <input type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	
What changes in actions, services, and expenditures will be made as a result of reviewing past progress and/or changes to goals?	This will be included in Goal 4 of the 2015-16 LCAP. Did not utilize iPads for communication because District App could not get designed. Will be done in 2015.		

Complete a copy of this table for each of the LEA's goals in the prior year LCAP. Duplicate and expand the fields as necessary.

Complete a copy of this table for each of the LEA's goals in the prior year LCAP. Duplicate and expand the fields as necessary.

Original GOAL 6 from prior year LCAP:	Support Students Social & Emotional Needs	Related State and/or Local Priorities: 1 _ 2 _ 3 <input checked="" type="checkbox"/> 4 <input checked="" type="checkbox"/> 5 <input checked="" type="checkbox"/> 6 <input checked="" type="checkbox"/> 7 _ 8 <input checked="" type="checkbox"/>  COE only: 9 _ 10 _  Local : Specify	
Goal Applies to:	Schools: all Applicable Pupil Subgroups:		
Expected Annual Measurable Outcomes:	N/A Nurse to student ratio will be lower than 2013-14	Actual Annual Measurable Outcomes: Nurse to student ratio in 2013-14 was 5,596:1 and in 2014-15 in was lowered to 3,420:1.	
<b>LCAP Year: 2014-15</b>			
Planned Actions/Services		Actual Actions/Services	
	Budgeted Expenditures		Estimated Actual Annual Expenditures
Attendance Incentives	\$2.00 per student will be given to sites to budget Unrestricted \$34,000	This was done at the school site level	\$34,000 Unrestricted General Fund
Scope of Service	LEA-wide	Scope of Service	LEA-wide
<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)		<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	
Create a task force to establish an action plan for student behavior support	No cost item	This is being done	

<p>Scope of Service   LEA-wide</p> <hr/> <p><input checked="" type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>		<p>Scope of Service   LEA-wide</p> <hr/> <p><input checked="" type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>	
<p>Hire School Counselors at each site</p>	<p>a total of 20 counselor positions. Unrestricted \$2,089,500</p>	<p>17 New School Counselors were hired in 2014 to ensure at least 1 Counselor at every school site</p>	<p>\$1,808,303 Unrestricted General Fund</p>
<p>Scope of Service   LEA-wide</p> <hr/> <p><input checked="" type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>		<p>Scope of Service   LEA-wide</p> <hr/> <p><input checked="" type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>	
<p>Increase Nursing Staff</p>	<p>1 additional Nurse Unrestricted \$83,000</p>	<p>This was done in November of 2014</p>	<p>\$71,964 Unrestricted General Fund</p>
<p>Scope of Service   LEA-wide</p> <hr/> <p><input checked="" type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>		<p>Scope of Service   LEA-wide</p> <hr/> <p><input checked="" type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>	

<p>Increase Outreach Consultant Hours</p>	<p>increase hours so all sites with have a full time ORC Unrestricted \$525,000</p>	<p>This was done, all sites have an 8 hour per day Outreach Consultant</p>	<p>\$525,000 Unrestricted General Fund</p>
<p>Scope of Service LEA-wide</p> <hr/> <p><input checked="" type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>		<p>Scope of Service LEA-wide</p> <hr/> <p><input checked="" type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>	
<p>Lower Class Size</p>	<p>Explore viability of GSA.</p>	<p>This will be done in 2015-16</p>	
<p>Scope of Service LEA-wide</p> <hr/> <p><input checked="" type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>		<p>Scope of Service LEA-wide</p> <hr/> <p><input checked="" type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>	
<p>Parent training classes for parents of infants to grade 8</p>	<p>Unrestricted \$50,000</p>	<p>this was not done at the District level. School sites held parent training classes.</p>	
<p>Scope of Service LEA-wide</p> <hr/> <p><input checked="" type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p>		<p>Scope of Service LEA-wide</p> <hr/> <p><input checked="" type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>	

_ Other Subgroups: (Specify)			
Professional Development	to support District-wide professional development for certificated staff. \$2,500,000	This was done throughout the 2014-15 school year	\$2,800,000 General Fund
Scope of Service   LEA-wide <hr/> <input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)		Scope of Service   LEA-wide <hr/> <input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	
Provide Health Techs at sites	Not added	This was not done	
Scope of Service   LEA-wide <hr/> <input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)		Scope of Service   LEA-wide <hr/> <input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	
District Liaison will provide training on foster youth rights	per year for salary and benefits Unrestricted \$65,000	Liaison was hired August 2014	\$53,254 Unrestricted General Fund
Scope of Service   LEA-wide <hr/> <input type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth		Scope of Service   LEA-wide <hr/> <input type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth	

<input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)		<input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)									
District Liaison will establish methods to communicate to all stakeholders supporting the foster youth as well as insure records are updated	per year for salary and benefits Unrestricted \$65,000	Liaison was hired in August 2014	\$53,254 Unrestricted General Fund								
<table border="1"> <tr> <td data-bbox="100 402 243 459">Scope of Service</td> <td data-bbox="243 402 569 459">LEA-wide</td> </tr> <tr> <td colspan="2" data-bbox="100 492 569 768"> <input type="checkbox"/> All            OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input checked="" type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups: (Specify)         </td> </tr> </table>	Scope of Service	LEA-wide	<input type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)			<table border="1"> <tr> <td data-bbox="1031 402 1182 459">Scope of Service</td> <td data-bbox="1182 402 1514 459">LEA-wide</td> </tr> <tr> <td colspan="2" data-bbox="1031 492 1514 768"> <input type="checkbox"/> All            OR:  <input type="checkbox"/> Low Income pupils  <input type="checkbox"/> English Learners  <input checked="" type="checkbox"/> Foster Youth  <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups: (Specify)         </td> </tr> </table>	Scope of Service	LEA-wide	<input type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)		
Scope of Service	LEA-wide										
<input type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)											
Scope of Service	LEA-wide										
<input type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)											
What changes in actions, services, and expenditures will be made as a result of reviewing past progress and/or changes to goals?	This will be included in Goal 4 of the 2015-16 LCAP. Health Techs were to be added in 2015-16 in original plan, LCAP Committee has decided that Health Tech's will be removed from the plan.										

Complete a copy of this table for each of the LEA's goals in the prior year LCAP. Duplicate and expand the fields as necessary.

Complete a copy of this table for each of the LEA's goals in the prior year LCAP. Duplicate and expand the fields as necessary.

Original GOAL 7 from prior year LCAP:	Repair & Maintain Facilities		Related State and/or Local Priorities: 1 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input checked="" type="checkbox"/> 5 <input type="checkbox"/> 6 <input checked="" type="checkbox"/> 7 <input type="checkbox"/> 8 <input checked="" type="checkbox"/>  COE only: 9 <input type="checkbox"/> 10 <input type="checkbox"/>  Local : Specify
Goal Applies to:	Schools: all Applicable Pupil Subgroups:		
Expected Annual Measurable Outcomes:	The development of a deferred maintenance plan	Actual Annual Measurable Outcomes:	Plan has been developed and is updated annually with new and completed projects.
<b>LCAP Year: 2014-15</b>			
Planned Actions/Services		Actual Actions/Services	
	Budgeted Expenditures		Estimated Actual Annual Expenditures
Add Appropriate door locks	one-time cost Unrestricted \$375,000	This will be done in 2015-16	
Scope of Service	LEA-wide	Scope of Service	LEA-wide
<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)		<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	
Develop a maintenance plan to repair and maintain facilities and play areas	deferred maintenance projects approved in the Deferred Maintenance plan Unrestricted \$1,000,000	This was done by the Facilities Department	\$1,300,000 Unrestricted General Fund



Scope of Service   LEA-wide		Scope of Service   LEA-wide	
X All OR: _ Low Income pupils _ English Learners _ Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)		X All OR: _ Low Income pupils _ English Learners _ Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)	
Update/Fix window blinds	Not added	This will be done in 2015-16	
Scope of Service   LEA-wide		Scope of Service   LEA-wide	
X All OR: _ Low Income pupils _ English Learners _ Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)		X All OR: _ Low Income pupils _ English Learners _ Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)	
What changes in actions, services, and expenditures will be made as a result of reviewing past progress and/or changes to goals?	This will be part of Goal 4 in the 2015-16 LCAP. Door locks and window blinds could not get done in 2014-15 and are scheduled for 2015-16.		

Complete a copy of this table for each of the LEA's goals in the prior year LCAP. Duplicate and expand the fields as necessary.

Complete a copy of this table for each of the LEA's goals in the prior year LCAP. Duplicate and expand the fields as necessary.

Original GOAL 8 from prior year LCAP:	Implement CCSS		Related State and/or Local Priorities: 1 _ 2 <input checked="" type="checkbox"/> 3 _ 4 <input checked="" type="checkbox"/> 5 <input checked="" type="checkbox"/> 6 _ 7 <input checked="" type="checkbox"/> 8 <input checked="" type="checkbox"/>  COE only: 9 _ 10 _  Local : Specify
Goal Applies to:	Schools: all	-----	
	Applicable Pupil Subgroups:	-----	
Expected Annual Measurable Outcomes:	a new class will be offered for 3rd grade	Actual Annual Measurable Outcomes:	24 students were enrolled in the new 3rd grade class this year.
<b>LCAP Year: 2014-15</b>			
Planned Actions/Services		Actual Actions/Services	
	Budgeted Expenditures		Estimated Actual Annual Expenditures
1:1 Devices with accessories	Approximately \$5.2 Million dollars needed to complete deployment. Is funded out of fund facilities program.	All students had a 1:1 device (iPad) by October 2014	\$5,200,000 General Fund
Scope of Service		Scope of Service	
LEA-wide		LEA-wide	
<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)		<input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	
Develop an electronics replacement plan	to support District electronics replacement. Unrestricted \$500,000	This was done by the IT Department	\$500,000 Unrestricted General Fund

<p>Scope of Service   LEA-wide</p> <hr/> <p><input checked="" type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>		<p>Scope of Service   LEA-wide</p> <hr/> <p><input checked="" type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>	
<p>Expand Newcomer Academy to 3rd grade</p>	<p>Add a Teacher and a Para-educator Unrestricted \$100,000</p>	<p>This was done in August 2014</p>	<p>Teacher and Para Unrestricted General Fund \$80,475</p>
<p>Scope of Service   McKinna School</p> <hr/> <p><input type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input checked="" type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>		<p>Scope of Service   McKinna School</p> <hr/> <p><input type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input checked="" type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>	
<p>Lower Class Size</p>	<p>Explore viability of GSA.</p>	<p>This will be done in 2015-16</p>	
<p>Scope of Service   LEA-wide</p> <hr/> <p><input checked="" type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>		<p>Scope of Service   LEA-wide</p> <hr/> <p><input checked="" type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>	
<p>Open more DLI Programs</p>	<p>supplies/ materials Unrestricted \$200,000</p>	<p>Kindergarten DLI was offered at 4 additional sites in the 2014-15 school</p>	<p>200,000 Unrestricted</p>

	for a DLI TOSA Unrestricted \$85,000	year, a TOSA was not hired, will be hired in 2015-16	
Scope of Service   LEA-wide <hr/> <input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)		Scope of Service   LEA-wide <hr/> <input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	
Professional Development	to support District-wide professional development for certificated staff. \$2,500,000	this was done throughout the 2014-15 school year	\$2,800,000 General Fund
Scope of Service   LEA-wide <hr/> <input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)		Scope of Service   LEA-wide <hr/> <input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	
Review EL Programs for meeting student needs/Review EL Master Plan	one-time costs Unrestricted \$100,000	Working with Loyola Marymount University to do this work, will continue in 2015-16	\$95,095 Unrestricted General Fund
Scope of Service   LEA-wide <hr/> <input type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English		Scope of Service   LEA-wide <hr/> <input type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient	

proficient _ Other Subgroups: (Specify)		_ Other Subgroups: (Specify)	
Support adoption of Core Materials	save up for new adoptions Unrestricted General Fund \$2,000,000	Math was adopted in April 2015	\$2,100,000 Unrestricted General Fund
Scope of Service LEA-wide <hr/> X All OR: _ Low Income pupils _ English Learners _ Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)		Scope of Service LEA-wide <hr/> X All OR: _ Low Income pupils _ English Learners _ Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)	
What changes in actions, services, and expenditures will be made as a result of reviewing past progress and/or changes to goals?	This will be in Goals 1 and 2 of the 2015-16 LCAP		

Complete a copy of this table for each of the LEA's goals in the prior year LCAP. Duplicate and expand the fields as necessary.

Complete a copy of this table for each of the LEA's goals in the prior year LCAP. Duplicate and expand the fields as necessary.

Original GOAL 9 from prior year LCAP:	Improve Student Achievement	Related State and/or Local Priorities: 1 _ 2 <input checked="" type="checkbox"/> 3 _ 4 <input checked="" type="checkbox"/> 5 <input checked="" type="checkbox"/> 6 <input checked="" type="checkbox"/> 7 <input checked="" type="checkbox"/> 8 <input checked="" type="checkbox"/>  COE only: 9 _ 10 _  Local : Specify
Goal Applies to:	Schools: all Applicable Pupil Subgroups:	
Expected Annual Measurable Outcomes:	<p>Evaluation and report will be completed.</p> <p>Summer school will be offered for enrichment and intervention district-wide</p> <p>Add Special Ed staff to enhance ability to provide FAPE and reduce class size</p> <p>Sites will offer an increased number of interventions based on student needs.</p> <p>N/A</p> <p>AMAO 1- state target 59%.</p> <p>AMAO 2- state target :</p> <ul style="list-style-type: none"> <li>• Less than 5 years 22%</li> <li>• 5 years or more 49%</li> </ul> <p>Base Year</p> <p>Field Test</p> <p>100%</p>	<p>Actual Annual Measurable Outcomes:</p> <p>Work is continuing on the EL Master Plan review/update. Will finish in 2015-16.</p> <p>Summer school is being offered the summer of 2015. Over 850 students will be attending.</p> <p>Special Education Staff was added in 2014-15 and class sizes were reduced.</p> <p>All sites offered intervention to students in need either before/after school or during the school day to accommodate student needs.</p> <p>The AMAO information is not yet available for the 2014-15 school year.</p>
<b>LCAP Year: 2014-15</b>		
Planned Actions/Services		Actual Actions/Services
	Budgeted Expenditures	Estimated Actual Annual Expenditures

1:1 Devices with accessories	Approximately \$5.2 Million dollars needed to complete deployment. Is funded out of fund facilities program.	All students had a device (iPad) by October 2014	\$5,200,000 General Fund				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; padding: 2px;">Scope of Service</td> <td style="padding: 2px;">LEA-wide</td> </tr> </table> <hr style="border-top: 1px dashed black;"/> <input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	Scope of Service	LEA-wide		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; padding: 2px;">Scope of Service</td> <td style="padding: 2px;">LEA-wide</td> </tr> </table> <hr style="border-top: 1px dashed black;"/> <input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	Scope of Service	LEA-wide	
Scope of Service	LEA-wide						
Scope of Service	LEA-wide						
Add to Pre-School Program (additional classes)	None added	This was not done					
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; padding: 2px;">Scope of Service</td> <td style="padding: 2px;">LEA-wide</td> </tr> </table> <hr style="border-top: 1px dashed black;"/> <input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	Scope of Service	LEA-wide		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; padding: 2px;">Scope of Service</td> <td style="padding: 2px;">LEA-wide</td> </tr> </table> <hr style="border-top: 1px dashed black;"/> <input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	Scope of Service	LEA-wide	
Scope of Service	LEA-wide						
Scope of Service	LEA-wide						
Additional Special Education Teachers and Paraprofessionals	Add 4 RSP Teachers, 4 Special Ed Teachers, 2 psychologists, 2 speech therapists, 1 SLP to support increased enrollment and K-8 Sites in Special Education budget Unrestricted \$945,000	Staff was added as listed in August 2014	\$950,000 Unrestricted General Fund				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; padding: 2px;">Scope of Service</td> <td style="padding: 2px;">LEA-wide</td> </tr> </table> <hr style="border-top: 1px dashed black;"/> <input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils	Scope of Service	LEA-wide		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; padding: 2px;">Scope of Service</td> <td style="padding: 2px;">LEA-wide</td> </tr> </table> <hr style="border-top: 1px dashed black;"/> <input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils	Scope of Service	LEA-wide	
Scope of Service	LEA-wide						
Scope of Service	LEA-wide						

<ul style="list-style-type: none"> <li><input type="checkbox"/> English Learners</li> <li><input type="checkbox"/> Foster Youth</li> <li><input type="checkbox"/> Redesignated fluent English proficient</li> <li><input type="checkbox"/> Other Subgroups: (Specify)</li> </ul>		<ul style="list-style-type: none"> <li><input type="checkbox"/> English Learners</li> <li><input type="checkbox"/> Foster Youth</li> <li><input type="checkbox"/> Redesignated fluent English proficient</li> <li><input type="checkbox"/> Other Subgroups: (Specify)</li> </ul>	
<p>Attendance Incentives</p>	<p>\$2.00 per student will be given to sites to budget Unrestricted \$34,000</p>	<p>This was done at the school site level</p>	<p>\$34,000 Unrestricted General Fund</p>
<p>Scope of Service   LEA-wide</p> <hr/> <p><input checked="" type="checkbox"/> All</p> <p>OR:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Low Income pupils</li> <li><input type="checkbox"/> English Learners</li> <li><input type="checkbox"/> Foster Youth</li> <li><input type="checkbox"/> Redesignated fluent English proficient</li> <li><input type="checkbox"/> Other Subgroups: (Specify)</li> </ul>		<p>Scope of Service   LEA-wide</p> <hr/> <p><input checked="" type="checkbox"/> All</p> <p>OR:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Low Income pupils</li> <li><input type="checkbox"/> English Learners</li> <li><input type="checkbox"/> Foster Youth</li> <li><input type="checkbox"/> Redesignated fluent English proficient</li> <li><input type="checkbox"/> Other Subgroups: (Specify)</li> </ul>	
<p>Better Communication with Parents</p>	<p>No cost item</p>	<p>This was done via the all call software and newsletters. Also redesigned the District website.</p>	
<p>Scope of Service   LEA-wide</p> <hr/> <p><input checked="" type="checkbox"/> All</p> <p>OR:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Low Income pupils</li> <li><input type="checkbox"/> English Learners</li> <li><input type="checkbox"/> Foster Youth</li> <li><input type="checkbox"/> Redesignated fluent English proficient</li> <li><input type="checkbox"/> Other Subgroups: (Specify)</li> </ul>		<p>Scope of Service   LEA-wide</p> <hr/> <p><input checked="" type="checkbox"/> All</p> <p>OR:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Low Income pupils</li> <li><input type="checkbox"/> English Learners</li> <li><input type="checkbox"/> Foster Youth</li> <li><input type="checkbox"/> Redesignated fluent English proficient</li> <li><input type="checkbox"/> Other Subgroups: (Specify)</li> </ul>	
<p>Create a task force to establish an action plan for student behavior support</p>	<p>No cost item</p>	<p>This is being done and will continue</p>	
<p>Scope of Service   LEA-wide</p>		<p>Scope of Service   LEA-wide</p>	



<p><input checked="" type="checkbox"/> All ----- OR: _ Low Income pupils _ English Learners _ Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)</p>		<p><input checked="" type="checkbox"/> All ----- OR: _ Low Income pupils _ English Learners _ Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)</p>	
<p>Develop an electronics replacement plan</p>	<p>support District electronics replacement. Unrestricted \$500,000</p>	<p>This was done by the IT Department</p>	<p>\$500,000 Unrestricted General Fund</p>
<p>Scope of Service LEA-wide</p> <hr/> <p><input checked="" type="checkbox"/> All ----- OR: _ Low Income pupils _ English Learners _ Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)</p>		<p>Scope of Service LEA-wide</p> <hr/> <p><input checked="" type="checkbox"/> All ----- OR: _ Low Income pupils _ English Learners _ Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)</p>	
<p>Enrichment Activities (i.e. fieldtrips)</p>	<p>\$10.00 per student will be given to sites to budget Unrestricted \$170,000</p>	<p>This was done at the school site level</p>	<p>\$170,000 Unrestricted General Fund</p>
<p>Scope of Service LEA-wide</p> <hr/> <p><input checked="" type="checkbox"/> All ----- OR: _ Low Income pupils _ English Learners _ Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)</p>		<p>Scope of Service LEA-wide</p> <hr/> <p><input checked="" type="checkbox"/> All ----- OR: _ Low Income pupils _ English Learners _ Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)</p>	
<p>Lower Class Size</p>	<p>Explore viability of GSA.</p>	<p>This will be done in 2015-16</p>	

Scope of Service   LEA-wide <hr/> <input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)		Scope of Service   LEA-wide <hr/> <input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	
Offer Intervention during school year	\$5,000 will be added to each site budget Unrestricted \$100,000	This was done at the school site level	\$100,000 Unrestricted General Fund
Scope of Service   LEA-wide <hr/> <input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)		Scope of Service   LEA-wide <hr/> <input checked="" type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	
Offer Summer School (Enrichment and/or Intervention)	offer District-wide summer school. Unrestricted \$500,000	This will be done in June/July 2015	\$300,000 Unrestricted General Fund
Scope of Service   LEA-wide <hr/> <input type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)		Scope of Service   LEA-wide <hr/> <input type="checkbox"/> All OR: <input type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)	
Positive Student Behavior Program	\$5,000 will be allocated to each K-5	This was done at the school site level	\$85,000 Unrestricted General Fund

	and K-8 site Unrestricted \$85,000		
Scope of Service   LEA-wide <hr/> X All OR: _ Low Income pupils _ English Learners _ Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)		Scope of Service   LEA-wide <hr/> X All OR: _ Low Income pupils _ English Learners _ Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)	
Professional Development	support District-wide professional development for certificated staff. Unrestricted \$2,500,000	This was done throughout the 2014-15 school year	\$2,800,000 General Fund
Scope of Service   LEA-wide <hr/> X All OR: _ Low Income pupils _ English Learners _ Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)		Scope of Service   LEA-wide <hr/> X All OR: _ Low Income pupils _ English Learners _ Foster Youth _ Redesignated fluent English proficient _ Other Subgroups: (Specify)	
Increase the number of students who score Proficient or above on the ELA CAASP assessment through the implementation of CCSS.  Increase the number of students who score Proficient or above on the Math CAASP assessment through the implementation of CCSS.	No cost item. Implementation of CCSS for ELA. <hr/> No cost item. Implementation of CCSS for math.	This cannot be measured as there were no scores for 2013-14	
Scope of Service   LEA-Wide <hr/>		Scope of Service   LEA-wide <hr/>	

<p><input checked="" type="checkbox"/> All</p> <p>-----</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>		<p><input checked="" type="checkbox"/> All</p> <p>-----</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>	
<p>Outreach Consultants and/or School Counselors will monitor the number of students transferring from middle school and enrolling in high school to ensure 100% enroll for the 9th grade.</p>	<p>No cost item.</p>	<p>at this time 100% are scheduled.</p>	
<p>Scope of Service   LEA-Wide</p> <hr/> <p><input checked="" type="checkbox"/> All</p> <p>-----</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>		<p>Scope of Service   LEA-wide</p> <hr/> <p><input checked="" type="checkbox"/> All</p> <p>-----</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>	
<p>a. Increase Foster Youth students attaining proficiency in ELA and Math in middle schools through intervention support as needed.</p> <p>b. COST will monitor attendance rates and provide interventions as needed</p> <p>c. Attendance will be monitored through the A2A Conference Logs</p> <p>d. District will train staff on AB 490 regulations</p> <p>e. Foster Youth Students will be offered the opportunity to receive specific interventions/enrichments to</p>	<p>a) intervention before and after school budgeted Unrestricted \$5,000</p> <p>b) No cost item this is done during the regular day</p> <p>c) No cost item this is done during the regular day</p> <p>d) Unrestricted \$10,000</p> <p>e) to support District-wide summer school Unrestricted \$500,000</p> <p>f) \$5,000 will be added to each site Unrestricted \$100,000</p>	<p>This was done at all school sites utilizing the District Community Liaison and Foster Youth Support partners in our community.</p>	<p>\$5,000 Unrestricted</p> <p>\$10,000 Unrestricted</p> <p>to be done in June/July 2015 Unrestricted \$300,000</p>

<p>support academic success during summer school.</p> <p>f. Foster Youth students will be offered the opportunity to receive specific interventions to support their academic success during regular school year.</p>			
<p>Scope of Service   LEA-wide</p> <hr/> <p><input type="checkbox"/> All</p> <p>-----</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input checked="" type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>		<p>Scope of Service   LEA-wide</p> <hr/> <p><input type="checkbox"/> All</p> <p>-----</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input checked="" type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>	
<p>a) Decrease the number of LTEL by sites completing the ELRTs and implementing interventions as needed.</p> <p>b) CELDT levels 1-3 will be offered the opportunity to receive specific interventions to support increasing their English proficiency during summer school.</p> <p>c) monitor EL academic progress using ELRT</p> <p>d) CELDT levels 1-3 will be offered the opportunity to receive specific interventions to support increasing their English proficiency during regular school year.</p> <p>e) Implement an assessment that measures the four domains</p>	<p>a) \$1,000 per site for meetings to complete ELRT as needed and intervention support Unrestricted \$20,000</p> <p>b) support District-wide summer school Unrestricted \$500,000</p> <p>c) No cost, this is done during regular day</p> <p>d) An additional \$5,000 will be added to each site Unrestricted \$100,000</p> <p>e) new assessment and training Unrestricted \$200,000</p> <p>f) training contract for ELD CCSS Unrestricted \$250,000</p> <p>substitutes for training on EL master plan \$50,000</p>	<p>These activities were done, summer school will happen in June/July 2015.</p>	<p>\$20,000</p> <p>\$300,000</p> <p>\$5,000</p> <p>\$200,000</p> <p>\$250,000</p> <p>\$50,000</p>

<p>f) Increase % of EL making progress on AMAO 1 and 2. Teachers and Administrators trained in ELD CCSS</p> <p>g) Increase % of EL making progress on AMAO 1 and 2. Implementation of EL Master Plan</p>			
<p>Scope of Service   LEA-wide</p> <hr/> <p><input type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input checked="" type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>		<p>Scope of Service   LEA-wide</p> <hr/> <p><input type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input checked="" type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>	
<p>a) Offer free breakfast and lunch during school day.</p> <p>b) Offer 2nd chance breakfast</p> <p>c) Establish policy and data infrastructure to support and monitor the educational success of low income students</p> <p>d) Low Income Students will be offered the opportunity to receive specific interventions/enrichments to support academic success during summer school.</p> <p>e) Low Income students will be offered the opportunity to receive specific interventions to support their academic success during regular</p>	<p>a) budgeted in fund 130 to provide food \$5,000,000</p> <p>b) Cost is included in above line item</p> <p>c) OARS Software Unrestricted \$85,000</p> <p>d) support District-wide summer school Unrestricted \$500,000</p> <p>e) \$5,000 will be added to each site Unrestricted \$100,000</p> <p>f) support A2A Contract Unrestricted \$100,000</p>	<p>This was done at all sites</p>	<p>\$5,000,000 Other</p> <p>\$85,000 Unrestricted General Fund</p> <p>\$200,000 Unrestricted General Fund</p> <p>\$100,000 Unrestricted General Fund</p> <p>\$100,000 Unrestricted General Fund</p>

<p>school year.</p> <p>f) District will monitor attendance rates and provide interventions as needed for low income students</p> <p>g) Insure access to technology 24 hours a day by providing a 1:1 Device to low income students</p>			
<p>Scope of Service   LEA-wide</p> <hr/> <p><input type="checkbox"/> All</p> <p>OR:</p> <p><input checked="" type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>		<p>Scope of Service   LEA-wide</p> <hr/> <p><input type="checkbox"/> All</p> <p>OR:</p> <p><input checked="" type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>	
<p>a) Once an RFEP is re-designated they will be monitored quarterly for mastering grade level standards by school staff for the next 3 years</p> <p>b) Provide academic intervention for RFEP students during the school year</p>	<p>a) No cost item this is done during the regular day</p> <p>\$5,000 will be added to each site</p> <p>Unrestricted \$100,000</p>	<p>This is being done at the school sites</p>	<p>\$100,000 Unrestricted General Fund</p>
<p>Scope of Service   LEA-wide</p> <hr/> <p><input type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input checked="" type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>		<p>Scope of Service   LEA-wide</p> <hr/> <p><input type="checkbox"/> All</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils</p> <p><input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth</p> <p><input checked="" type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups: (Specify)</p>	

What changes in actions, services, and expenditures will be made as a result of reviewing past progress and/or changes to goals?

This will be part of Goals 1 and 2 in the 2015-16 LCAP. Pre-school was not scheduled to expand in 2014-15. Was to be reviewed and Committee decided not to pursue additional classes at this time due to facility space constraints.

**Complete a copy of this table for each of the LEA's goals in the prior year LCAP. Duplicate and expand the fields as necessary.**



**Section 3: Use of Supplemental and Concentration Grant funds and Proportionality**

A. In the box below, identify the amount of funds in the LCAP year calculated on the basis of the number and concentration of low income, foster youth, and English learner pupils as determined pursuant to 5 CCR 15496(a)(5).

Describe how the LEA is expending these funds in the LCAP year. Include a description of, and justification for, the use of any funds in a districtwide, schoolwide, countywide, or charterwide manner as specified in 5 CCR 15496.

For school districts with below 55 percent of enrollment of unduplicated pupils in the district or below 40 percent of enrollment of unduplicated pupils at a schoolsite in the LCAP year, when using supplemental and concentration funds in a districtwide or schoolwide manner, the school district must additionally describe how the services provided are the most effective use of funds to meet the district’s goals for unduplicated pupils in the state and any local priority areas. (See 5 CCR 15496(b) for guidance.)

Total amount of Supplemental and Concentration grant funds calculated:	<u>\$22,879,942</u>
<p>Oxnard School District is receiving a projected \$22,879,942 in supplemental and concentration grant funding. The district has 89.% of our enrollment qualified as an unduplicated pupil for purposes of this funding and each site exceeds 40% enrollment of unduplicated students.</p> <p>The OSD administrative team worked collaboratively with parents from DELAC and Foster Youth as well as OEA, CSEA, and OSSA union leaders to write the LCAP to meet the needs of all the children in the district with emphasis for children that are English Learners, low income, Foster Youth, and special education. On a districtwide basis, the plan supports the following:</p> <ul style="list-style-type: none"> <li>• increased school safety and improving school climate</li> <li>• Providing students access to STEAM through the implementation of CCSS</li> <li>• Increasing parental involvement districtwide</li> <li>• Focus on supporting the whole child by increasing support staff (school counselors, outreach specialists, nurses) and resources at sites</li> <li>• Increasing student achievement for all children, especially special education students, Foster Youth, and English Learners, and ensuring access to core</li> <li>• Supporting basic level of support for facilities, appropriate materials for children, and highly qualified teachers.</li> </ul> <p>In order to meet the above needs in our district, the total LCFF supplemental grant funding will be directed toward the sites as well at the district level. In addition, the supplemental grant funding is principally targeted to support English Learners, Foster Youth, and low income children. These funds will also be used to provide targeted academic intervention for all students that are identified as needing support as well as in the social and emotional areas. Put experience and research confirms that this is the most effective use of the funds.</p>	

B. In the box below, identify the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all pupils in the LCAP year as calculated pursuant to 5 CCR 15496(a).

Consistent with the requirements of 5 CCR 15496, demonstrate how the services provided in the LCAP year for low income pupils, foster youth, and English learners provide for increased or improved services for these pupils in proportion to the increase in funding provided for such pupils in that year as calculated pursuant to 5 CCR 15496(a)(7). An LEA shall describe how the proportionality percentage is met using a quantitative and/or qualitative description of the increased and/or improved services for unduplicated pupils as compared to the services provided to all pupils.

18.4	%
1	

Oxnard School Districts projected Minimum Proportionality Percentage (MPP) is 18.41% for the budget year. The services described below represent an increase in service to our unduplicated students of over 20%.

In order to support academic success for English Learners, Foster Youth, and low income children, the majority of the LCFF supplemental grant funds will be distributed to sites and a portion will be provided at the district level. The targeted supplemental funds will be provided to these children through academic intervention as needed following a RTI2 model. In addition, it is important that our children's families are also part of the plan, and there are funds to support an increase in parental involvement. Research has shown that having parents actively involved with their child's education does support an increase in a child's social as well as academic achievement. In addition, the supplemental funds will be used to build capacity for parent involvement at the school sites as well as at the district level.

The district will support school sites by ensuring that the supplemental funds are also targeted at increasing school attendance and supporting children and families where there is a need. The Outreach Specialists that will be assigned to each of the school sites will support this targeted group of children to ensure that the district is strengthening and supporting student learning and development by having their child at school and on time daily.

The LCFF supplemental grant funds greatly support the areas of need for English Learners in the district. The districts EL Master Plan will be re-evaluated and all staff will be provided professional development around the EL Master Plan to ensure that it is being implemented to support the children's needs. In addition, the district is responding to the needs of the community and the stakeholder input by opening five more Dual Language Immersion Programs. In addition, a 3rd grade newcomer's academy will be opening in fall of 2014 to support the needs of our English Learners.

The stakeholders during the LCAP writing committee expressed a need to have a Community Liaison to support the needs of Foster Youth, English Learners and low income children. This will be a new position in the district pending approval of the LCAP. This position will provide great resource support to our families and children in the district. There will be a clearer line of communication from when the families enroll their child at the Enrollment Center to the classroom teacher to ensure that the child will have his or her needs met in a timely manner. The Community Liaison will also increase the district's focus on supporting and increasing parental involvement in schools.

**LOCAL CONTROL AND ACCOUNTABILITY PLAN AND ANNUAL UPDATE APPENDIX**

For the purposes of completing the LCAP in reference to the state priorities under Education Code sections 52060 and 52066, the following shall apply:

(a) “Chronic absenteeism rate” shall be calculated as follows:

- (1) The number of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30) who are chronically absent where “chronic absentee” means a pupil who is absent 10 percent or more of the schooldays in the school year when the total number of days a pupil is absent is divided by the total number of days the pupil is enrolled and school was actually taught in the total number of days the pupil is enrolled and school was actually taught in the regular day schools of the district, exclusive of Saturdays and Sundays.
- (2) The unduplicated count of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30).
- (3) Divide (1) by (2).

(b) “Middle School dropout rate” shall be calculated as set forth in California Code of Regulations, title 5, section 1039.1.

(c) “High school dropout rate” shall be calculated as follows:

- (1) The number of cohort members who dropout by the end of year 4 in the cohort where “cohort” is defined as the number of first-time grade 9 pupils in year 1 (starting cohort) plus pupils who transfer in, minus pupils who transfer out, emigrate, or die during school years 1, 2, 3, and 4.
- (2) The total number of cohort members.
- (3) Divide (1) by (2).

(d) “High school graduation rate” shall be calculated as follows:

- (1) The number of cohort members who earned a regular high school diploma [or earned an adult education high school diploma or passed the California High School Proficiency Exam] by the end of year 4 in the cohort where “cohort” is defined as the number of first-time grade 9 pupils in year 1 (starting cohort) plus pupils who transfer in, minus pupils who transfer out, emigrate, or die during school years 1, 2, 3, and 4.
- (2) The total number of cohort members.
- (3) Divide (1) by (2).

(e) "Suspension rate" shall be calculated as follows:

- (1) The unduplicated count of pupils involved in one or more incidents for which the pupil was suspended during the academic year (July 1 – June 30).
- (2) The unduplicated count of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30).
- (3) Divide (1) by (2).

(f) "Expulsion rate" shall be calculated as follows:

- (1) The unduplicated count of pupils involved in one or more incidents for which the pupil was expelled during the academic year (July 1 – June 30).
- (2) The unduplicated count of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30).
- (3) Divide (1) by (2).

## **BOARD AGENDA ITEM**

Name of Contributor: Lisa Cline

Date of Meeting: 6/24/15

STUDY SESSION \_\_\_\_\_  
CLOSED SESSION \_\_\_\_\_  
SECTION B: HEARINGS \_\_\_\_\_  
SECTION C: CONSENT \_\_\_\_\_  
SECTION D: ACTION   X   \_\_\_\_\_  
SECTION E: REPORTS/DISCUSSION \_\_\_\_\_  
SECTION F: BOARD POLICIES \_\_\_\_\_

### **ADOPTION OF OXNARD SCHOOL DISTRICT 2015-16 BUDGET (Cline/Penanhoat)**

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Subsequent to the public hearing held at the June 3, 2015 Board meeting, the Administration recommends that the Board of Trustees adopt the Oxnard School District Budget for the 2015/16 fiscal year.

#### **RECOMMENDATION**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Finance that the Board of Trustees adopt the Oxnard School District Budget for the 2015/16 fiscal year

#### **ADDITIONAL MATERIAL**

Attached: Oxnard School District 2015-16 Adopted Budget (186 pages)

# 2015-16 Adopted Budget



Board Meeting of  
June 24, 2015

(Includes Estimated 2014-15 Financial Data)

Prepared by:  
Lisa Cline, Assistant Superintendent, Business & Fiscal  
Services  
and  
Janet Penanhoat, Director of Finance

## **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.*

## **Vision:**

*Empowering all children to achieve excellence*

**OXNARD SCHOOL DISTRICT**  
**Single Budget Adoption (July 1) 2015-2016**

June 24, 2015

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

Ladies and Gentlemen:

This is the twenty second year that the Oxnard School District has chosen to use the single budget adoption process. The forms are those prescribed by the State of California, which display not only the 2015-16 budget but also the 2014-15 estimates of final revenues and expenditures.

Under the Single Budget Adoption process, the actual revenues and expenditures for 2014-15 will be presented to the Board as soon as the books are closed (scheduled for September 2015). Additionally, within 45 days of the Governor signing the 2015-16 Budget Act, a revised summary of its impact on our adopted budget must be provided to the Board.

**GENERAL FUND**

**2015-16 REVENUES**

1. ADA (Average Daily Attendance) - The ADA used for 2015-16 was based on enrollment projections. As we have seen an increase in enrollment in the last few years, we are projecting a slight growth of 170 ADA at this time.
2. Revenue Limit - The Revenue Limit has been replaced by the Local Control Funding Formula (LCFF). Worksheets showing the LCFF calculations are included in this report.
3. Lottery Revenues- are projected at the same level as 2014-15.
4. One-Time Categorical, Restricted and Federal Revenues received in 2014-15, but not expected to be repeated in 2015-16, have been removed.

**EXPENDITURES FOR 2015-16**

1. Certificated and Classified Salaries - Step and column increases have been added to the budget.
2. Retiree Benefits – An increase to the rates of 10% has been budgeted.
3. Worker's Compensation Premiums – remain the same.



4. State Unemployment Insurance – rates remain the same at .05%.
5. One-time Categorical and Restricted - Expenses in 2014-15 not expected to be repeated in 2015-16 have been removed from the expenditure projections.
6. Budget Adjustments – The 2015-16 Adopted Budget is built on the assumption that expenditures, in any object, may not exceed their budgeted amounts without Board approval. Adjustments may be made throughout the year to insure budgetary compliance.

The 2015-16 Budget also includes expenditures for all actions supported in the District's Local Control Accountability Plan (LCAP).

### **OTHER FUNDS**

Building Fund (Form 21) - The expenditures from the 2012 G.O. Bonds includes the Measure R projects that have been started.

Child Development Fund (Form 12) - Used for the State Preschool Programs at Curren, Chavez, McKinna, San Miguel, Lemonwood, Drifill and Rose Avenue Schools.

Cafeteria Account (Form 13) – Child Nutrition Services shows a positive ending balance and will not need to have any encroachment to the General Fund.

#### Capital Facilities Funds/Consolidated (Form 25)

Developer Fees - Revenues in this fund are dependent on residential and commercial development in the Community. Brekke COP payment, and related professional services. Restricted are the other tax revenues collected on the Redevelopment Agency.

County School Facilities Fund (Form 35) - This fund is used to receive State Bond apportionments from the State School Facilities Fund for new school facility construction and modernization projects authorized by the State Allocation Board.

Bond Interest and Redemption Funds (Form 51) - Maintained by the Ventura County Office of Education for Bond debt service for both the 1988 and 1997 general obligation bonds.

Retiree Benefits Fund (Form 71) – A Trust Fund to provide for the cost of retiree benefits across all programs and funds. Payment for the contribution for retiree's benefits to the Gold Coast Health Benefits Trust are made from this fund.

**PRELIMINARY BUDGETS FOR 2016-17 AND 2017-18**

Enrollment increases are projected based upon reports received. Expenditure increases for total compensation are included in these projections. Step and column increases are included.

This budget has been prepared based on the best information at hand at this point in time and is subject to change, as always is the case. The 2014-15 estimates will not be finalized until late-August and the 2015-16 Revenues and Expenditures may change once a Budget Act is signed by the Governor.

Respectfully submitted,



Lisa Cline  
Assistant Superintendent, Business & Fiscal Services

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ANNUAL BUDGET REPORT:  
July 1, 2015 Budget Adoption

Insert "X" in applicable boxes:

This budget was developed using the state-adopted Criteria and Standards. It includes the expenditures necessary to implement the Local Control and Accountability Plan (LCAP) or annual update to the LCAP that will be effective for the budget year. The budget was filed and adopted subsequent to a public hearing by the governing board of the school district pursuant to Education Code sections 33129, 42127, 52060, 52061, and 52062.

If the budget includes a combined assigned and unassigned ending fund balance above the minimum recommended reserve for economic uncertainties, at its public hearing, the school district complied with the requirements of subparagraphs (B) and (C) of paragraph (2) of subdivision (a) of Education Code Section 42127.

Budget available for inspection at:

Public Hearing:

Place: Oxnard School District Offices  
Date: June 03, 2015

Place: Oxnard School District  
Date: June 03, 2015  
Time: 07:00 PM

Adoption Date: June 24, 2015

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

Contact person for additional information on the budget reports:

Name: Janet Penanhoat Telephone: 805-385-1501 x2455  
Title: Director of Finance E-mail: jpenanhoat@oxnardsd.org

### Criteria and Standards Review Summary

The following summary is automatically completed based on data provided in the Criteria and Standards Review (Form 01CS). Criteria and standards that are "Not Met," and supplemental information and additional fiscal indicators that are "Yes," may indicate areas of potential concern for fiscal solvency purposes and should be carefully reviewed.

CRITERIA AND STANDARDS			Met	Not Met
1	Average Daily Attendance	Budgeted (funded) ADA has not been overestimated by more than the standard for the prior fiscal year, or two or more of the previous three fiscal years.	X	

<b>CRITERIA AND STANDARDS (continued)</b>			<b>Met</b>	<b>Not Met</b>
2	Enrollment	Enrollment has not been overestimated by more than the standard for the prior fiscal year, or two or more of the previous three fiscal years.	X	
3	ADA to Enrollment	Projected second period (P-2) ADA to enrollment ratio is consistent with historical ratios for the budget and two subsequent fiscal years.	X	
4	Local Control Funding Formula (LCFF)	Projected change in LCFF is within the standard for the budget and two subsequent fiscal years.	X	
5	Salaries and Benefits	Projected ratios of total unrestricted salaries and benefits to total unrestricted general fund expenditures are consistent with historical ratios for the budget and two subsequent fiscal years.	X	
6a	Other Revenues	Projected operating revenues (e.g., federal, other state, and other local) are within the standard for the budget and two subsequent fiscal years.		X
6b	Other Expenditures	Projected operating expenditures (e.g., books and supplies, and services and other operating) are within the standard for the budget and two subsequent fiscal years.		X
7	Ongoing and Major Maintenance Account	If applicable, required contribution to the ongoing and major maintenance account (i.e., restricted maintenance account) is included in the budget.	X	
8	Deficit Spending	Unrestricted deficit spending, if any, has not exceeded the standard for two or more of the last three fiscal years.	X	
9	Fund Balance	Unrestricted general fund beginning balance has not been overestimated by more than the standard for two or more of the last three fiscal years.	X	
10	Reserves	Projected available reserves (e.g., reserve for economic uncertainties, unassigned/unappropriated amounts) meet minimum requirements for the budget and two subsequent fiscal years.	X	

<b>SUPPLEMENTAL INFORMATION</b>			<b>No</b>	<b>Yes</b>
S1	Contingent Liabilities	Are there known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that may impact the budget?	X	
S2	Using One-time Revenues to Fund Ongoing Expenditures	Are there ongoing general fund expenditures in excess of one percent of the total general fund expenditures that are funded with one-time resources?	X	
S3	Using Ongoing Revenues to Fund One-time Expenditures	Are there large non-recurring general fund expenditures that are funded with ongoing general fund revenues?	X	
S4	Contingent Revenues	Are any projected revenues for the budget or two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?	X	
S5	Contributions	Have contributions from unrestricted to restricted resources, or transfers to or from the general fund to cover operating deficits, changed by more than the standard for the budget or two subsequent fiscal years?		X

<b>SUPPLEMENTAL INFORMATION (continued)</b>			<b>No</b>	<b>Yes</b>
S6	Long-term Commitments	Does the district have long-term (multiyear) commitments or debt agreements?		X
		• If yes, have annual payments for the budget or two subsequent fiscal years increased over prior year's (2014-15) annual payment?	X	
S7a	Postemployment Benefits Other than Pensions	Does the district provide postemployment benefits other than pensions (OPEB)?		X
		• If yes, are they lifetime benefits?	X	
		• If yes, do benefits continue beyond age 65?		X
		• If yes, are benefits funded by pay-as-you-go?	X	
S7b	Other Self-insurance Benefits	Does the district provide other self-insurance benefits (e.g., workers' compensation)?	X	
S8	Status of Labor Agreements	Are salary and benefit negotiations still open for:		
		• Certificated? (Section S8A, Line 1)	X	
		• Classified? (Section S8B, Line 1)	X	
		• Management/supervisor/confidential? (Section S8C, Line 1)	X	
S9	Local Control and Accountability Plan (LCAP)	• Did or will the school district's governing board adopt an LCAP or approve an update to the LCAP effective for the budget year?		X
		• Approval date for adoption of the LCAP or approval of an update to the LCAP:	Jun 24, 2015	
S10	LCAP Expenditures	Does the school district's budget include the expenditures necessary to implement the LCAP or annual update to the LCAP as described in the Local Control and Accountability Plan and Annual Update Template, Section 3: Actions, Services, and Expenditures?		X

<b>ADDITIONAL FISCAL INDICATORS</b>			<b>No</b>	<b>Yes</b>
A1	Negative Cash Flow	Do cash flow projections show that the district will end the budget year with a negative cash balance in the general fund?	X	
A2	Independent Position Control	Is personnel position control independent from the payroll system?	X	
A3	Declining Enrollment	Is enrollment decreasing in both the prior fiscal year and budget year?	X	
A4	New Charter Schools Impacting District Enrollment	Are any new charter schools operating in district boundaries that are impacting the district's enrollment, either in the prior fiscal year or budget year?	X	
A5	Salary Increases Exceed COLA	Has the district entered into a bargaining agreement where any of the budget or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?	X	

<b>ADDITIONAL FISCAL INDICATORS (continued)</b>			<b>No</b>	<b>Yes</b>
A6	Uncapped Health Benefits	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?		X
A7	Independent Financial System	Is the district's financial system independent from the county office system?		X
A8	Fiscal Distress Reports	Does the district have any reports that indicate fiscal distress? If yes, provide copies to the COE, pursuant to EC 42127.6(a).	X	
A9	Change of CBO or Superintendent	Have there been personnel changes in the superintendent or chief business official (CBO) positions within the last 12 months?	X	

ANNUAL CERTIFICATION REGARDING SELF-INSURED WORKERS' COMPENSATION CLAIMS

Pursuant to EC Section 42141, if a school district, either individually or as a member of a joint powers agency, is self-insured for workers' compensation claims, the superintendent of the school district annually shall provide information to the governing board of the school district regarding the estimated accrued but unfunded cost of those claims. The governing board annually shall certify to the county superintendent of schools the amount of money, if any, that it has decided to reserve in its budget for the cost of those claims.

To the County Superintendent of Schools:

(  ) Our district is self-insured for workers' compensation claims as defined in Education Code Section 42141(a):

Total liabilities actuarially determined:	\$ _____
Less: Amount of total liabilities reserved in budget:	\$ _____
Estimated accrued but unfunded liabilities:	\$ _____ 0.00

(  ) This school district is self-insured for workers' compensation claims through a JPA, and offers the following information:

\_\_\_\_\_  
\_\_\_\_\_

(  ) This school district is not self-insured for workers' compensation claims.

Signed \_\_\_\_\_  
Clerk/Secretary of the Governing Board  
(Original signature required)

Date of Meeting: \_\_\_\_\_

For additional information on this certification, please contact:

Name: Ms. Norma Magana

Title: Risk Manager

Telephone: 805-385-1501 x2443

E-mail: nmagana@oxnardsd.org



G = General Ledger Data; S = Supplemental Data

Form	Description	Data Supplied For:	
		2014-15 Estimated Actuals	2015-16 Budget
01	General Fund/County School Service Fund	GS	GS
09	Charter Schools Special Revenue Fund		
10	Special Education Pass-Through Fund		
11	Adult Education Fund		
12	Child Development Fund	G	G
13	Cafeteria Special Revenue Fund	G	G
14	Deferred Maintenance Fund	G	
15	Pupil Transportation Equipment Fund		
17	Special Reserve Fund for Other Than Capital Outlay Projects	G	G
18	School Bus Emissions Reduction Fund		
19	Foundation Special Revenue Fund		
20	Special Reserve Fund for Postemployment Benefits		
21	Building Fund	G	G
25	Capital Facilities Fund	G	G
30	State School Building Lease-Purchase Fund		
35	County School Facilities Fund	G	G
40	Special Reserve Fund for Capital Outlay Projects		
49	Capital Project Fund for Blended Component Units		
51	Bond Interest and Redemption Fund	G	G
52	Debt Service Fund for Blended Component Units		
53	Tax Override Fund		
56	Debt Service Fund		
57	Foundation Permanent Fund		
61	Cafeteria Enterprise Fund		
62	Charter Schools Enterprise Fund		
63	Other Enterprise Fund		
66	Warehouse Revolving Fund		
67	Self-Insurance Fund		
71	Retiree Benefit Fund	G	G
73	Foundation Private-Purpose Trust Fund		
76	Warrant/Pass-Through Fund		
95	Student Body Fund		
76A	Changes in Assets and Liabilities (Warrant/Pass-Through)		
95A	Changes in Assets and Liabilities (Student Body)		
A	Average Daily Attendance	S	S
ASSET	Schedule of Capital Assets		
CASH	Cashflow Worksheet		
CB	Budget Certification		S
CC	Workers' Compensation Certification		S
CEA	Current Expense Formula/Minimum Classroom Comp. - Actuals	G	
CEB	Current Expense Formula/Minimum Classroom Comp. - Budget		G
CHG	Change Order Form		
DEBT	Schedule of Long-Term Liabilities		
ICR	Indirect Cost Rate Worksheet	G	
L	Lottery Report	G	
MYP	Multiyear Projections - General Fund		GS

G = General Ledger Data; S = Supplemental Data

Form	Description	Data Supplied For:	
		2014-15 Estimated Actuals	2015-16 Budget
NCMOE	No Child Left Behind Maintenance of Effort	G	
SEA	Special Education Revenue Allocations		
SEAS	Special Education Revenue Allocations Setup (SELPA Selection)		
SIAA	Summary of Interfund Activities - Actuals	G	
SIAB	Summary of Interfund Activities - Budget		G
01CS	Criteria and Standards Review	GS	GS

# Assumptions for the 2015-16 Budget Development

During the months of May and June each year, the District finalizes its budget for the coming year. In order to project the budget, a series of assumptions about the conditions of the District must be determined. These assumptions are then inserted into state and District formulas in order to determine the final budget for the next year.

The accuracy of the District's budget projection for the next year is only as good as the assumptions that are used in developing the budget. If the assumptions are wrong, so too will be the budget. As a consequence, the assumptions—at least the primary ones—have to be carefully considered in evaluating the accuracy of next year's income and expense. Often, the assumptions for budget development are revised several times during a fiscal year.

Since it is impossible to accurately predict all of the assumptions that are needed in budget development, Oxnard School District updates its budget—and the assumptions—three times after the original budget is adopted. The assumptions are updated with a revision that occurs within 45 days after the adoption of the State Budget and with two interim reports that are delivered to the Board of Education in January and March of each fiscal year.

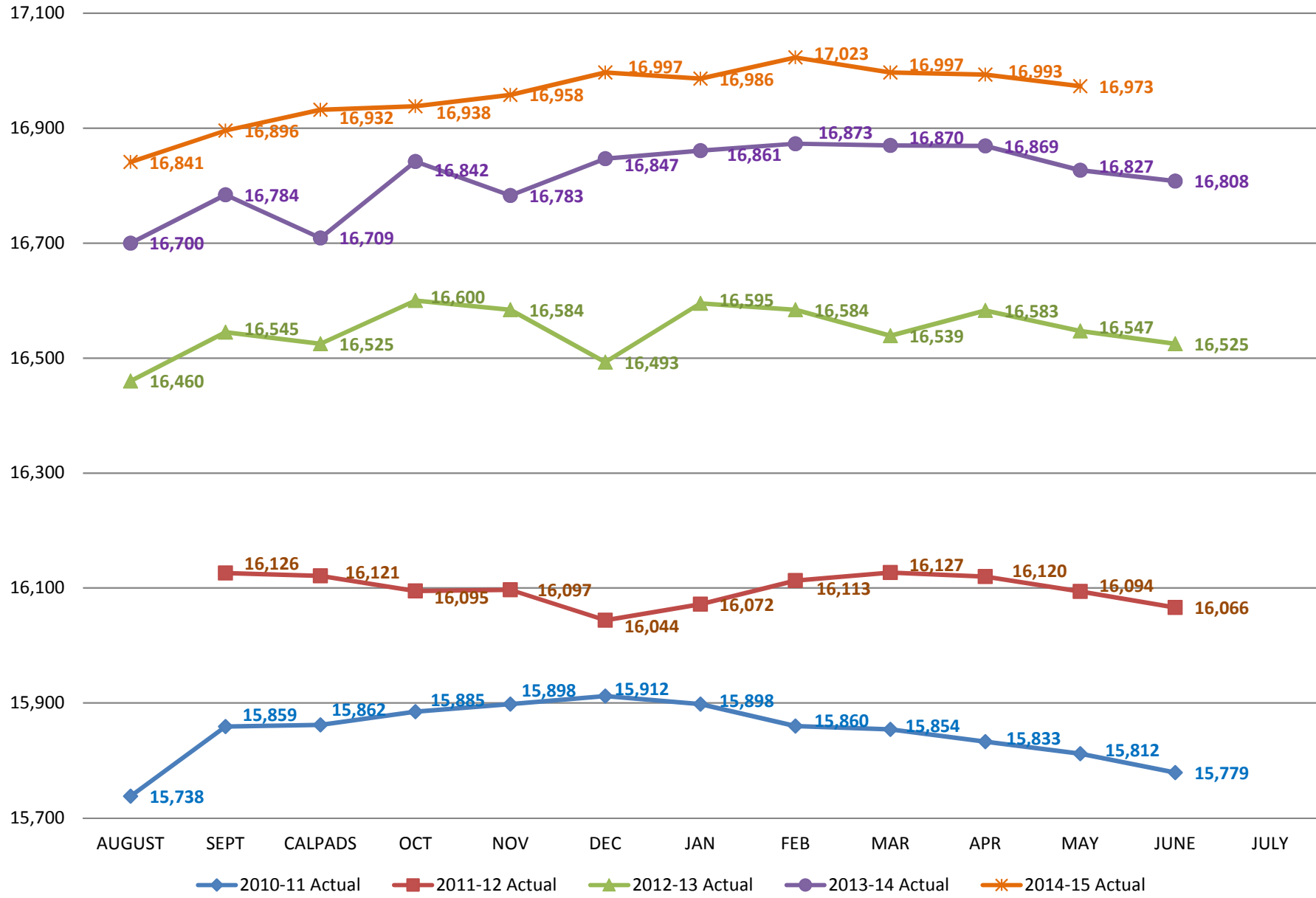
## Financial Assumptions for 2014-15 Budget Development

	%	Total
ADA percentage change over prior year, and estimated P-2 ADA for 2014-15	17.84	\$1,368.96
LCFF Gap Funding by percentage and dollars	53.08%	\$22,538,995
District's estimated Unrestricted Beginning Balance		\$11,110,515
Certificated payroll increases due to the step and column movement	1.50%	\$952,945
Health and Welfare cost increase	0.00	\$0
Others:		\$0

The District's budget projection is only as good as the assumptions that are used in developing the District's revenues and expenses

*Reflects information as of June 2015*

### Oxnard School District Enrollment History 2010-11 through 2014-15 Actuals



Description	2014-15 Estimated Actuals			2015-16 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
<b>A. DISTRICT</b>						
<b>1. Total District Regular ADA</b> Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (includes Necessary Small School ADA)	16,400.44	16,400.44	16,400.44	16,400.44	16,400.44	16,400.44
<b>2. Total Basic Aid Choice/Court Ordered Voluntary Pupil Transfer Regular ADA</b> Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)						
<b>3. Total Basic Aid Open Enrollment Regular ADA</b> Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)						
<b>4. Total, District Regular ADA (Sum of Lines A1 through A3)</b>	16,400.44	16,400.44	16,400.44	16,400.44	16,400.44	16,400.44
<b>5. District Funded County Program ADA</b>						
a. County Community Schools per EC 1981(a)(b)&(d)						
b. Special Education-Special Day Class	63.79	63.79	63.79	63.79	63.79	63.79
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools, Technical, Agricultural, and Natural Resource Conservation Schools						
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]						
<b>g. Total, District Funded County Program ADA (Sum of Lines A5a through A5f)</b>	63.79	63.79	63.79	63.79	63.79	63.79
<b>6. TOTAL DISTRICT ADA (Sum of Line A4 and Line A5g)</b>	16,464.23	16,464.23	16,464.23	16,464.23	16,464.23	16,464.23
<b>7. Adults in Correctional Facilities</b>						
<b>8. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)</b>						

Description	2014-15 Estimated Actuals			2015-16 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
<b>B. COUNTY OFFICE OF EDUCATION</b>						
<b>1. County Program Alternative Education ADA</b>						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
<b>d. Total, County Program Alternative Education ADA (Sum of Lines B1a through B1c)</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>2. District Funded County Program ADA</b>						
a. County Community Schools per EC 1981(a)(b)&(d)						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools, Technical, Agricultural, and Natural Resource Conservation Schools						
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]						
<b>g. Total, District Funded County Program ADA (Sum of Lines B2a through B2f)</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>3. TOTAL COUNTY OFFICE ADA (Sum of Lines B1d and B2g)</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>4. Adults in Correctional Facilities</b>						
<b>5. County Operations Grant ADA</b>						
<b>6. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)</b>						

Description	2014-15 Estimated Actuals			2015-16 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
<b>C. CHARTER SCHOOL ADA</b>						
Authorizing LEAs reporting charter school SACS financial data in their Fund 01, 09, or 62 use this worksheet to report ADA for those charter schools. Charter schools reporting SACS financial data separately from their authorizing LEAs in Fund 01 or Fund 62 use this worksheet to report their ADA.						
<b>FUND 01: Charter School ADA corresponding to SACS financial data reported in Fund 01.</b>						
<b>1. Total Charter School Regular ADA</b>						
<b>2. Charter School County Program Alternative Education ADA</b>						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
<b>d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C2a through C2c)</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>3. Charter School Funded County Program ADA</b>						
a. County Community Schools per EC 1981(a)(b)&(d)						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools, Technical, Agricultural, and Natural Resource Conservation Schools						
<b>f. Total, Charter School Funded County Program ADA (Sum of Lines C3a through C3e)</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>4. TOTAL CHARTER SCHOOL ADA (Sum of Lines C1, C2d, and C3f)</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>FUND 09 or 62: Charter School ADA corresponding to SACS financial data reported in Fund 09 or Fund 62.</b>						
<b>5. Total Charter School Regular ADA</b>						
<b>6. Charter School County Program Alternative Education ADA</b>						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
<b>d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C6a through C6c)</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>7. Charter School Funded County Program ADA</b>						
a. County Community Schools per EC 1981(a)(b)&(d)						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools, Technical, Agricultural, and Natural Resource Conservation Schools						
<b>f. Total, Charter School Funded County Program ADA (Sum of Lines C7a through C7e)</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>8. TOTAL CHARTER SCHOOL ADA (Sum of Lines C5, C6d, and C7f)</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>9. TOTAL CHARTER SCHOOL ADA Reported in Fund 01, 09, or 62 (Sum of Lines C4 and C8)</b>	0.00	0.00	0.00	0.00	0.00	0.00

# General Fund Revenues, 2015-16

## 82% of the District's revenues are generated from the District's LCFF

Most of the District's General Fund revenue is generated from the District's Local Control Funding Formula (LCFF), which yields funds based on a state-determined dollar amount multiplied by the average number of students who are in attendance throughout the school year. Public education—unlike any other public agency—receives most of its revenue based on the population it serves.

Funding schools through the LCFF replaces revenue limits and most categorical programs. The LCFF is comprised of four base grants tied to specific grade spans. Extra funding is provided to serve students from low income families and English language learners.

The second biggest source of revenue is state categorical income, which must be spent for selected state-determined programs. The largest categorical program is Special Education services.

Federal income is a small portion of the entire District income picture, but its importance grows as new federal commitments are added. Again, most of the federal income is restricted because it must be expended for purposes that are determined by the grantor—not the local Board of Education.

### General Fund Sources (In Million)

LCFF	\$148.9
Federal	13.7
Other State	10.6
Other Local	8.4
Total Revenues	<u>181.6</u>
Beginning Balance	13.2
Total General Fund	<u>\$194.8</u>

*Reflects information as of June 2015*



# General Fund Expenditures, 2015-16

It takes people to teach students and 80% of the District's total expenditures is committed to the employees of the District

Most of the expenditures of the District are committed to salaries and benefits for employees of the District. It takes people to teach students, and in Oxnard School District, 80% of the District's budgeted expenditures are for the services of District employees.

Employee salaries are divided into three separate line items—certificated, management, and classified employees. Certificated employees include teachers, counselors, nurses, librarians, psychologists, and others who provide services that require credentials from the state of California. Management employees include principals, vice principals, instructional leaders, classified management personnel, and district superintendents.

Classified employees include all of the support personnel in the District, including secretaries, accountants, bus drivers, mechanics, painters, and custodial personnel.

The statutory benefits of the District represent an additional 20% of payroll for expenses in areas such as medical, dental and life insurance plans, retirement, and workers' compensation expenses.

<b>General Fund Expenditures (In Millions)</b>	
Certificated Non-Management Salaries	\$72.3
Classified Non-Management Salaries	26.2
Management and Supervisor Salaries	8.9
Employee Benefits	35.7
Books and Supplies	13.9
Operating	19.6
Capital/Other	2.4
<b>Total Expenditures</b>	<b>178.9</b>
Ending Balance	14.2
<b>Total General Fund</b>	<b>\$193.1</b>

*Reflects information as of June 2015*

# Special Education Program Costs, 2015-16

Special education costs  
are greater than the  
dedicated income

## Special Education Costs, 2015-16

Special Education Expense	\$22,244,340
Less: Funded Special Education	\$10,931,048
<hr/>	
Special Education Encroachment	\$11,313,292

School districts throughout the state face a continuing challenge in funding the costs for serving Special Education students. Oxnard School District is proud of the Special Education support provided to our students, but the District is also faced with mounting increases in the difference between the federal and state governments' funding and the mandated costs for these vital student services.

The federal government is not providing any funding in addition to the current Special Education entitlement the District already receives. The May Revision proposal provided no funds to backfill the proration factor to special education.

Unfortunately, the federal government has not provided the funding that was envisioned when the laws mandating programs for Special Education students were adopted. The nation's capital community committed to providing funding for 40% of the costs of Special Education, but has never been able to match much more than about a 17% funding level.

This shortfall in dedicated funding has led to very significant contribution from the District's Unrestricted General Fund. Contribution—the difference between Special Education income and expense—has forced the District into making cuts in other District programs in order to make up for the funding shortfall by federal and state governments. During 2015-16, it is estimated that Oxnard School District will contribute \$11,313,292 from the District's Unrestricted General Fund to cover the costs for Special Education.

*Reflects information as of June 2015*

**SCHOOL DISTRICT DATA ELEMENTS REQUIRED TO CALCULATE THE LCFF**

Oxnard (72538) - May Revise - SSC LCFF Recommended Gap Funding %

5/20/15

	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
<b>COLA</b>	1.57%	0.85%	1.02%	1.60%	2.48%	2.87%	0.00%
<b>GAP Funding rate</b>	12.00%	29.97%	53.08%	12.62%	18.24%	20.58%	0.00%
Estimated Property Taxes (with RDA)	19,168,708	18,830,438	18,830,438	18,830,438	18,830,438	18,830,438	18,830,438
Less In-Lieu transfer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Local Revenue	\$ 19,168,708	\$ 18,830,438	\$ 18,830,438	\$ 18,830,438	\$ 18,830,438	\$ 18,830,438	\$ 18,830,438
<b>Statewide 90th percentile rate</b>	\$ 12,921.15	---	---	---	---	---	---

**UNDUPLICATED PUPIL PERCENTAGE**

	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
District Enrollment	16,787	17,014	17,169	17,169	17,169	17,169	17,169
COE Enrollment	70	66	66	66	66	66	66
Total Enrollment	16,857	17,080	17,235	17,235	17,235	17,235	17,235
District Unduplicated Pupil Count	15,098	15,127	15,155	15,155	15,155	15,155	15,155
COE Unduplicated Pupil Count	46	46	46	46			
Total Unduplicated Pupil Count	15,144	15,173	15,201	15,201	15,155	15,155	15,155
	<i>1-yr average</i>	<i>2-yr average</i>	<i>3-yr average</i>	<i>3-yr rolling average</i>	<i>3-yr rolling average</i>	<i>3-yr rolling average</i>	<i>3-yr rolling average</i>
Straight Unduplicated Pupil Percentage	89.84%	88.83%	N/A	N/A	N/A	N/A	N/A
<b>Unduplicated Pupil Percentage (%)</b>	<b>89.84%</b>	<b>89.33%</b>	<b>88.95%</b>	<b>88.41%</b>	<b>88.11%</b>	<b>88.02%</b>	<b>87.93%</b>

**AVERAGE DAILY ATTENDANCE (ADA)**

Enter ADA. Calculator will use greater of total current or prior year ADA. For Unified Districts that received Charter

School General Purpose BG offset: enter ONLY the District's ADA, not the Charter School's ADA.

Enter Regular ADA by grade span. Enter 'Ungraded' ADA EITHER by grade span OR on the Ungraded rows

ADA	ADA to use:	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
Grades TK-3	P-2	7,366.60	7,757.94	7,775.85	7,775.85	7,775.85	7,775.85	7,775.85	7,775.85
Grades 4-6	(Annual for SDC ext. year)	4,983.84	5,230.70	5,339.71	5,339.71	5,339.71	5,339.71	5,339.71	5,339.71
Grades 7-8		3,095.51	3,319.25	3,271.14	3,271.14	3,271.14	3,271.14	3,271.14	3,271.14
Grades 9-12		-							
Ungraded (enter here OR in spans above)		362.02							

NPS, NPS-LCI, CDS:

TK-3	Annual	13.59	6.97	6.97	6.97	6.97	6.97	6.97
4-6		3.12	1.16	1.16	1.16	1.16	1.16	1.16
7-8		3.87	5.61	5.61	5.61	5.61	5.61	5.61
9-12								
COE operated (Community School, Special Ed):								

TK-3	P-2 / Annual	14.74	17.31	17.31	17.31	17.31	17.31	17.31
4-6		32.31	27.08	27.08	27.08	27.08	27.08	27.08
7-8		17.83	19.40	19.40	19.40	19.40	19.40	19.40
9-12								

<b>TOTAL</b>		16,393.35	16,464.23	16,464.23	16,464.23	16,464.23	16,464.23	16,464.23
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**CHARTER ADA ADJUSTMENT**

ADA transfer from District to Charter between FY	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
Grades TK-3							
Grades 4-6							
Grades 7-8							
Grades 9-12							
	-	-	-	-	-	-	-

ADA transfer from Charter to District between FY							
Grades TK-3							
Grades 4-6							
Grades 7-8							
Grades 9-12							
	-	-	-	-	-	-	-

Difference (if diff. < 0, no adj. to PY ADA)		-	-	-	-	-	-
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**LCFF Calculator Universal Assumptions**  
**Oxnard (72538) - May Revise - SSC LCFF Recommended Gap Funding %**

Summary of Funding								
	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	
Target	\$ 165,800,491	\$ 167,426,974	\$ 168,802,717	\$ 170,986,135	\$ 174,914,116	\$ 179,805,455	\$ 179,721,795	
Floor	<b>100,529,308</b>	<b>108,757,101</b>	<b>126,340,405</b>	<b>148,879,442</b>	<b>151,669,305</b>	<b>155,909,174</b>	<b>160,827,039</b>	
Applied Formula: Target or Floor	FLOOR	FLOOR	FLOOR	FLOOR	FLOOR	FLOOR	FLOOR	FLOOR
Remaining Need after Gap (informational only)	57,437,534	41,086,512	19,923,317	19,316,828	19,004,957	18,978,426	18,894,756	
Current Year Gap Funding	7,833,649	17,583,361	22,538,995	2,789,865	4,239,854	4,917,855	-	
Economic Recovery Target	-	-	-	-	-	-	-	
Additional State Aid	-	-	-	-	-	-	-	
<b>Total Phase-In Entitlement</b>	<b>\$ 108,362,957</b>	<b>\$ 126,340,462</b>	<b>\$ 148,879,400</b>	<b>\$ 151,669,307</b>	<b>\$ 155,909,159</b>	<b>\$ 160,827,029</b>	<b>\$ 160,827,039</b>	

Components of LCFF By Object Code								
	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
8011 - State Aid	\$ 42,073,878	\$ 71,597,312	\$ 88,906,258	\$ 110,805,453	\$ 114,432,034	\$ 119,508,561	\$ 133,211,511	\$ 141,996,601
8011 - Fair Share	-	-	-	-	-	-	-	-
8311 & 8590 - Categoricals	17,222,074	-	-	-	-	-	-	-
8012 - EPA	17,378,064	17,596,937	18,603,766	19,243,509	18,406,835	17,570,160	8,785,080	-
Local Revenue Sources:								
8021 to 8048 - Property Taxes	-	19,168,708	18,830,438	18,830,438	18,830,438	18,830,438	18,830,438	18,830,438
8096 - In-Lieu of Property Taxes	-	-	-	-	-	-	-	-
Property Taxes net of in-lieu	21,314,278	19,168,708	18,830,438	18,830,438	18,830,438	18,830,438	18,830,438	18,830,438
<b>TOTAL FUNDING</b>	<b>\$ 97,988,294</b>	<b>\$ 108,362,957</b>	<b>\$ 126,340,462</b>	<b>\$ 148,879,400</b>	<b>\$ 151,669,307</b>	<b>\$ 155,909,159</b>	<b>\$ 160,827,029</b>	<b>\$ 160,827,039</b>
Excess Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
EPA in excess to LCFF Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

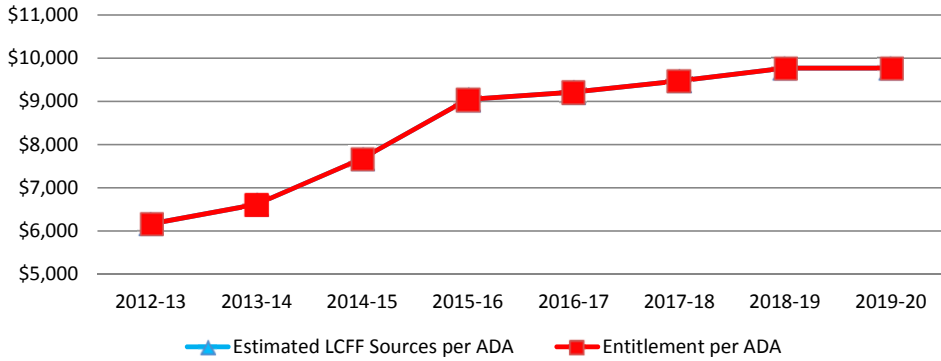
Summary of Student Population							
	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
<b>Unduplicated Pupil Population</b>							
Agency Unduplicated Pupil Count	15,098.00	15,127.00	15,155.00	15,155.00	15,155.00	15,155.00	15,155.00
COE Unduplicated Pupil Count	46.00	46.00	46.00	46.00	-	-	-
Total Unduplicated pupil Count	15,144.00	15,173.00	15,201.00	15,201.00	15,155.00	15,155.00	15,155.00
Rolling %, Supplemental Grant	89.8400%	89.3300%	88.9500%	88.4100%	88.1100%	88.0200%	87.9300%
Rolling %, Concentration Grant	89.8400%	89.3300%	88.9500%	88.4100%	88.1100%	88.0200%	87.9300%
<b>FUNDED ADA</b>							
<b>Adjusted Base Grant ADA</b>	<i>Current Year</i>	<i>Current Year</i>	<i>Current Year</i>	<i>Current Year</i>	<i>Current Year</i>	<i>Current Year</i>	<i>Current Year</i>
Grades TK-3	7,786.27	7,800.13	7,800.13	7,800.13	7,800.13	7,800.13	7,800.13
Grades 4-6	5,266.13	5,367.95	5,367.95	5,367.95	5,367.95	5,367.95	5,367.95
Grades 7-8	3,340.95	3,296.15	3,296.15	3,296.15	3,296.15	3,296.15	3,296.15
Grades 9-12	-	-	-	-	-	-	-
<b>Total Adjusted Base Grant ADA</b>	<b>16,393.35</b>	<b>16,464.23</b>	<b>16,464.23</b>	<b>16,464.23</b>	<b>16,464.23</b>	<b>16,464.23</b>	<b>16,464.23</b>
<b>Necessary Small School ADA</b>	<i>Current year</i>	<i>Current year</i>	<i>Current year</i>	<i>Current year</i>	<i>Current year</i>	<i>Current year</i>	<i>Current year</i>
Grades TK-3	-	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-	-
<b>Total Necessary Small School ADA</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total Funded ADA</b>	<b>16393.35</b>	<b>16464.23</b>	<b>16464.23</b>	<b>16464.23</b>	<b>16464.23</b>	<b>16464.23</b>	<b>16464.23</b>
<b>ACTUAL ADA (Current Year Only)</b>							
Grades TK-3	7,786.27	7,800.13	7,800.13	7,800.13	7,800.13	7,800.13	7,800.13
Grades 4-6	5,266.13	5,367.95	5,367.95	5,367.95	5,367.95	5,367.95	5,367.95
Grades 7-8	3,340.95	3,296.15	3,296.15	3,296.15	3,296.15	3,296.15	3,296.15
Grades 9-12	-	-	-	-	-	-	-
<b>Total Actual ADA</b>	<b>16,393.35</b>	<b>16,464.23</b>	<b>16,464.23</b>	<b>16,464.23</b>	<b>16,464.23</b>	<b>16,464.23</b>	<b>16,464.23</b>
Funded Difference (Funded ADA less Actual ADA)	-	-	-	-	-	-	-

Minimum Proportionality Percentage (MPP)							
	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
Current year estimated supplemental and concentration grant funding in the LCAP year	\$ 12,884,696	\$ 22,879,942	\$ 5,466,300	\$ 8,047,115	\$ 15,714,069	\$ 15,714,069	\$ 15,714,069
Current year Minimum Proportionality Percentage (MPP)	11.53%	18.41%	3.78%	5.51%	10.96%	10.96%	10.96%

LOCAL CONTROL FUNDING FORMULA

**LCFF Entitlement per ADA**

	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
Funded ADA	15,893.33	16,393.35	16,464.23	16,464.23	16,464.23	16,464.23	16,464.23	16,464.23
Estimated LCFF Sources per ADA	\$ 6,165.37	\$ 6,610.18	\$ 7,673.63	\$ 9,042.60	\$ 9,212.05	\$ 9,469.57	\$ 9,768.27	\$ 9,768.27
Net Change per ADA		\$ 444.81	\$ 1,063.46	\$ 1,368.96	\$ 169.45	\$ 257.52	\$ 298.70	\$ 0.00
Net Percent Change		7.21%	16.09%	17.84%	1.87%	2.80%	3.15%	0.00%
Estimated LCFF Entitlement per ADA	\$ 6,165.37	\$ 6,610.18	\$ 7,673.63	\$ 9,042.60	\$ 9,212.05	\$ 9,469.57	\$ 9,768.27	\$ 9,768.27
Net Change per ADA		\$ 444.81	\$ 1,063.46	\$ 1,368.96	\$ 169.45	\$ 257.52	\$ 298.70	\$ 0.00
Net Percent Change		7.21%	16.09%	17.84%	1.87%	2.80%	3.15%	0.00%



Oxnard (72538) - May Revise - SSC LCFF Recommended Gap Funding %	v16.1e					v16.1e					v16.1e							
LOCAL CONTROL FUNDING FORMULA	2013-14					2014-15					2015-16							
CALCULATE LCFF TARGET																		
Unduplicated as % of Enrollment	COLA 1.570%					COLA 0.850%					COLA 1.020%							
	89.84%					89.33%					88.95%							
	2013-14					2014-15					2015-16							
ADA	Base	Gr Span	Supp	Concen	TARGET	ADA	Base	Gr Span	Supp	Concen	TARGET	ADA	Base	Gr Span	Supp	Concen	TARGET	
Grades TK-3	7,786.27	6,952	724	1,379	1,337	80,917,899	7,800.13	7,011	729	1,383	1,329	81,522,274	7,800.13	7,083	737	1,391	1,327	82,202,629
Grades 4-6	5,266.13	7,056		1,268	1,229	50,307,220	5,367.95	7,116		1,271	1,221	51,579,590	5,367.95	7,189		1,279	1,220	52,006,073
Grades 7-8	3,340.95	7,266		1,306	1,266	32,865,901	3,296.15	7,328		1,309	1,258	32,615,641	3,296.15	7,403		1,317	1,257	32,884,545
Grades 9-12	-	8,419	219	1,552	1,505	-	-	8,491	221	1,556	1,495	-	-	8,578	223	1,566	1,494	-
Subtract NSS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
NSS Allowance	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>TOTAL BASE</b>	<b>16,393.35</b>	<b>115,563.305</b>	<b>5,637,259</b>	<b>21,777,318</b>	<b>21,113,139</b>	<b>164,091,021</b>	<b>16,464.23</b>	<b>117,039,230</b>	<b>5,686,295</b>	<b>21,926,142</b>	<b>21,065,837</b>	<b>165,717,504</b>	<b>16,464.23</b>	<b>118,239,912</b>	<b>5,748,696</b>	<b>22,057,573</b>	<b>21,047,066</b>	<b>167,093,247</b>
Targeted Instructional Improvement Block Grant						500,077						500,077						500,077
Home-to-School Transportation						1,209,393						1,209,393						1,209,393
Small School District Bus Replacement Program						-						-						-
<b>LOCAL CONTROL FUNDING FORMULA (LCFF) TARGET</b>						<b>165,800,491</b>						<b>167,426,974</b>						<b>168,802,717</b>
<b>ECONOMIC RECOVERY TARGET PAYMENT</b>						<b>1/8</b>						<b>1/4</b>						<b>3/8</b>
<b>CALCULATE LCFF FLOOR</b>																		
Current year Funded ADA times Base per ADA				12-13 Rate	13-14 ADA	82,545,763				12-13 Rate	14-15 ADA	82,902,667				12-13 Rate	15-16 ADA	82,902,667
Current year Funded ADA times Other RL per ADA				5,035.32	16,393.35	761,471				5,035.32	16,464.23	764,763				5,035.32	16,464.23	764,763
Necessary Small School Allowance at 12-13 rates				46.45	16,393.35	-				46.45	16,464.23	-				46.45	16,464.23	-
2012-13 Categoricals						17,222,074						17,222,074						17,222,074
2012-13 Charter Categorical & Supplemental BG/ 12-13 ADA * cy ADA						-						-						-
Less Fair Share Reduction						-						-						-
New charter: District PY rate * CY ADA						-						-						-
Beginning in 2014-15, prior year LCFF gap funding per ADA * cy ADA						-						-						-
						-						\$ 477.86						16,464.23
						-						7,867,597						\$ 1,545.83
<b>LOCAL CONTROL FUNDING FORMULA (LCFF) FLOOR</b>						<b>100,529,308</b>						<b>108,757,101</b>						<b>126,340,405</b>
<b>CALCULATE LCFF PHASE-IN ENTITLEMENT</b>																		
<b>LOCAL CONTROL FUNDING FORMULA TARGET</b>						<b>165,800,491</b>						<b>167,426,974</b>						<b>168,802,717</b>
<b>LOCAL CONTROL FUNDING FORMULA FLOOR</b>						<b>100,529,308</b>						<b>108,757,101</b>						<b>126,340,405</b>
Applied Funding Formula: Floor or Target						FLOOR						FLOOR						FLOOR
LCFF Need (LCFF Target less LCFF Floor, if positive)						65,271,183						58,669,873						42,462,312
Current Year Gap Funding						12.00%						29.97%						53.08%
ECONOMIC RECOVERY PAYMENT						7,833,649						17,583,361						22,538,995
<b>LCFF Entitlement before Minimum State Aid provision</b>						<b>108,362,957</b>						<b>126,340,462</b>						<b>148,879,400</b>
<b>CALCULATE STATE AID</b>																		
Transition Entitlement						108,362,957						126,340,462						148,879,400
Local Revenue (including RDA)						(19,168,708)						(18,830,438)						(18,830,438)
Gross State Aid						89,194,249						107,510,024						130,048,962
<b>CALCULATE MINIMUM STATE AID</b>																		
2012-13 RL/Charter Gen BG adjusted for ADA				2012/13 12-13 Rate	13-14 ADA	83,307,234				12-13 Rate	14-15 ADA	83,667,430				12-13 Rate	15-16 ADA	83,667,430
2012-13 NSS Allowance				80,766,220	#####	16,393.35				5,081.77	16,464.23					5,081.77	16,464.23	
Less Current Year Property Taxes/In Lieu				(21,314,278)		(19,168,708)						(18,830,438)						(18,830,438)
Subtotal State Aid for Historical RL/Charter General BG				59,451,942		64,138,526						64,836,992						64,836,992
Categorical funding from 2012-13				17,222,074		17,222,074						17,222,074						17,222,074
Charter Categorical Block Grant adjusted for ADA				-		-						-						-
Minimum State Aid Guarantee				76,674,016		81,360,600						82,059,066						82,059,066
<b>CHARTER SCHOOL MINIMUM STATE AID OFFSET (effective 2014-15)</b>																		
Local Control Funding Formula Floor plus Funded Gap						-						-						-
Minimum State Aid plus Property Taxes including RDA						-						-						-
Offset						-						-						-
Minimum State Aid Prior to Offset						-						-						-
Total Minimum State Aid with Offset						-						-						-
<b>TOTAL STATE AID</b>						<b>89,194,249</b>						<b>107,510,024</b>						<b>130,048,962</b>
<b>Additional State Aid (Additional SA)</b>						-						-						-
LCFF Phase-In Entitlement (before COE transfer, Choice & Charter Supplemental)						108,362,957						126,340,462						148,879,400
CHANGE OVER PRIOR YEAR						10.59%						16.59%						17.84%
LCFF Entitlement PER ADA						6,165						7,674						9,043
PER ADA CHANGE OVER PRIOR YEAR						7.21%						16.10%						17.84%
<b>LCFF SOURCES INCLUDING EXCESS TAXES</b>																		
State Aid				2012-13	Increase	2013-14				Increase	2014-15					Increase	2015-16	
Property Taxes net of in-lieu				76,674,016	16.33%	12,520,233				20.53%	18,315,775					20.96%	22,538,938	
Charter in-Lieu Taxes				21,314,278	-10.07%	(2,145,570)				-1.76%	(338,270)					0.00%	-	
LCFF pre COE, Choice, Supp				97,988,294	10.59%	10,374,663				16.59%	17,977,505					17.84%	22,538,938	

Oxnard (72538) - M	v16.1e						v16.1e						v16.1e						
LOCAL CONTROL FU	2016-17						2017-18						2018-19						
CALCULATE LCFF TA																			
Unduplicated as % of	3 yr average			88.41%	COLA	1.600%	3 yr average			88.11%	COLA	2.480%	3 yr average			88.02%	COLA	2.870%	
	ADA	Base	Gr Span	Supp	Concen	TARGET	ADA	Base	Gr Span	Supp	Concen	TARGET	ADA	Base	Gr Span	Supp	Concen	TARGET	
Grades TK-3	7,800.13	7,196	748	1,405	1,327	83,271,873	7,800.13	7,374	767	1,435	1,348	85,203,547	7,800.13	7,586	789	1,474	1,383	87,611,431	
Grades 4-6	5,367.95	7,304		1,291	1,220	52,689,792	5,367.95	7,485		1,319	1,239	53,911,119	5,367.95	7,700		1,356	1,271	55,433,628	
Grades 7-8	3,296.15	7,521		1,330	1,256	33,315,000	3,296.15	7,708		1,358	1,276	34,089,980	3,296.15	7,929		1,396	1,309	35,050,926	
Grades 9-12	-	8,715	227	1,581	1,494	-	-	8,931	232	1,615	1,517	-	-	9,187	239	1,659	1,556	-	
Subtract NSS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
NSS Allowance	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
TOTAL BASE	16,464.23	120,127,586	5,834,497	22,272,616	21,041,966	169,276,665	16,464.23	123,103,989	5,982,700	22,747,656	21,370,301	173,204,646	16,464.23	126,640,174	6,154,303	23,377,140	21,924,368	178,095,985	
Targeted Instruction	-	-	-	-	-	500,077	-	-	-	-	-	500,077	-	-	-	-	-	-	500,077
Home-to-School Tra	-	-	-	-	-	1,209,393	-	-	-	-	-	1,209,393	-	-	-	-	-	-	1,209,393
Small School Distric	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
LOCAL CONTROL FU	170,986,135						174,914,116						179,805,455						
ECONOMIC RECOVER	1/2						5/8						3/4						
CALCULATE LCFF FL																			
Current year Funded				12-13 Rate	16-17 ADA	82,902,667				12-13 Rate	17-18 ADA	82,902,667				12-13 Rate	18-19 ADA	82,902,667	
Current year Funded				5,035.32	16,464.23	16,464.23				5,035.32	16,464.23	16,464.23				5,035.32	16,464.23	16,464.23	
Necessary Small Sch				46.45	16,464.23	764,763				46.45	16,464.23	764,763				46.45	16,464.23	764,763	
2012-13 Categorical				-	-	-				-	-	-				-	-	-	
2012-13 Charter Cat				-	-	17,222,074				-	-	17,222,074				-	-	17,222,074	
Less Fair Share Redu				-	-	-				-	-	-				-	-	-	
New charter: Distric				-	-	-				-	-	-				-	-	-	
Beginning in 2014-1				\$ 2,914.80	16,464.23	47,989,938				\$ 3,084.25	16,464.23	50,779,801				\$ 3,341.77	16,464.23	55,019,670	
LOCAL CONTROL FU	148,879,442						151,669,305						155,909,174						
CALCULATE LCFF PH																			
LOCAL CONTROL FU	170,986,135						174,914,116						179,805,455						
LOCAL CONTROL FU	148,879,442						151,669,305						155,909,174						
Applied Funding For	FLOOR						FLOOR						FLOOR						
LCFF Need (LCFF Tar	22,106,693						23,244,811						23,896,281						
Current Year Gap FL				12.62%	2,789,865	-				18.24%	4,239,854	-				20.58%	4,917,855	-	
ECONOMIC RECOVER	-						-						-						
LCFF Entitlement be	151,669,307						155,909,159						160,827,029						
CALCULATE STATE A																			
Transition Entitleme	151,669,307						155,909,159						160,827,029						
Local Revenue (inclu	(18,830,438)						(18,830,438)						(18,830,438)						
Gross State Aid	132,838,869						137,078,721						141,996,591						
CALCULATE MINIMU																			
2012-13 RL/Charter				12-13 Rate	16-17 ADA	N/A				12-13 Rate	17-18 ADA	N/A				12-13 Rate	18-19 ADA	N/A	
2012-13 NSS Allowa				5,081.77	16,464.23	83,667,430				5,081.77	16,464.23	83,667,430				5,081.77	16,464.23	83,667,430	
Less Current Year Pr				-	-	-				-	-	-				-	-	-	
Subtotal State Aid fo				-	-	(18,830,438)				-	-	(18,830,438)				-	-	(18,830,438)	
Categorical funding				-	-	64,836,992				-	-	64,836,992				-	-	64,836,992	
Charter Categorical				-	-	17,222,074				-	-	17,222,074				-	-	17,222,074	
Minimum State Aid				-	-	82,059,066				-	-	82,059,066				-	-	82,059,066	
CHARTER SCHOOL M																			
Local Control Fundin	-						-						-						
Minimum State Aid	-						-						-						
Offset	-						-						-						
Minimum State Aid	-						-						-						
Total Minimum State	-						-						-						
TOTAL STATE AID	132,838,869						137,078,721						141,996,591						
Additional State Aid	-						-						-						
LCFF Phase-In Entitl	151,669,307						155,909,159						160,827,029						
CHANGE OVER PRIC				1.87%	2,789,906	-				2.80%	4,239,852	-				3.15%	4,917,870	-	
LCFF Entitlement PE	9,212						9,470						9,768						
PER ADA CHANGE C				1.87%	169	-				2.80%	258	-				3.15%	298	-	
LCFF SOURCES INCL																			
State Aid				Increase	2016-17	132,838,869				Increase	2017-18	137,078,721				Increase	2018-19	141,996,591	
Property Taxes net of				2.15%	2,789,907	-				3.19%	4,239,852	-				3.59%	4,917,870	-	
Charter in-Lieu Taxe				0.00%	-	18,830,438				0.00%	-	18,830,438				0.00%	-	18,830,438	
LCFF pre COE, Choic				0.00%	-	-				0.00%	-	-				0.00%	-	-	
LCFF pre COE, Choic				1.87%	2,789,907	151,669,307				2.80%	4,239,852	155,909,159				3.15%	4,917,870	160,827,029	

Minimum Proportionality Percentage (MPP): Summary Supplemental & Concentration Grant							
	2013-14	2014-15	2015-16	2016-17**	2017-18**	2018-19**	2019-20**
1. LCFF Target Supplemental & Concentration Grant Funding <i>from Calculator tab</i>		42,991,979	43,104,639	43,314,582	44,117,957	45,301,508	45,217,848
2. Prior Year (estimated) Expenditures for Unduplicated Pupils above what was spent on services for all pupils						8,047,115	15,714,069
Prior Year EIA expenditures 2014-15 py exp (2013-14 exp) must >= 2012-13 EIA exp							
3. Difference [1] less [2]		42,991,979	43,104,639	43,314,582	44,117,957	37,254,393	29,503,779
4. Estimated Additional Supplemental & Concentration Grant Funding <i>[3] * GAP funding rate</i>		12,884,696	22,879,942	5,466,300	8,047,115	7,666,954	-
GAP funding rate		29.97%	53.08%	12.62%	18.24%	20.58%	0.00%
5. Estimated Supplemental and Concentration Grant Funding [2] plus [4] (unless [3]<0 then [1]) <b>LCAP Section 3, Part A</b>		12,884,696	22,879,942	5,466,300	8,047,115	15,714,069	15,714,069
6. Base Funding <i>LCFF Phase-In Entitlement less [5], excludes Targeted Instructional Improvement &amp; Transportation</i>		111,746,296	124,289,988	144,493,537	146,152,574	143,403,490	143,403,500
LCFF Phase-In Entitlement		126,340,462	148,879,400	151,669,307	155,909,159	160,827,029	160,827,039
7/8. Minimum Proportionality Percentage* <i>[5] / [6]</i> <b>LCAP Section 3, Part B</b>		11.53%	18.41%	3.78%	5.51%	10.96%	10.96%
*percentage by which services for unduplicated students must be increased or improved over services provided for all students in the LCAP year If Step 3a <=0, then calculate the minimum proportionality percentage at Estimated Supplemental & Concentration Grant Funding, step 5 **Regulations only require an LEA to demonstrate how it is meeting the proportionality percentage in the LCAP year, not across all three years							
SUMMARY SUPPLEMENTAL & CONCENTRATION GRANT & MPP							
	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	
Current year estimated supplemental and concentration grant funding in the LCAP year	\$ 12,884,696	\$ 22,879,942	\$ 5,466,300	\$ 8,047,115	\$ 15,714,069	\$ 15,714,069	
Current year Minimum Proportionality Percentage (MPP)	11.53%	18.41%	3.78%	5.51%	10.96%	10.96%	



Description	Resource Codes	Object Codes	2014-15 Estimated Actuals			2015-16 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>A. REVENUES</b>									
1) LCFF Sources		8010-8099	125,832,922.00	0.00	125,832,922.00	148,879,400.00	0.00	148,879,400.00	18.3%
2) Federal Revenue		8100-8299	350,000.00	17,763,267.00	18,113,267.00	0.00	13,685,506.00	13,685,506.00	-24.4%
3) Other State Revenue		8300-8599	3,807,709.00	8,421,235.00	12,228,944.00	5,712,272.00	4,866,331.00	10,578,603.00	-13.5%
4) Other Local Revenue		8600-8799	1,346,409.00	8,532,724.00	9,879,133.00	804,400.00	7,619,660.00	8,424,060.00	-14.7%
5) TOTAL REVENUES			131,337,040.00	34,717,226.00	166,054,266.00	155,396,072.00	26,171,497.00	181,567,569.00	9.3%
<b>B. EXPENDITURES</b>									
1) Certificated Salaries		1000-1999	58,861,060.00	15,154,124.00	74,015,184.00	65,788,425.00	13,517,734.00	79,306,159.00	7.1%
2) Classified Salaries		2000-2999	16,147,553.00	8,066,515.00	24,214,068.00	19,276,594.00	8,847,450.00	28,124,044.00	16.1%
3) Employee Benefits		3000-3999	24,448,720.00	6,744,009.00	31,192,729.00	28,672,882.00	7,033,628.00	35,706,510.00	14.5%
4) Books and Supplies		4000-4999	7,570,411.00	10,197,204.00	17,767,615.00	9,300,898.00	4,571,279.00	13,872,177.00	-21.9%
5) Services and Other Operating Expenditures		5000-5999	11,472,781.00	10,896,798.00	22,369,579.00	11,086,116.00	8,467,092.00	19,553,208.00	-12.6%
6) Capital Outlay		6000-6999	1,380,695.00	391,300.00	1,771,995.00	0.00	85,000.00	85,000.00	-95.2%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	2,609,071.00	0.00	2,609,071.00	2,850,350.00	0.00	2,850,350.00	9.2%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(1,538,076.00)	1,092,947.00	(445,129.00)	(1,433,902.00)	882,979.00	(550,923.00)	23.8%
9) TOTAL EXPENDITURES			120,952,215.00	52,542,897.00	173,495,112.00	135,541,363.00	43,405,162.00	178,946,525.00	3.1%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>									
			10,384,825.00	(17,825,671.00)	(7,440,846.00)	19,854,709.00	(17,233,665.00)	2,621,044.00	-135.2%
<b>D. OTHER FINANCING SOURCES/USES</b>									
1) Interfund Transfers									
a) Transfers In									
			102.00	0.00	102.00	0.00	0.00	0.00	-100.0%
b) Transfers Out									
			1,036,878.00	0.00	1,036,878.00	1,625,993.00	0.00	1,625,993.00	56.8%
2) Other Sources/Uses									
a) Sources									
			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses									
			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions									
			(15,146,654.00)	15,146,654.00	0.00	(16,736,289.00)	16,736,289.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			(16,183,430.00)	15,146,654.00	(1,036,776.00)	(18,362,282.00)	16,736,289.00	(1,625,993.00)	56.8%

Description	Resource Codes	Object Codes	2014-15 Estimated Actuals			2015-16 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>									
			(5,798,605.00)	(2,679,017.00)	(8,477,622.00)	1,492,427.00	(497,376.00)	995,051.00	-111.7%
<b>F. FUND BALANCE, RESERVES</b>									
1) Beginning Fund Balance		9791	16,909,120.00	4,771,306.00	21,680,426.00	11,110,515.00	2,092,289.00	13,202,804.00	-39.1%
a) As of July 1 - Unaudited		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Audit Adjustments									
c) As of July 1 - Audited (F1a + F1b)		9795	16,909,120.00	4,771,306.00	21,680,426.00	11,110,515.00	2,092,289.00	13,202,804.00	-39.1%
d) Other Restatements			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			16,909,120.00	4,771,306.00	21,680,426.00	11,110,515.00	2,092,289.00	13,202,804.00	-39.1%
2) Ending Balance, June 30 (E + F1e)			11,110,515.00	2,092,289.00	13,202,804.00	12,602,942.00	1,594,913.00	14,197,855.00	7.5%
Components of Ending Fund Balance									
a) Nonspendable			20,000.00	0.00	20,000.00	20,000.00	0.00	20,000.00	0.0%
Revolving Cash			87,056.92	0.00	87,056.92	100,000.00	0.00	100,000.00	14.9%
Stores			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prepaid Expenditures			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted		9740	0.00	2,092,289.00	2,092,289.00	0.00	1,594,913.00	1,594,913.00	-23.8%
c) Committed			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Assigned									
Other Assignments		9780	4,401,283.00	0.00	4,401,283.00	2,100,000.00	0.00	2,100,000.00	-52.3%
Instr Materials Adoption	0000	9780				2,000,000.00		2,000,000.00	
Annual Bus Replacement Reserve	0000	9780				100,000.00		100,000.00	
Bus Replacement Reserve	0000	9780	50,000.00		50,000.00				
Math Adoption Reserve	0000	9780	2,000,000.00		2,000,000.00				
Adxx271 Reserve Economic Uncertainly	0000	9780	2,101,283.00		2,101,283.00				
1% Salary Increase	0000	9780	250,000.00		250,000.00				
e) Unassigned/unappropriated									
Reserve for Economic Uncertainties		9789	5,235,959.00	0.00	5,235,959.00	5,417,176.00	0.00	5,417,176.00	3.5%
Unassigned/Unappropriated Amount		9790	1,366,216.08	0.00	1,366,216.08	4,965,766.00	0.00	4,965,766.00	263.5%

Description	Resource Codes	Object Codes	2014-15 Estimated Actuals			2015-16 Budget		% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	
<b>G. ASSETS</b>								
1) Cash								
a) in County Treasury		9110	33,954,957.80	(7,405,293.80)	26,549,664.00			
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00	0.00	0.00			
b) in Banks		9120	0.00	0.00	0.00			
c) in Revolving Fund		9130	20,000.00	0.00	20,000.00			
d) with Fiscal Agent		9135	0.00	0.00	0.00			
e) collections awaiting deposit		9140	0.00	0.00	0.00			
2) Investments		9150	0.00	0.00	0.00			
3) Accounts Receivable		9200	57,482.77	164.12	57,646.89			
4) Due from Grantor Government		9290	(657,663.00)	0.00	(657,663.00)			
5) Due from Other Funds		9310	2,650,000.00	0.00	2,650,000.00			
6) Stores		9320	87,056.92	0.00	87,056.92			
7) Prepaid Expenditures		9330	0.00	0.00	0.00			
8) Other Current Assets		9340	0.00	0.00	0.00			
9) TOTAL ASSETS			36,111,834.49	(7,405,129.68)	28,706,704.81			
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>								
1) Deferred Outflows of Resources		9490	0.00	0.00	0.00			
2) TOTAL DEFERRED OUTFLOWS			0.00	0.00	0.00			
<b>I. LIABILITIES</b>								
1) Accounts Payable		9500	6,370,703.30	127,918.66	6,498,621.96			
2) Due to Grantor Governments		9590	0.00	0.00	0.00			
3) Due to Other Funds		9610	0.00	0.00	0.00			
4) Current Loans		9640	0.00	0.00	0.00			
5) Unearned Revenue		9650	0.00	0.00	0.00			
6) TOTAL LIABILITIES			6,370,703.30	127,918.66	6,498,621.96			
<b>J. DEFERRED INFLOWS OF RESOURCES</b>								
1) Deferred Inflows of Resources		9690	0.00	0.00	0.00			
2) TOTAL DEFERRED INFLOWS			0.00	0.00	0.00			
<b>K. FUND EQUITY</b>								
Ending Fund Balance, June 30								

Description (G9 + H2) - (I6 + J2)	Resource Codes	Object Codes	2014-15 Estimated Actuals			2015-16 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
			29,741,131.19	(7,533,048.34)	22,208,082.85				

Description	2014-15 Estimated Actuals			2015-16 Budget			% Diff Column C & F
	Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>LCFF SOURCES</b>							
Principal Apportionment							
State Aid - Current Year	89,861,256.00	0.00	89,861,256.00	110,805,453.00	0.00	110,805,453.00	23.3%
Education Protection Account State Aid - Current Year	18,370,259.00	0.00	18,370,259.00	19,243,509.00	0.00	19,243,509.00	4.8%
State Aid - Prior Years	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Tax Relief Subventions							
Homeowners' Exemptions	159,454.00	0.00	159,454.00	161,778.00	0.00	161,778.00	1.5%
Timber Yield Tax	10.00	0.00	10.00	0.00	0.00	0.00	-100.0%
Other Subventions/In-Lieu Taxes	6,248.00	0.00	6,248.00	6,967.00	0.00	6,967.00	11.5%
County & District Taxes							
Secured Roll Taxes	17,983,706.00	0.00	17,983,706.00	18,586,185.00	0.00	18,586,185.00	3.4%
Unsecured Roll Taxes	456,640.00	0.00	456,640.00	459,083.00	0.00	459,083.00	0.5%
Prior Years' Taxes	72,592.00	0.00	72,592.00	59,302.00	0.00	59,302.00	-18.3%
Supplemental Taxes	376,355.00	0.00	376,355.00	412,283.00	0.00	412,283.00	9.5%
Education Revenue Augmentation Fund (ERAF)	(1,453,598.00)	0.00	(1,453,598.00)	(2,067,239.00)	0.00	(2,067,239.00)	42.2%
Community Redevelopment Funds (SB 617/699/1992)	0.00	0.00	0.00	1,212,079.00	0.00	1,212,079.00	New
Penalties and Interest from Delinquent Taxes	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604)							
Royalties and Bonuses	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF (50%) Adjustment	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, LCFF Sources	125,832,922.00	0.00	125,832,922.00	148,879,400.00	0.00	148,879,400.00	18.3%
<b>LCFF Transfers</b>							
Unrestricted LCFF Transfers - Current Year	0.00		0.00	0.00		0.00	0.0%
All Other LCFF Transfers - Current Year	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Property Taxes Transfers	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
California Dept of Education SACS Financial Reporting Software - 2015.1.0							
File: fund-a (Rev 01/13/2015)							

Description	Resource Codes	Object Codes	2014-15 Estimated Actuals			2015-16 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL LCFF SOURCES			125,832,922.00	0.00	125,832,922.00	148,879,400.00	0.00	148,879,400.00	18.3%
<b>FEDERAL REVENUE</b>									
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	2,665,648.00	2,665,648.00	0.00	2,784,109.00	2,784,109.00	4.4%
Special Education Discretionary Grants		8182	0.00	398,162.00	398,162.00	0.00	398,162.00	398,162.00	0.0%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
NCLB: Title I, Part A, Basic Grants Low-Income and Neglected	3010	8290		4,159,435.00	4,159,435.00		4,109,547.00	4,109,547.00	-1.2%
NCLB: Title I, Part D, Local Delinquent Programs	3025	8290		0.00	0.00		0.00	0.00	0.0%
NCLB: Title II, Part A, Teacher Quality	4035	8290		875,836.00	875,836.00		794,622.00	794,622.00	-9.3%
NCLB: Title III, Immigrant Education Program	4201	8290		44,124.00	44,124.00		24,116.00	24,116.00	-45.3%

Description	Resource Codes	Object Codes	2014-15 Estimated Actuals			2015-16 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
NCLB: Title III, Limited English Proficient (LEP) Student Program	4203	8290		1,004,476.00	1,004,476.00		849,401.00	849,401.00	-15.4%
NCLB: Title V, Part B, Public Charter Schools Grant Program (PCSGP)	4610	8290		0.00	0.00		0.00	0.00	0.0%
Other No Child Left Behind	3011-3020, 3026-3199, 4036-4126, 5510	8290		230,506.00	230,506.00		0.00	0.00	-100.0%
Vocational and Applied Technology Education	3500-3699	8290		0.00	0.00		0.00	0.00	0.0%
Safe and Drug Free Schools	3700-3799	8290		0.00	0.00		0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	350,000.00	8,385,080.00	8,735,080.00	0.00	4,725,549.00	4,725,549.00	-45.9%
TOTAL, FEDERAL REVENUE			350,000.00	17,763,267.00	18,113,267.00	0.00	13,685,506.00	13,685,506.00	-24.4%
<b>OTHER STATE REVENUE</b>									
Other State Apportionments									
ROC/P Entitlement Current Year	6360	8311		0.00	0.00		0.00	0.00	0.0%
28 Prior Years	6360	8319		0.00	0.00		0.00	0.00	0.0%
Special Education Master Plan Current Year	6500	8311		0.00	0.00		0.00	0.00	0.0%
Prior Years	6500	8319		0.00	0.00		0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	171,316.00	171,316.00	0.00	331,026.00	331,026.00	93.2%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520		0.00	0.00		0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	1,537,932.00	0.00	1,537,932.00	3,427,216.00	0.00	3,427,216.00	122.8%
Lottery - Unrestricted and Instructional Materials		8560	2,191,079.00	576,021.00	2,767,100.00	2,203,121.00	585,125.00	2,788,246.00	0.8%
Tax Relief Subventions Restricted Levies - Other		8575		0.00	0.00		0.00	0.00	0.0%
Homeowners' Exemptions		8576		0.00	0.00		0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8587		0.00	0.00		0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8590		0.00	0.00		0.00	0.00	0.0%
School Based Coordination Program	7250	8590		0.00	0.00		0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590		2,482,325.00	2,482,325.00		2,482,325.00	2,482,325.00	0.0%
Charter School Facility Grant	6030	8590		0.00	0.00		0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2014-15 Estimated Actuals			2015-16 Budget			% Diff Column C & F	
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)		
Drug/Alcohol/Tobacco Funds	6650, 6690	8590		104,621.00	104,621.00		0.00	0.00	0.00	-100.0%
California Clean Energy Jobs Act	6230	8590		0.00	0.00		0.00	0.00	0.00	0.0%
Healthy Start	6240	8590		0.00	0.00		0.00	0.00	0.00	0.0%
American Indian Early Childhood Education	7210	8590		0.00	0.00		0.00	0.00	0.00	0.0%
Specialized Secondary	7370	8590		0.00	0.00		0.00	0.00	0.00	0.0%
School Community Violence Prevention Grant	7391	8590		0.00	0.00		0.00	0.00	0.00	0.0%
Quality Education Investment Act	7400	8590		3,030,082.00	3,030,082.00		0.00	0.00	0.00	-100.0%
Common Core State Standards Implementation	7405	8590		0.00	0.00		0.00	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	78,698.00	2,056,870.00	2,135,568.00	81,935.00	1,467,855.00	1,549,790.00	1,549,790.00	-27.4%
<b>TOTAL OTHER STATE REVENUE</b>			<b>3,807,709.00</b>	<b>8,421,235.00</b>	<b>12,228,944.00</b>	<b>5,712,272.00</b>	<b>4,866,331.00</b>	<b>10,578,603.00</b>	<b>10,578,603.00</b>	<b>-13.5%</b>



Description	Resource Codes	Object Codes	2014-15 Estimated Actuals			2015-16 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>OTHER LOCAL REVENUE</b>									
Other Local Revenue									
County and District Taxes									
Other Restricted Levies									
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes									
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds									
Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from									
Delinquent Non-LCFF									
<b>Taxes</b>		8629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Sales									
Sale of Equipment/Supplies		8631	15,000.00	0.00	15,000.00	0.00	0.00	0.00	-100.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	150,000.00	0.00	150,000.00	80,000.00	0.00	80,000.00	-46.7%
Interest		8660	62,000.00	0.00	62,000.00	45,000.00	0.00	45,000.00	-27.4%
Net Increase (Decrease) in the Fair Value									
of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts									
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	0.00	331,668.00	331,668.00	0.00	64,809.00	64,809.00	-80.5%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue									

Description	Resource Codes	Object Codes	2014-15 Estimated Actuals			2015-16 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
(50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	1,119,409.00	1,058,966.00	2,178,375.00	679,400.00	144,100.00	823,500.00	-62.2%
Tuition		8710	0.00	136,352.00	136,352.00	0.00	174,762.00	174,762.00	28.2%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Apportionments									
Special Education SELPA Transfers From Districts or Charter Schools	6500	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6500	8792		7,005,738.00	7,005,738.00		7,235,989.00	7,235,989.00	3.3%
From JPAs	6500	8793		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers									
From Districts or Charter Schools	6360	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6360	8792		0.00	0.00		0.00	0.00	0.0%
From JPAs	6360	8793		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments									
31 From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			1,346,409.00	8,532,724.00	9,879,133.00	804,400.00	7,619,660.00	8,424,060.00	-14.7%
TOTAL, REVENUES			131,337,040.00	34,717,226.00	166,054,266.00	155,396,072.00	26,171,497.00	181,567,569.00	9.3%

Description	Resource Codes	Object Codes	2014-15 Estimated Actuals			2015-16 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>CERTIFICATED SALARIES</b>									
Certificated Teachers' Salaries		1100	49,967,969.00	10,709,159.00	60,677,128.00	54,933,337.00	9,285,771.00	64,219,108.00	5.8%
Certificated Pupil Support Salaries		1200	3,549,564.00	3,096,550.00	6,646,114.00	4,592,737.00	2,906,886.00	7,499,623.00	12.8%
Certificated Supervisors' and Administrators' Salaries		1300	5,292,338.00	770,369.00	6,062,707.00	6,250,677.00	705,653.00	6,956,330.00	14.7%
Other Certificated Salaries		1900	51,189.00	578,046.00	629,235.00	11,674.00	619,424.00	631,098.00	0.3%
<b>TOTAL, CERTIFICATED SALARIES</b>			<b>58,861,060.00</b>	<b>15,154,124.00</b>	<b>74,015,184.00</b>	<b>65,788,425.00</b>	<b>13,517,734.00</b>	<b>79,306,159.00</b>	<b>7.1%</b>
<b>CLASSIFIED SALARIES</b>									
Classified Instructional Salaries		2100	529,776.00	3,851,184.00	4,380,960.00	620,973.00	4,269,496.00	4,890,469.00	11.6%
Classified Support Salaries		2200	4,549,498.00	1,978,790.00	6,528,288.00	5,585,727.00	2,173,422.00	7,759,149.00	18.9%
Classified Supervisors' and Administrators' Salaries		2300	1,240,297.00	474,116.00	1,714,413.00	1,448,968.00	522,094.00	1,971,062.00	15.0%
Clerical, Technical and Office Salaries		2400	7,049,530.00	848,045.00	7,897,575.00	7,962,449.00	952,657.00	8,915,106.00	12.9%
Other Classified Salaries		2900	2,778,452.00	914,380.00	3,692,832.00	3,658,477.00	929,781.00	4,588,258.00	24.2%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>16,147,553.00</b>	<b>8,066,515.00</b>	<b>24,214,068.00</b>	<b>19,276,594.00</b>	<b>8,847,450.00</b>	<b>28,124,044.00</b>	<b>16.1%</b>
<b>EMPLOYEE BENEFITS</b>									
STRS		3101-3102	4,975,301.00	1,289,890.00	6,265,191.00	6,703,947.00	1,402,107.00	8,106,054.00	29.4%
PERS		3201-3202	1,914,047.00	971,016.00	2,885,063.00	2,399,962.00	1,083,376.00	3,483,338.00	20.7%
OASDI/Medicare/Alternative		3301-3302	2,059,301.00	815,383.00	2,874,684.00	2,422,443.00	847,180.00	3,269,623.00	13.7%
Health and Welfare Benefits		3401-3402	9,890,258.00	2,106,649.00	11,996,907.00	11,066,600.00	2,192,008.00	13,258,608.00	10.5%
Unemployment Insurance		3501-3502	35,762.00	11,062.00	46,824.00	40,685.00	10,708.00	51,393.00	9.8%
Workers' Compensation		3601-3602	2,447,883.00	760,461.00	3,208,344.00	2,782,188.00	737,162.00	3,519,350.00	9.7%
OPEB, Allocated		3701-3702	2,723,525.00	683,127.00	3,406,652.00	2,806,743.00	652,819.00	3,459,562.00	1.6%
OPEB, Active Employees		3751-3752	393,096.00	106,421.00	499,517.00	440,767.00	108,268.00	549,035.00	9.9%
Other Employee Benefits		3801-3902	9,547.00	0.00	9,547.00	9,547.00	0.00	9,547.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>24,448,720.00</b>	<b>6,744,009.00</b>	<b>31,192,729.00</b>	<b>28,672,882.00</b>	<b>7,033,628.00</b>	<b>35,706,510.00</b>	<b>14.5%</b>
<b>BOOKS AND SUPPLIES</b>									
Approved Textbooks and Core Curricula Materials		4100	2,000,000.00	2,167,627.00	4,167,627.00	2,000,000.00	585,125.00	2,585,125.00	-38.0%
Books and Other Reference Materials		4200	71,898.00	47,175.00	119,073.00	13,819.00	4,500.00	18,319.00	-84.6%
Materials and Supplies		4300	4,579,770.00	6,934,627.00	11,514,397.00	6,578,029.00	3,860,146.00	10,438,175.00	-9.3%

Description	Resource Codes	Object Codes	2014-15 Estimated Actuals			2015-16 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Noncapitalized Equipment		4400	918,743.00	1,047,775.00	1,966,518.00	709,050.00	121,508.00	830,558.00	-57.8%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL BOOKS AND SUPPLIES			7,570,411.00	10,197,204.00	17,767,615.00	9,300,898.00	4,571,279.00	13,872,177.00	-21.9%
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>									
Subagreements for Services		5100	2,065,800.00	3,967,967.00	6,033,767.00	2,417,215.00	3,801,108.00	6,218,323.00	3.1%
Travel and Conferences		5200	408,771.00	1,171,939.00	1,580,710.00	306,851.00	911,096.00	1,217,947.00	-22.9%
Dues and Memberships		5300	85,682.00	1,750.00	87,432.00	108,461.00	1,000.00	109,461.00	25.2%
Insurance		5400 - 5450	669,864.00	0.00	669,864.00	641,164.00	0.00	641,164.00	-4.3%
Operations and Housekeeping Services		5500	2,775,000.00	0.00	2,775,000.00	2,540,000.00	0.00	2,540,000.00	-8.5%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	1,296,867.00	126,129.00	1,422,996.00	971,769.00	104,750.00	1,076,519.00	-24.3%
Transfers of Direct Costs		5710	(144,084.00)	144,084.00	0.00	(63,260.00)	63,260.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	(20,893.00)	(2,500.00)	(23,393.00)	(10,443.00)	0.00	(10,443.00)	-55.4%
Professional/Consulting Services and Operating Expenditures		5800	3,732,904.00	5,471,247.00	9,204,151.00	3,463,359.00	3,568,878.00	7,032,237.00	-23.6%
Communications		5900	602,870.00	16,182.00	619,052.00	711,000.00	17,000.00	728,000.00	17.6%
TOTAL SERVICES AND OTHER OPERATING EXPENDITURES			11,472,781.00	10,896,798.00	22,369,579.00	11,086,116.00	8,467,092.00	19,553,208.00	-12.6%

Description	Resource Codes	Object Codes	2014-15 Estimated Actuals			2015-16 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>CAPITAL OUTLAY</b>									
Land		6100	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	873,820.00	10,000.00	883,820.00	0.00	0.00	0.00	-100.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	506,875.00	381,300.00	888,175.00	0.00	85,000.00	85,000.00	-90.4%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			1,380,695.00	391,300.00	1,771,995.00	0.00	85,000.00	85,000.00	-95.2%
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>									
Tuition									
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments									
Payments to Districts or Charter Schools		7141	193,502.00	0.00	193,502.00	284,000.00	0.00	284,000.00	46.8%
Payments to County Offices		7142	2,076,389.00	0.00	2,076,389.00	2,210,000.00	0.00	2,210,000.00	6.4%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues									
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments									
To Districts or Charter Schools	6500	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6500	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6500	7223		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers of Apportionments									
To Districts or Charter Schools	6360	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6360	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6360	7223		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments									
All Other Transfers	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2014-15 Estimated Actuals			2015-16 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service									
Debt Service - Interest		7438	137,342.00	0.00	137,342.00	131,155.00	0.00	131,155.00	-4.5%
Other Debt Service - Principal		7439	201,838.00	0.00	201,838.00	225,195.00	0.00	225,195.00	11.6%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			2,609,071.00	0.00	2,609,071.00	2,850,350.00	0.00	2,850,350.00	9.2%
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>									
Transfers of Indirect Costs		7310	(1,092,947.00)	1,092,947.00	0.00	(882,979.00)	882,979.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	(445,129.00)	0.00	(445,129.00)	(550,923.00)	0.00	(550,923.00)	23.8%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(1,538,076.00)	1,092,947.00	(445,129.00)	(1,433,902.00)	882,979.00	(550,923.00)	23.8%
TOTAL EXPENDITURES			120,952,215.00	52,542,897.00	173,495,112.00	135,541,363.00	43,405,162.00	178,946,525.00	3.1%

Description	Resource Codes	Object Codes	2014-15 Estimated Actuals			2015-16 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>INTERFUND TRANSFERS</b>									
<b>INTERFUND TRANSFERS IN</b>									
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Other Authorized Interfund Transfers In		8919	102.00	0.00	102.00	0.00	0.00	0.00	-100.00%
(a) TOTAL, INTERFUND TRANSFERS IN			102.00	0.00	102.00	0.00	0.00	0.00	-100.00%
<b>INTERFUND TRANSFERS OUT</b>									
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
To: Special Reserve Fund		7612	105,080.00	0.00	105,080.00	105,000.00	0.00	105,000.00	-0.1%
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
To: Cafeteria Fund		7616	931,798.00	0.00	931,798.00	1,520,993.00	0.00	1,520,993.00	63.2%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
(b) TOTAL, INTERFUND TRANSFERS OUT			1,036,878.00	0.00	1,036,878.00	1,625,993.00	0.00	1,625,993.00	56.8%
<b>OTHER SOURCES/USES</b>									
<b>SOURCES</b>									
State Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Emergency Apportionments									
Proceeds									
Proceeds from Sale/Lease-Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Other Sources									
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Long-Term Debt Proceeds									
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.00	0.00%

Description	Resource Codes	Object Codes	2014-15 Estimated Actuals			2015-16 Budget			% Diff Column C & F	
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)		
<b>(c) TOTAL SOURCES</b>										
<b>USES</b>										
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(d) TOTAL USES</b>										
<b>CONTRIBUTIONS</b>										
Contributions from Unrestricted Revenues		8980	(15,146,654.00)	15,146,654.00	0.00	(16,736,289.00)	16,736,289.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(e) TOTAL CONTRIBUTIONS</b>										
<b>TOTAL, OTHER FINANCING SOURCES/USES</b>			<b>(16,183,430.00)</b>	<b>15,146,654.00</b>	<b>(1,036,776.00)</b>	<b>(18,362,282.00)</b>	<b>16,736,289.00</b>	<b>0.00</b>	<b>(1,625,993.00)</b>	<b>56.8%</b>
<b>(a - b + c - d + e)</b>										



Description	Function Codes	Object Codes	2014-15 Estimated Actuals			2015-16 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>A. REVENUES</b>									
1) LCFF Sources		8010-8099	125,832,922.00	0.00	125,832,922.00	148,879,400.00	0.00	148,879,400.00	18.3%
2) Federal Revenue		8100-8299	350,000.00	17,763,267.00	18,113,267.00	0.00	13,685,506.00	13,685,506.00	-24.4%
3) Other State Revenue		8300-8599	3,807,709.00	8,421,235.00	12,228,944.00	5,712,272.00	4,866,331.00	10,578,603.00	-13.5%
4) Other Local Revenue		8600-8799	1,346,409.00	8,532,724.00	9,879,133.00	804,400.00	7,619,660.00	8,424,060.00	-14.7%
5) TOTAL REVENUES			131,337,040.00	34,717,226.00	166,054,266.00	155,396,072.00	26,171,497.00	181,567,569.00	9.3%
<b>B. EXPENDITURES (Objects 1000-7999)</b>									
1) Instruction	1000-1999		75,243,900.00	34,575,696.00	109,819,596.00	84,144,143.00	26,750,302.00	110,894,445.00	1.0%
2) Instruction - Related Services	2000-2999		15,319,926.00	5,366,523.00	20,686,449.00	17,283,483.00	5,424,677.00	22,708,160.00	9.8%
3) Pupil Services	3000-3999		9,239,211.00	4,956,246.00	14,195,457.00	11,189,143.00	4,915,804.00	16,104,947.00	13.5%
4) Ancillary Services	4000-4999		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	862,209.00	862,209.00	7,996.00	805,036.00	813,032.00	-5.7%
6) Enterprise	6000-6999		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
7) General Administration	7000-7999		7,372,319.00	1,647,139.00	9,019,458.00	8,306,574.00	882,979.00	9,189,553.00	1.9%
8) Plant Services	8000-8999		11,167,788.00	5,135,084.00	16,302,872.00	11,759,674.00	4,626,364.00	16,386,038.00	0.5%
9) Other Outgo	9000-9999	Except 7600-7699	2,609,071.00	0.00	2,609,071.00	2,850,350.00	0.00	2,850,350.00	9.2%
10) TOTAL EXPENDITURES			120,952,215.00	52,542,897.00	173,495,112.00	135,541,363.00	43,405,162.00	178,946,525.00	3.1%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>									
			10,384,825.00	(17,825,671.00)	(7,440,846.00)	19,854,709.00	(17,233,665.00)	2,621,044.00	-135.2%
<b>D. OTHER FINANCING SOURCES/USES</b>									
1) Interfund Transfers									
a) Transfers In		8900-8929	102.00	0.00	102.00	0.00	0.00	0.00	-100.0%
b) Transfers Out		7600-7629	1,036,878.00	0.00	1,036,878.00	1,625,993.00	0.00	1,625,993.00	56.8%
2) Other Sources/Uses									
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(15,146,654.00)	15,146,654.00	0.00	(16,736,289.00)	16,736,289.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			(16,183,430.00)	15,146,654.00	(1,036,776.00)	(18,362,282.00)	16,736,289.00	(1,625,993.00)	56.8%

Description	Function Codes	Object Codes	2014-15 Estimated Actuals			2015-16 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(5,798,605.00)	(2,679,017.00)	(8,477,622.00)	1,492,427.00	(497,376.00)	995,051.00	-111.7%
<b>F. FUND BALANCE, RESERVES</b>									
1) Beginning Fund Balance		9791	16,909,120.00	4,771,306.00	21,680,426.00	11,110,515.00	2,092,289.00	13,202,804.00	-39.1%
a) As of July 1 - Unaudited		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Audit Adjustments									
c) As of July 1 - Audited (F1a + F1b)		9795	16,909,120.00	4,771,306.00	21,680,426.00	11,110,515.00	2,092,289.00	13,202,804.00	-39.1%
d) Other Restatements			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			16,909,120.00	4,771,306.00	21,680,426.00	11,110,515.00	2,092,289.00	13,202,804.00	-39.1%
2) Ending Balance, June 30 (E + F1e)			11,110,515.00	2,092,289.00	13,202,804.00	12,602,942.00	1,594,913.00	14,197,855.00	7.5%
Components of Ending Fund Balance									
a) Nonspendable		9711	20,000.00	0.00	20,000.00	20,000.00	0.00	20,000.00	0.0%
Revolving Cash		9712	87,056.92	0.00	87,056.92	100,000.00	0.00	100,000.00	14.9%
Stores		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prepaid Expenditures		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9740	0.00	2,092,289.00	2,092,289.00	0.00	1,594,913.00	1,594,913.00	-23.8%
b) Restricted									
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Assigned									
Other Assignments (by Resource/Object)		9780	4,401,283.00	0.00	4,401,283.00	2,100,000.00	0.00	2,100,000.00	-52.3%
Instr Materials Adoption	0000	9780				2,000,000.00		2,000,000.00	
Annual Bus Replacement Reserve	0000	9780				100,000.00		100,000.00	
Bus Replacement Reserve	0000	9780	50,000.00		50,000.00				
Math Adoption Reserve	0000	9780	2,000,000.00		2,000,000.00				
Adopt271 Reserve Economic Uncertainty	0000	9780	2,101,283.00		2,101,283.00				
1% Salary Increase	0000	9780	250,000.00		250,000.00				
e) Unassigned/unappropriated									
Reserve for Economic Uncertainties		9789	5,235,959.00	0.00	5,235,959.00	5,417,176.00	0.00	5,417,176.00	3.5%
Unassigned/Unappropriated Amount		9790	1,366,216.08	0.00	1,366,216.08	4,965,766.00	0.00	4,965,766.00	263.5%

Resource	Description	2014-15 Estimated Actuals	2015-16 Budget
5640	Medi-Cal Billing Option	804,003.00	754,348.00
7400	Quality Education Investment Act	1,075,000.00	580.00
8150	Ongoing & Major Maintenance Account (RMA: Education Code Sectir	212,786.00	839,485.00
9010	Other Restricted Local	500.00	500.00
Total, Restricted Balance		2,092,289.00	1,594,913.00

Description	Resource Codes	Object Codes	2014-15 Estimated Actuals	2015-16 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	1,163,158.00	1,185,667.00	1.9%
4) Other Local Revenue		8600-8799	320.00	400.00	25.0%
5) TOTAL REVENUES			1,163,478.00	1,186,067.00	1.9%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	12,966.00	12,506.00	-3.5%
2) Classified Salaries		2000-2999	820,340.00	895,200.00	9.1%
3) Employee Benefits		3000-3999	176,652.00	214,351.00	21.3%
4) Books and Supplies		4000-4999	97,693.00	7,731.00	-92.1%
5) Services and Other Operating Expenditures		5000-5999	29,172.00	172.00	-99.4%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	48,664.00	55,707.00	14.5%
9) TOTAL EXPENDITURES			1,185,487.00	1,185,667.00	0.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(22,009.00)	400.00	-101.8%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2014-15 Estimated Actuals	2015-16 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(22,009.00)	400.00	-101.8%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	35,050.00	13,041.00	-62.8%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			35,050.00	13,041.00	-62.8%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			35,050.00	13,041.00	-62.8%
2) Ending Balance, June 30 (E + F1e)					
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted					
		9740	13,041.00	13,441.00	3.1%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2014-15 Estimated Actuals	2015-16 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	5,882.92		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL ASSETS			5,882.92		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	1.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL LIABILITIES			1.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			5,881.92		

Description	Resource Codes	Object Codes	2014-15 Estimated Actuals	2015-16 Budget	Percent Difference
<b>FEDERAL REVENUE</b>					
Child Nutrition Programs		8220	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.0%
NCLB: Title I, Part A, Basic Grants Low-Income and Neglected	3010	8290	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER STATE REVENUE</b>					
Child Nutrition Programs		8520	0.00	0.00	0.0%
Child Development Apportionments		8530	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
State Preschool	6105	8590	1,163,158.00	1,185,667.00	1.9%
All Other State Revenue	All Other	8590	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>1,163,158.00</b>	<b>1,185,667.00</b>	<b>1.9%</b>
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.0%
Interest		8660	320.00	400.00	25.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Child Development Parent Fees		8673	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>320.00</b>	<b>400.00</b>	<b>25.0%</b>
<b>TOTAL, REVENUES</b>			<b>1,163,478.00</b>	<b>1,186,067.00</b>	<b>1.9%</b>

Description	Resource Codes	Object Codes	2014-15 Estimated Actuals	2015-16 Budget	Percent Difference
<b>CERTIFICATED SALARIES</b>					
Certificated Teachers' Salaries		1100	0.00	0.00	0.0%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	12,966.00	12,506.00	-3.5%
Other Certificated Salaries		1900	0.00	0.00	0.0%
<b>TOTAL, CERTIFICATED SALARIES</b>			<b>12,966.00</b>	<b>12,506.00</b>	<b>-3.5%</b>
<b>CLASSIFIED SALARIES</b>					
Classified Instructional Salaries		2100	716,844.00	803,436.00	12.1%
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	11,360.00	12,227.00	7.6%
Clerical, Technical and Office Salaries		2400	82,002.00	64,392.00	-21.5%
Other Classified Salaries		2900	10,134.00	15,145.00	49.4%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>820,340.00</b>	<b>895,200.00</b>	<b>9.1%</b>
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	21,485.00	27,029.00	25.8%
PERS		3201-3202	47,346.00	56,589.00	19.5%
OASDI/Medicare/Alternative		3301-3302	54,459.00	53,539.00	-1.7%
Health and Welfare Benefits		3401-3402	13,232.00	34,276.00	159.0%
Unemployment Insurance		3501-3502	441.00	448.00	1.6%
Workers' Compensation		3601-3602	29,552.00	29,795.00	0.8%
OPEB, Allocated		3701-3702	7,067.00	9,121.00	29.1%
OPEB, Active Employees		3751-3752	3,070.00	3,554.00	15.8%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>176,652.00</b>	<b>214,351.00</b>	<b>21.3%</b>
<b>BOOKS AND SUPPLIES</b>					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	97,693.00	7,731.00	-92.1%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
Food		4700	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>97,693.00</b>	<b>7,731.00</b>	<b>-92.1%</b>



Description	Resource Codes	Object Codes	2014-15 Estimated Actuals	2015-16 Budget	Percent Difference
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	10,172.00	172.00	-98.3%
Dues and Memberships		5300	1,500.00	0.00	-100.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	9,950.00	0.00	-100.0%
Professional/Consulting Services and Operating Expenditures		5800	7,550.00	0.00	-100.0%
Communications		5900	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>29,172.00</b>	<b>172.00</b>	<b>-99.4%</b>
<b>CAPITAL OUTLAY</b>					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>					
Transfers of Indirect Costs - Interfund		7350	48,664.00	55,707.00	14.5%
<b>TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>			<b>48,664.00</b>	<b>55,707.00</b>	<b>14.5%</b>
<b>TOTAL, EXPENDITURES</b>			<b>1,185,487.00</b>	<b>1,185,667.00</b>	<b>0.0%</b>

Description	Resource Codes	Object Codes	2014-15 Estimated Actuals	2015-16 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
From: General Fund		8911	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES</b> (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2014-15 Estimated Actuals	2015-16 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	1,163,158.00	1,185,667.00	1.9%
4) Other Local Revenue		8600-8799	320.00	400.00	25.0%
5) TOTAL REVENUES			1,163,478.00	1,186,067.00	1.9%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		985,416.00	1,005,514.00	2.0%
2) Instruction - Related Services	2000-2999		151,407.00	124,446.00	-17.8%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		48,664.00	55,707.00	14.5%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL EXPENDITURES			1,185,487.00	1,185,667.00	0.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			(22,009.00)	400.00	-101.8%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2014-15 Estimated Actuals	2015-16 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(22,009.00)	400.00	-101.8%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited					
		9791	35,050.00	13,041.00	-62.8%
b) Audit Adjustments					
		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)					
			35,050.00	13,041.00	-62.8%
d) Other Restatements					
		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)					
			35,050.00	13,041.00	-62.8%
2) Ending Balance, June 30 (E + F1e)					
			13,041.00	13,441.00	3.1%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash					
		9711	0.00	0.00	0.0%
Stores					
		9712	0.00	0.00	0.0%
Prepaid Expenditures					
		9713	0.00	0.00	0.0%
All Others					
		9719	0.00	0.00	0.0%
b) Restricted					
		9740	13,041.00	13,441.00	3.1%
c) Committed					
Stabilization Arrangements					
		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)					
		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)					
		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties					
		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount					
		9790	0.00	0.00	0.0%

<b>Resource</b>	<b>Description</b>	<b>2014-15 Estimated Actuals</b>	<b>2015-16 Budget</b>
6130	Child Development: Center-Based Reserve Account	13,041.00	13,441.00
Total, Restricted Balance		13,041.00	13,441.00

Description	Resource Codes	Object Codes	2014-15 Estimated Actuals	2015-16 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	7,592,517.00	7,789,764.00	2.6%
3) Other State Revenue		8300-8599	542,746.00	553,591.00	2.0%
4) Other Local Revenue		8600-8799	662,100.00	510,400.00	-22.9%
5) TOTAL REVENUES			8,797,363.00	8,853,755.00	0.6%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	3,380,494.00	3,671,402.00	8.6%
3) Employee Benefits		3000-3999	1,107,443.00	1,178,740.00	6.4%
4) Books and Supplies		4000-4999	4,541,384.00	4,854,497.00	6.9%
5) Services and Other Operating Expenditures		5000-5999	179,393.00	174,893.00	-2.5%
6) Capital Outlay		6000-6999	97,982.00	0.00	-100.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	396,465.00	495,216.00	24.9%
9) TOTAL EXPENDITURES			9,703,161.00	10,374,748.00	6.9%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(905,798.00)	(1,520,993.00)	67.9%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	931,798.00	1,520,993.00	63.2%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			931,798.00	1,520,993.00	63.2%

Description	Resource Codes	Object Codes	2014-15 Estimated Actuals	2015-16 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			26,000.00	0.00	-100.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	0.00	26,000.00	New
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			0.00	26,000.00	New
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			0.00	26,000.00	New
2) Ending Balance, June 30 (E + F1e)			26,000.00	26,000.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	206.00	0.00	-100.0%
Stores		9712	9,380.37	0.00	-100.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			16,413.63	26,000.00	58.4%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2014-15 Estimated Actuals	2015-16 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	1,710,276.11		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	206.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	9,380.37		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			1,719,862.48		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	(3,876.81)		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	2,650,000.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			2,646,123.19		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			(926,260.71)		



Description	Resource Codes	Object Codes	2014-15 Estimated Actuals	2015-16 Budget	Percent Difference
<b>FEDERAL REVENUE</b>					
Child Nutrition Programs		8220	7,514,869.00	7,789,764.00	3.7%
All Other Federal Revenue		8290	77,648.00	0.00	-100.0%
<b>TOTAL, FEDERAL REVENUE</b>			<b>7,592,517.00</b>	<b>7,789,764.00</b>	<b>2.6%</b>
<b>OTHER STATE REVENUE</b>					
Child Nutrition Programs		8520	542,746.00	553,591.00	2.0%
All Other State Revenue		8590	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>542,746.00</b>	<b>553,591.00</b>	<b>2.0%</b>
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	655,000.00	504,400.00	-23.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	2,600.00	2,000.00	-23.1%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Interagency Services		8677	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	4,500.00	4,000.00	-11.1%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>662,100.00</b>	<b>510,400.00</b>	<b>-22.9%</b>
<b>TOTAL, REVENUES</b>			<b>8,797,363.00</b>	<b>8,853,755.00</b>	<b>0.6%</b>

Description	Resource Codes	Object Codes	2014-15 Estimated Actuals	2015-16 Budget	Percent Difference
<b>CERTIFICATED SALARIES</b>					
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
<b>TOTAL, CERTIFICATED SALARIES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>CLASSIFIED SALARIES</b>					
Classified Support Salaries		2200	3,051,382.00	3,314,838.00	8.6%
Classified Supervisors' and Administrators' Salaries		2300	198,005.00	215,646.00	8.9%
Clerical, Technical and Office Salaries		2400	131,107.00	140,918.00	7.5%
Other Classified Salaries		2900	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>3,380,494.00</b>	<b>3,671,402.00</b>	<b>8.6%</b>
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	386,280.00	427,556.00	10.7%
OASDI/Medicare/Alternative		3301-3302	246,751.00	272,648.00	10.5%
Health and Welfare Benefits		3401-3402	261,715.00	255,240.00	-2.5%
Unemployment Insurance		3501-3502	1,613.00	1,781.00	10.4%
Workers' Compensation		3601-3602	110,175.00	121,272.00	10.1%
OPEB, Allocated		3701-3702	84,835.00	83,341.00	-1.8%
OPEB, Active Employees		3751-3752	16,074.00	16,902.00	5.2%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>1,107,443.00</b>	<b>1,178,740.00</b>	<b>6.4%</b>
<b>BOOKS AND SUPPLIES</b>					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	113,747.00	79,997.00	-29.7%
Noncapitalized Equipment		4400	21,966.00	78,500.00	257.4%
Food		4700	4,405,671.00	4,696,000.00	6.6%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>4,541,384.00</b>	<b>4,854,497.00</b>	<b>6.9%</b>

Description	Resource Codes	Object Codes	2014-15 Estimated Actuals	2015-16 Budget	Percent Difference
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	4,800.00	3,300.00	-31.3%
Dues and Memberships		5300	2,000.00	2,000.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	53,000.00	53,000.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	75,650.00	75,650.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	13,443.00	10,443.00	-22.3%
Professional/Consulting Services and Operating Expenditures		5800	30,000.00	30,000.00	0.0%
Communications		5900	500.00	500.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>179,393.00</b>	<b>174,893.00</b>	<b>-2.5%</b>
<b>CAPITAL OUTLAY</b>					
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	97,982.00	0.00	-100.0%
Equipment Replacement		6500	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>97,982.00</b>	<b>0.00</b>	<b>-100.0%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>					
Transfers of Indirect Costs - Interfund		7350	396,465.00	495,216.00	24.9%
<b>TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>			<b>396,465.00</b>	<b>495,216.00</b>	<b>24.9%</b>
<b>TOTAL EXPENDITURES</b>			<b>9,703,161.00</b>	<b>10,374,748.00</b>	<b>6.9%</b>

Description	Resource Codes	Object Codes	2014-15 Estimated Actuals	2015-16 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
From: General Fund		8916	931,798.00	1,520,993.00	63.2%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			931,798.00	1,520,993.00	63.2%
<b>INTERFUND TRANSFERS OUT</b>					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)</b>			931,798.00	1,520,993.00	63.2%

Description	Function Codes	Object Codes	2014-15 Estimated Actuals	2015-16 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	7,592,517.00	7,789,764.00	2.6%
3) Other State Revenue		8300-8599	542,746.00	553,591.00	2.0%
4) Other Local Revenue		8600-8799	662,100.00	510,400.00	-22.9%
5) TOTAL REVENUES			8,797,363.00	8,853,755.00	0.6%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		9,253,696.00	9,826,532.00	6.2%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		396,465.00	495,216.00	24.9%
8) Plant Services	8000-8999		53,000.00	53,000.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL EXPENDITURES			9,703,161.00	10,374,748.00	6.9%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>					
			(905,798.00)	(1,520,993.00)	67.9%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	931,798.00	1,520,993.00	63.2%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			931,798.00	1,520,993.00	63.2%

Description	Function Codes	Object Codes	2014-15 Estimated Actuals	2015-16 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			26,000.00	0.00	-100.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited					
		9791	0.00	26,000.00	New
b) Audit Adjustments					
		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)					
			0.00	26,000.00	New
d) Other Restatements					
		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)					
			0.00	26,000.00	New
2) Ending Balance, June 30 (E + F1e)			26,000.00	26,000.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash					
		9711	206.00	0.00	-100.0%
Stores					
		9712	9,380.37	0.00	-100.0%
Prepaid Expenditures					
		9713	0.00	0.00	0.0%
All Others					
		9719	0.00	0.00	0.0%
b) Restricted					
		9740	16,413.63	26,000.00	58.4%
c) Committed					
Stabilization Arrangements					
		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)					
		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)					
		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties					
		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount					
		9790	0.00	0.00	0.0%

<b>Resource</b>	<b>Description</b>	<b>2014-15 Estimated Actuals</b>	<b>2015-16 Budget</b>
5310	Child Nutrition: School Programs (e.g., School Lunch, School	16,413.63	26,000.00
<b>Total, Restricted Balance</b>		<b>16,413.63</b>	<b>26,000.00</b>

Description	Resource Codes	Object Codes	2014-15 Estimated Actuals	2015-16 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	0.0%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>					
			0.00	0.00	0.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	102.00	0.00	-100.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(102.00)	0.00	-100.0%



Description	Resource Codes	Object Codes	2014-15 Estimated Actuals	2015-16 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(102.00)	0.00	-100.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited					
		9791	102.00	0.00	-100.0%
b) Audit Adjustments					
		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)					
			102.00	0.00	-100.0%
d) Other Restatements					
		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)					
			102.00	0.00	-100.0%
2) Ending Balance, June 30 (E + F1e)					
			0.00	0.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash					
		9711	0.00	0.00	0.0%
Stores					
		9712	0.00	0.00	0.0%
Prepaid Expenditures					
		9713	0.00	0.00	0.0%
All Others					
		9719	0.00	0.00	0.0%
b) Restricted					
		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements					
		9750	0.00	0.00	0.0%
Other Commitments					
		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments					
		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties					
		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount					
		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2014-15 Estimated Actuals	2015-16 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL ASSETS			0.00		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL LIABILITIES			0.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2014-15 Estimated Actuals	2015-16 Budget	Percent Difference
<b>LCFF SOURCES</b>					
LCFF Transfers					
LCFF Transfers - Current Year		8091	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.0%
<b>TOTAL, LCFF SOURCES</b>			0.00	0.00	0.0%
<b>OTHER STATE REVENUE</b>					
All Other State Revenue		8590	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			0.00	0.00	0.0%
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			0.00	0.00	0.0%
<b>TOTAL, REVENUES</b>			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2014-15 Estimated Actuals	2015-16 Budget	Percent Difference
<b>CLASSIFIED SALARIES</b>					
Classified Support Salaries		2200	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>BOOKS AND SUPPLIES</b>					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>

Description	Resource Codes	Object Codes	2014-15 Estimated Actuals	2015-16 Budget	Percent Difference
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>CAPITAL OUTLAY</b>					
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, EXPENDITURES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>

Description	Resource Codes	Object Codes	2014-15 Estimated Actuals	2015-16 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
Other Authorized Interfund Transfers Out		7619	102.00	0.00	-100.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			102.00	0.00	-100.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES</b> (a - b + c - d + e)			(102.00)	0.00	-100.0%

Description	Function Codes	Object Codes	2014-15 Estimated Actuals	2015-16 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.0%
5) TOTAL REVENUES			0.00	0.00	0.0%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL EXPENDITURES			0.00	0.00	0.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>					
			0.00	0.00	0.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	102.00	0.00	-100.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			(102.00)	0.00	-100.0%

Description	Function Codes	Object Codes	2014-15 Estimated Actuals	2015-16 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(102.00)	0.00	-100.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited					
		9791	102.00	0.00	-100.0%
b) Audit Adjustments					
		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)					
			102.00	0.00	-100.0%
d) Other Restatements					
		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)					
			102.00	0.00	-100.0%
2) Ending Balance, June 30 (E + F1e)					
			0.00	0.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash					
		9711	0.00	0.00	0.0%
Stores					
		9712	0.00	0.00	0.0%
Prepaid Expenditures					
		9713	0.00	0.00	0.0%
All Others					
		9719	0.00	0.00	0.0%
b) Restricted					
		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements					
		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)					
		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)					
		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties					
		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount					
		9790	0.00	0.00	0.0%



<b>Resource</b>	<b>Description</b>	<b>2014-15 Estimated Actuals</b>	<b>2015-16 Budget</b>
	Total, Restricted Balance	0.00	0.00

Description	Resource Codes	Object Codes	2014-15 Estimated Actuals	2015-16 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	0.0%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			0.00	0.00	0.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	105,080.00	105,000.00	-0.1%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			105,080.00	105,000.00	-0.1%

Description	Resource Codes	Object Codes	2014-15 Estimated Actuals	2015-16 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			105,080.00	105,000.00	-0.1%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	0.00	105,080.00	New
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			0.00	105,080.00	New
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			0.00	105,080.00	New
2) Ending Balance, June 30 (E + F1e)			105,080.00	210,080.00	99.9%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted					
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	105,080.00	210,080.00	99.9%
IPAD Insurance	0000	9780		210,080.00	
IPAD Insurance	0000	9780	105,080.00		
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2014-15 Estimated Actuals	2015-16 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL ASSETS			0.00		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL LIABILITIES			0.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2014-15 Estimated Actuals	2015-16 Budget	Percent Difference
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, REVENUES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>

Description	Resource Codes	Object Codes	2014-15 Estimated Actuals	2015-16 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
From: General Fund/CSSF		8912	105,080.00	105,000.00	-0.1%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			105,080.00	105,000.00	-0.1%
<b>INTERFUND TRANSFERS OUT</b>					
To: General Fund/CSSF		7612	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)</b>			105,080.00	105,000.00	-0.1%

Description	Function Codes	Object Codes	2014-15 Estimated Actuals	2015-16 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	0.0%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	0.00	0.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>					
			0.00	0.00	0.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	105,080.00	105,000.00	-0.1%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			105,080.00	105,000.00	-0.1%

Description	Function Codes	Object Codes	2014-15 Estimated Actuals	2015-16 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			105,080.00	105,000.00	-0.1%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited			0.00	105,080.00	New
b) Audit Adjustments			0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			0.00	105,080.00	New
d) Other Restatements			0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			0.00	105,080.00	New
2) Ending Balance, June 30 (E + F1e)			105,080.00	210,080.00	99.9%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash			0.00	0.00	0.0%
Stores			0.00	0.00	0.0%
Prepaid Expenditures			0.00	0.00	0.0%
All Others			0.00	0.00	0.0%
b) Restricted			0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements			0.00	0.00	0.0%
Other Commitments (by Resource/Object)			0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)			105,080.00	210,080.00	99.9%
IPAD Insurance				210,080.00	
IPAD Insurance			105,080.00		
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties			0.00	0.00	0.0%
Unassigned/Unappropriated Amount			0.00	0.00	0.0%



<b>Resource</b>	<b>Description</b>	<b>2014-15 Estimated Actuals</b>	<b>2015-16 Budget</b>
Total, Restricted Balance		0.00	0.00

Description	Resource Codes	Object Codes	2014-15 Estimated Actuals	2015-16 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	100,000.00	62,500.00	-37.5%
5) TOTAL, REVENUES			100,000.00	62,500.00	-37.5%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	(2,907,715.00)	0.00	-100.0%
5) Services and Other Operating Expenditures		5000-5999	1,090,000.00	1,755,836.00	61.1%
6) Capital Outlay		6000-6999	27,045,270.00	30,323,498.00	12.1%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			25,227,555.00	32,079,334.00	27.2%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(25,127,555.00)	(32,016,834.00)	27.4%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	15,578,000.00	9,416,834.00	-39.6%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			15,578,000.00	9,416,834.00	-39.6%

Description	Resource Codes	Object Codes	2014-15 Estimated Actuals	2015-16 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(9,549,555.00)	(22,600,000.00)	136.7%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited					
		9791	32,338,599.00	22,789,044.00	-29.5%
b) Audit Adjustments					
		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)					
			32,338,599.00	22,789,044.00	-29.5%
d) Other Restatements					
		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)					
			32,338,599.00	22,789,044.00	-29.5%
2) Ending Balance, June 30 (E + F1e)					
			22,789,044.00	189,044.00	-99.2%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash					
		9711	0.00	0.00	0.0%
Stores					
		9712	0.00	0.00	0.0%
Prepaid Expenditures					
		9713	0.00	0.00	0.0%
All Others					
		9719	0.00	0.00	0.0%
b) Restricted					
		9740	22,789,044.00	189,044.00	-99.2%
c) Committed					
Stabilization Arrangements					
		9750	0.00	0.00	0.0%
Other Commitments					
		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments					
		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties					
		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount					
		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2014-15 Estimated Actuals	2015-16 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	30,975,175.32		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			30,975,175.32		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	1,651.92		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			1,651.92		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			30,973,523.40		

Description	Resource Codes	Object Codes	2014-15 Estimated Actuals	2015-16 Budget	Percent Difference
<b>FEDERAL REVENUE</b>					
FEMA		8281	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER STATE REVENUE</b>					
Tax Relief Subventions Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue County and District Taxes					
Other Restricted Levies Secured Roll		8615	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes		8621	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Sales Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	100,000.00	62,500.00	-37.5%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>100,000.00</b>	<b>62,500.00</b>	<b>-37.5%</b>
<b>TOTAL REVENUES</b>			<b>100,000.00</b>	<b>62,500.00</b>	<b>-37.5%</b>

Description	Resource Codes	Object Codes	2014-15 Estimated Actuals	2015-16 Budget	Percent Difference
<b>CLASSIFIED SALARIES</b>					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			0.00	0.00	0.0%
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			0.00	0.00	0.0%
<b>BOOKS AND SUPPLIES</b>					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	(3,042,744.00)	0.00	-100.0%
Noncapitalized Equipment		4400	135,029.00	0.00	-100.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			(2,907,715.00)	0.00	-100.0%
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2014-15 Estimated Actuals	2015-16 Budget	Percent Difference
Professional/Consulting Services and Operating Expenditures		5800	1,090,000.00	1,755,836.00	61.1%
Communications		5900	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			1,090,000.00	1,755,836.00	61.1%
<b>CAPITAL OUTLAY</b>					
Land		6100	369,583.00	1,877,368.00	408.0%
Land Improvements		6170	0.00	49,875.00	New
Buildings and Improvements of Buildings		6200	26,585,807.00	27,710,298.00	4.2%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	89,880.00	685,957.00	663.2%
Equipment Replacement		6500	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			27,045,270.00	30,323,498.00	12.1%
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			0.00	0.00	0.0%
<b>TOTAL, EXPENDITURES</b>			25,227,555.00	32,079,334.00	27.2%

Description	Resource Codes	Object Codes	2014-15 Estimated Actuals	2015-16 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			0.00	0.00	0.0%



Description	Resource Codes	Object Codes	2014-15 Estimated Actuals	2015-16 Budget	Percent Difference
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Proceeds					
Proceeds from Sale of Bonds		8951	15,578,000.00	9,416,834.00	-39.6%
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.0%
Other Sources					
County School Bldg Aid		8961	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			15,578,000.00	9,416,834.00	-39.6%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			15,578,000.00	9,416,834.00	-39.6%

Description	Function Codes	Object Codes	2014-15 Estimated Actuals	2015-16 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	100,000.00	62,500.00	-37.5%
5) TOTAL REVENUES			100,000.00	62,500.00	-37.5%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		25,227,555.00	32,079,334.00	27.2%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL EXPENDITURES			25,227,555.00	32,079,334.00	27.2%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			(25,127,555.00)	(32,016,834.00)	27.4%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	15,578,000.00	9,416,834.00	-39.6%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			15,578,000.00	9,416,834.00	-39.6%

Description	Function Codes	Object Codes	2014-15 Estimated Actuals	2015-16 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(9,549,555.00)	(22,600,000.00)	136.7%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited					
		9791	32,338,599.00	22,789,044.00	-29.5%
b) Audit Adjustments					
		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)					
			32,338,599.00	22,789,044.00	-29.5%
d) Other Restatements					
		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)					
			32,338,599.00	22,789,044.00	-29.5%
2) Ending Balance, June 30 (E + F1e)					
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash					
		9711	0.00	0.00	0.0%
Stores					
		9712	0.00	0.00	0.0%
Prepaid Expenditures					
		9713	0.00	0.00	0.0%
All Others					
		9719	0.00	0.00	0.0%
b) Restricted					
		9740	22,789,044.00	189,044.00	-99.2%
c) Committed					
Stabilization Arrangements					
		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)					
		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)					
		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties					
		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount					
		9790	0.00	0.00	0.0%

<b>Resource</b>	<b>Description</b>	<b>2014-15 Estimated Actuals</b>	<b>2015-16 Budget</b>
9010	Other Restricted Local	22,789,044.00	189,044.00
Total, Restricted Balance		22,789,044.00	189,044.00

Description	Resource Codes	Object Codes	2014-15 Estimated Actuals	2015-16 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	322,101.00	8,000.00	-97.5%
5) TOTAL, REVENUES			322,101.00	8,000.00	-97.5%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	2,592,430.00	0.00	-100.0%
5) Services and Other Operating Expenditures		5000-5999	185,500.00	382,000.00	105.9%
6) Capital Outlay		6000-6999	10,085.00	0.00	-100.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	472,289.00	468,168.00	-0.9%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			3,260,304.00	850,168.00	-73.9%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(2,938,203.00)	(842,168.00)	-71.3%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2014-15 Estimated Actuals	2015-16 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(2,938,203.00)	(842,168.00)	-71.3%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	7,984,341.00	5,046,138.00	-36.8%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			7,984,341.00	5,046,138.00	-36.8%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			7,984,341.00	5,046,138.00	-36.8%
2) Ending Balance, June 30 (E + F1e)					
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	5,046,138.00	4,203,970.00	-16.7%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2014-15 Estimated Actuals	2015-16 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	6,130,174.31		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			6,130,174.31		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	2,905.30		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			2,905.30		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			6,127,269.01		

Description	Resource Codes	Object Codes	2014-15 Estimated Actuals	2015-16 Budget	Percent Difference
<b>OTHER STATE REVENUE</b>					
Tax Relief Subventions Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			0.00	0.00	0.0%
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue County and District Taxes					
Other Restricted Levies Secured Roll					
		8615	0.00	0.00	0.0%
Unsecured Roll					
		8616	0.00	0.00	0.0%
Prior Years' Taxes					
		8617	0.00	0.00	0.0%
Supplemental Taxes					
		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes					
		8621	0.00	0.00	0.0%
Other					
		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction					
		8625	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes					
		8629	0.00	0.00	0.0%
Sales Sale of Equipment/Supplies					
		8631	0.00	0.00	0.0%
Interest					
		8660	14,000.00	8,000.00	-42.9%
Net Increase (Decrease) in the Fair Value of Investments					
		8662	0.00	0.00	0.0%
Fees and Contracts					
Mitigation/Developer Fees					
		8681	300,000.00	0.00	-100.0%
Other Local Revenue					
All Other Local Revenue					
		8699	8,101.00	0.00	-100.0%
All Other Transfers In from All Others					
		8799	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			322,101.00	8,000.00	-97.5%
<b>TOTAL, REVENUES</b>			322,101.00	8,000.00	-97.5%



Description	Resource Codes	Object Codes	2014-15 Estimated Actuals	2015-16 Budget	Percent Difference
<b>CERTIFICATED SALARIES</b>					
Other Certificated Salaries		1900	0.00	0.00	0.0%
<b>TOTAL, CERTIFICATED SALARIES</b>			0.00	0.00	0.0%
<b>CLASSIFIED SALARIES</b>					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			0.00	0.00	0.0%
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			0.00	0.00	0.0%
<b>BOOKS AND SUPPLIES</b>					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	2,592,430.00	0.00	-100.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			2,592,430.00	0.00	-100.0%

Description	Resource Codes	Object Codes	2014-15 Estimated Actuals	2015-16 Budget	Percent Difference
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	167,000.00	132,000.00	-21.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	18,500.00	250,000.00	1251.4%
Communications		5900	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>185,500.00</b>	<b>382,000.00</b>	<b>105.9%</b>
<b>CAPITAL OUTLAY</b>					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	10,085.00	0.00	-100.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>10,085.00</b>	<b>0.00</b>	<b>-100.0%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	213,389.00	199,868.00	-6.3%
Other Debt Service - Principal		7439	258,900.00	268,300.00	3.6%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>472,289.00</b>	<b>468,168.00</b>	<b>-0.9%</b>
<b>TOTAL, EXPENDITURES</b>			<b>3,260,304.00</b>	<b>850,168.00</b>	<b>-73.9%</b>

Description	Resource Codes	Object Codes	2014-15 Estimated Actuals	2015-16 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Proceeds					
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES</b> (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2014-15 Estimated Actuals	2015-16 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	322,101.00	8,000.00	-97.5%
5) TOTAL REVENUES			322,101.00	8,000.00	-97.5%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		2,788,015.00	382,000.00	-86.3%
9) Other Outgo	9000-9999	Except 7600-7699	472,289.00	468,168.00	-0.9%
10) TOTAL EXPENDITURES			3,260,304.00	850,168.00	-73.9%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			(2,938,203.00)	(842,168.00)	-71.3%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2014-15 Estimated Actuals	2015-16 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(2,938,203.00)	(842,168.00)	-71.3%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	7,984,341.00	5,046,138.00	-36.8%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			7,984,341.00	5,046,138.00	-36.8%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			7,984,341.00	5,046,138.00	-36.8%
2) Ending Balance, June 30 (E + F1e)			5,046,138.00	4,203,970.00	-16.7%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			5,046,138.00	4,203,970.00	-16.7%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

<b>Resource</b>	<b>Description</b>	<b>2014-15 Estimated Actuals</b>	<b>2015-16 Budget</b>
9010	Other Restricted Local	5,046,138.00	4,203,970.00
Total, Restricted Balance		5,046,138.00	4,203,970.00

Description	Resource Codes	Object Codes	2014-15 Estimated Actuals	2015-16 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	60,000.00	24,000.00	-60.0%
5) TOTAL, REVENUES			60,000.00	24,000.00	-60.0%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			60,000.00	24,000.00	-60.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2014-15 Estimated Actuals	2015-16 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			60,000.00	24,000.00	-60.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	9,117,886.00	9,177,886.00	0.7%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			9,117,886.00	9,177,886.00	0.7%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			9,117,886.00	9,177,886.00	0.7%
2) Ending Balance, June 30 (E + F1e)					
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	9,177,886.00	9,201,886.00	0.3%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%



Description	Resource Codes	Object Codes	2014-15 Estimated Actuals	2015-16 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	9,134,810.33		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			9,134,810.33		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			9,134,810.33		

Description	Resource Codes	Object Codes	2014-15 Estimated Actuals	2015-16 Budget	Percent Difference
<b>FEDERAL REVENUE</b>					
All Other Federal Revenue		8290	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			0.00	0.00	0.0%
<b>OTHER STATE REVENUE</b>					
School Facilities Apportionments		8545	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			0.00	0.00	0.0%
<b>OTHER LOCAL REVENUE</b>					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	60,000.00	24,000.00	-60.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			60,000.00	24,000.00	-60.0%
<b>TOTAL, REVENUES</b>			60,000.00	24,000.00	-60.0%

Description	Resource Codes	Object Codes	2014-15 Estimated Actuals	2015-16 Budget	Percent Difference
<b>CLASSIFIED SALARIES</b>					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>BOOKS AND SUPPLIES</b>					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>

Description	Resource Codes	Object Codes	2014-15 Estimated Actuals	2015-16 Budget	Percent Difference
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			0.00	0.00	0.0%
<b>CAPITAL OUTLAY</b>					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			0.00	0.00	0.0%
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Other Transfers Out					
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			0.00	0.00	0.0%
<b>TOTAL EXPENDITURES</b>			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2014-15 Estimated Actuals	2015-16 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
To: State School Building Fund/ County School Facilities Fund From: All Other Funds		8913	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>INTERFUND TRANSFERS OUT</b>					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>

Description	Resource Codes	Object Codes	2014-15 Estimated Actuals	2015-16 Budget	Percent Difference
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Proceeds					
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES</b> (a - b + c - d + e)					
			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2014-15 Estimated Actuals	2015-16 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	60,000.00	24,000.00	-60.0%
5) TOTAL, REVENUES			60,000.00	24,000.00	-60.0%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	0.00	0.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			60,000.00	24,000.00	-60.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2014-15 Estimated Actuals	2015-16 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			60,000.00	24,000.00	-60.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited					
		9791	9,117,886.00	9,177,886.00	0.7%
b) Audit Adjustments					
		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)					
			9,117,886.00	9,177,886.00	0.7%
d) Other Restatements					
		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)					
			9,117,886.00	9,177,886.00	0.7%
2) Ending Balance, June 30 (E + F1e)					
			9,177,886.00	9,201,886.00	0.3%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash					
		9711	0.00	0.00	0.0%
Stores					
		9712	0.00	0.00	0.0%
Prepaid Expenditures					
		9713	0.00	0.00	0.0%
All Others					
		9719	0.00	0.00	0.0%
b) Restricted					
		9740	9,177,886.00	9,201,886.00	0.3%
c) Committed					
Stabilization Arrangements					
		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)					
		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)					
		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties					
		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount					
		9790	0.00	0.00	0.0%



<b>Resource</b>	<b>Description</b>	<b>2014-15 Estimated Actuals</b>	<b>2015-16 Budget</b>
7710	State School Facilities Projects	9,177,886.00	9,201,886.00
Total, Restricted Balance		9,177,886.00	9,201,886.00

Description	Resource Codes	Object Codes	2014-15 Estimated Actuals	2015-16 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	101,079.00	103,831.00	2.7%
4) Other Local Revenue		8600-8799	11,152,185.00	11,444,105.00	2.6%
5) TOTAL, REVENUES			11,253,264.00	11,547,936.00	2.6%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	11,637,575.00	12,159,532.00	4.5%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			11,637,575.00	12,159,532.00	4.5%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(384,311.00)	(611,596.00)	59.1%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2014-15 Estimated Actuals	2015-16 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(384,311.00)	(611,596.00)	59.1%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	10,542,142.00	10,157,831.00	-3.6%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			10,542,142.00	10,157,831.00	-3.6%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			10,542,142.00	10,157,831.00	-3.6%
2) Ending Balance, June 30 (E + F1e)					
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	10,157,831.00	9,546,235.00	-6.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2014-15 Estimated Actuals	2015-16 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	11,619,264.01		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			11,619,264.01		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			11,619,264.01		

Description	Resource Codes	Object Codes	2014-15 Estimated Actuals	2015-16 Budget	Percent Difference
<b>FEDERAL REVENUE</b>					
All Other Federal Revenue		8290	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			0.00	0.00	0.0%
<b>OTHER STATE REVENUE</b>					
Tax Relief Subventions Voted Indebtedness Levies					
Homeowners' Exemptions		8571	101,079.00	103,831.00	2.7%
Other Subventions/In-Lieu Taxes		8572	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			101,079.00	103,831.00	2.7%
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue County and District Taxes Voted Indebtedness Levies Secured Roll		8611	10,545,926.00	10,818,215.00	2.6%
Unsecured Roll		8612	583,259.00	605,890.00	3.9%
Prior Years' Taxes		8613	0.00	0.00	0.0%
Supplemental Taxes		8614	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Interest		8660	23,000.00	20,000.00	-13.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			11,152,185.00	11,444,105.00	2.6%
<b>TOTAL REVENUES</b>			11,253,264.00	11,547,936.00	2.6%

Description	Resource Codes	Object Codes	2014-15 Estimated Actuals	2015-16 Budget	Percent Difference
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Debt Service					
Bond Redemptions		7433	5,739,019.00	4,650,362.00	-19.0%
Bond Interest and Other Service Charges		7434	5,898,556.00	7,509,170.00	27.3%
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>11,637,575.00</b>	<b>12,159,532.00</b>	<b>4.5%</b>
<b>TOTAL EXPENDITURES</b>			<b>11,637,575.00</b>	<b>12,159,532.00</b>	<b>4.5%</b>

Description	Resource Codes	Object Codes	2014-15 Estimated Actuals	2015-16 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
To: General Fund		7614	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES</b> (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2014-15 Estimated Actuals	2015-16 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	101,079.00	103,831.00	2.7%
4) Other Local Revenue		8600-8799	11,152,185.00	11,444,105.00	2.6%
5) TOTAL, REVENUES			11,253,264.00	11,547,936.00	2.6%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	11,637,575.00	12,159,532.00	4.5%
10) TOTAL, EXPENDITURES			11,637,575.00	12,159,532.00	4.5%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			(384,311.00)	(611,596.00)	59.1%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%



Description	Function Codes	Object Codes	2014-15 Estimated Actuals	2015-16 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(384,311.00)	(611,596.00)	59.1%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	10,542,142.00	10,157,831.00	-3.6%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			10,542,142.00	10,157,831.00	-3.6%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			10,542,142.00	10,157,831.00	-3.6%
2) Ending Balance, June 30 (E + F1e)			10,157,831.00	9,546,235.00	-6.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			10,157,831.00	9,546,235.00	-6.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

<b>Resource</b>	<b>Description</b>	<b>2014-15 Estimated Actuals</b>	<b>2015-16 Budget</b>
9010	Other Restricted Local	10,157,831.00	9,546,235.00
Total, Restricted Balance		10,157,831.00	9,546,235.00

Description	Resource Codes	Object Codes	2014-15 Estimated Actuals	2015-16 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	7,430,914.00	3,723,457.00	-49.9%
5) TOTAL REVENUES			7,430,914.00	3,723,457.00	-49.9%
<b>B. EXPENSES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenses		5000-5999	5,261,861.00	6,804,074.00	29.3%
6) Depreciation		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL EXPENSES			5,261,861.00	6,804,074.00	29.3%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			2,169,053.00	(3,080,617.00)	-242.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2014-15 Estimated Actuals	2015-16 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)</b>			2,169,053.00	(3,080,617.00)	-242.0%
<b>F. NET POSITION</b>					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	7,335,238.00	9,504,291.00	29.6%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			7,335,238.00	9,504,291.00	29.6%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			7,335,238.00	9,504,291.00	29.6%
2) Ending Net Position, June 30 (E + F1e)			9,504,291.00	6,423,674.00	-32.4%
Components of Ending Net Position					
a) Net Investment in Capital Assets		9796	9,504,291.00	6,423,674.00	-32.4%
b) Restricted Net Position		9797	0.00	0.00	0.0%
c) Unrestricted Net Position		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2014-15 Estimated Actuals	2015-16 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	3,928,363.04		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Fixed Assets		9400			
10) TOTAL, ASSETS			3,928,363.04		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		

Description	Resource Codes	Object Codes	2014-15 Estimated Actuals	2015-16 Budget	Percent Difference
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) Long-Term Liabilities					
a) Net Pension Liability		9663	0.00		
b) Net OPEB Obligation		9664	0.00		
c) Compensated Absences		9665	0.00		
d) COPs Payable		9666	0.00		
e) Capital Leases Payable		9667	0.00		
f) Lease Revenue Bonds Payable		9668	0.00		
g) Other General Long-Term Liabilities		9669	0.00		
7) TOTAL, LIABILITIES			0.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. NET POSITION</b>					
Net Position, June 30 (G10 + H2) - (I7 + J2)			3,928,363.04		

Description	Resource Codes	Object Codes	2014-15 Estimated Actuals	2015-16 Budget	Percent Difference
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
Interest		8660	14,000.00	15,000.00	7.1%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
In-District Premiums/ Contributions		8674	6,550,000.00	3,275,000.00	-50.0%
Other Local Revenue					
All Other Local Revenue		8699	866,914.00	433,457.00	-50.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>7,430,914.00</b>	<b>3,723,457.00</b>	<b>-49.9%</b>
<b>TOTAL, REVENUES</b>			<b>7,430,914.00</b>	<b>3,723,457.00</b>	<b>-49.9%</b>
<b>SERVICES AND OTHER OPERATING EXPENSES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	5,261,861.00	6,804,074.00	29.3%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENSES</b>			<b>5,261,861.00</b>	<b>6,804,074.00</b>	<b>29.3%</b>
<b>TOTAL, EXPENSES</b>			<b>5,261,861.00</b>	<b>6,804,074.00</b>	<b>29.3%</b>

Description	Resource Codes	Object Codes	2014-15 Estimated Actuals	2015-16 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs					
		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues					
		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues					
		8990	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES</b> (a + c - d + e)			0.00	0.00	0.0%



Description	Function Codes	Object Codes	2014-15 Estimated Actuals	2015-16 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	7,430,914.00	3,723,457.00	-49.9%
5) TOTAL REVENUES			7,430,914.00	3,723,457.00	-49.9%
<b>B. EXPENSES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		5,261,861.00	6,804,074.00	29.3%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL EXPENSES			5,261,861.00	6,804,074.00	29.3%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			2,169,053.00	(3,080,617.00)	-242.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2014-15 Estimated Actuals	2015-16 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)</b>			2,169,053.00	(3,080,617.00)	-242.0%
<b>F. NET POSITION</b>					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	7,335,238.00	9,504,291.00	29.6%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			7,335,238.00	9,504,291.00	29.6%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			7,335,238.00	9,504,291.00	29.6%
2) Ending Net Position, June 30 (E + F1e)			9,504,291.00	6,423,674.00	-32.4%
Components of Ending Net Position					
a) Net Investment in Capital Assets		9796	9,504,291.00	6,423,674.00	-32.4%
b) Restricted Net Position		9797	0.00	0.00	0.0%
c) Unrestricted Net Position		9790	0.00	0.00	0.0%

<b>Resource</b>	<b>Description</b>	<b>2014-15 Estimated Actuals</b>	<b>2015-16 Budget</b>
	Total, Restricted Net Position	0.00	0.00

Provide methodology and assumptions used to estimate ADA, enrollment, revenues, expenditures, reserves and fund balance, and multiyear commitments (including cost-of-living adjustments).

Deviations from the standards must be explained and may affect the approval of the budget.

**CRITERIA AND STANDARDS**

**1. CRITERION: Average Daily Attendance**

STANDARD: Funded average daily attendance (ADA) has not been overestimated in 1) the first prior fiscal year OR in 2) two or more of the previous three fiscal years by more than the following percentage levels:

Percentage Level	District ADA
3.0%	0 to 300
2.0%	301 to 1,000
1.0%	1,001 and over

District ADA (Form A, Estimated P-2 ADA column, lines A6 and C9):

District's ADA Standard Percentage Level:

**1A. Calculating the District's ADA Variances**

DATA ENTRY: For the Second and Third Prior Years, enter data in the Revenue Limit Funded ADA, Original Budget column. For the First Prior Year, enter the data in the Estimated Funded ADA, Original Budget column. All other data are extracted.

Fiscal Year	Revenue Limit (Funded) ADA/Original Budget (Form RL, Line 5c) (Form A, Lines A6 and C4) (Form A, Lines A6 and C9)	Estimated/Unaudited Actuals (Form RL, Line 5c) (Form A, Lines A6 and C4) (Form A, Lines A6 and C9)	ADA Variance Level (If Budget is greater than Actuals, else N/A)	Status
Third Prior Year (2012-13)	15,884.40	15,908.73	N/A	Met
Second Prior Year (2013-14)	16,255.00	16,392.14	N/A	Met
First Prior Year (2014-15)	16,514.63	16,464.23	0.3%	Met
Budget Year (2015-16)	16,464.23			

**1B. Comparison of District ADA to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Funded ADA has not been overestimated by more than the standard percentage level for the first prior year.

Explanation:  
(required if NOT met)

1b. STANDARD MET - Funded ADA has not been overestimated by more than the standard percentage level for two or more of the previous three years.

Explanation:  
(required if NOT met)

**2. CRITERION: Enrollment**

**STANDARD:** Projected enrollment has not been overestimated in 1) the first prior fiscal year OR in 2) two or more of the previous three fiscal years by more than the following percentage levels:

Percentage Level	District ADA		
3.0%	0	to	300
2.0%	301	to	1,000
1.0%	1,001	and	over

District ADA (Form A, Estimated P-2 ADA column, lines A6 and C9):

District's Enrollment Standard Percentage Level:

**2A. Calculating the District's Enrollment Variances**

DATA ENTRY: Enter data in the Enrollment, Budget, column for all fiscal years and in the Enrollment, CBEDS Actual, column for the First Prior Year; all other data are extracted or calculated.

Fiscal Year	Budget	Enrollment	CBEDS Actual	Enrollment Variance Level (if Budget is greater than Actual, else N/A)	Status
Third Prior Year (2012-13)		16,478	16,533	N/A	Met
Second Prior Year (2013-14)		16,834	16,803	0.2%	Met
First Prior Year (2014-15)		17,080	16,983	0.6%	Met
Budget Year (2015-16)		17,169			

**2B. Comparison of District Enrollment to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Enrollment has not been overestimated by more than the standard percentage level for the first prior year.

Explanation:  
(required if NOT met)

1b. STANDARD MET - Enrollment has not been overestimated by more than the standard percentage level for two or more of the previous three years.

Explanation:  
(required if NOT met)

**3. CRITERION: ADA to Enrollment**

STANDARD: Projected second period (P-2) average daily attendance (ADA) to enrollment ratio for any of the budget year or two subsequent fiscal years has not increased from the historical average ratio from the three prior fiscal years by more than one half of one percent (0.5%).

**3A. Calculating the District's ADA to Enrollment Standard**

DATA ENTRY: All data are extracted or calculated.

Fiscal Year	P-2 ADA Estimated/Unaudited Actuals (Form A, Lines 3, 6, and 26) (Form A, Lines A6 and C4) (Form A, Lines A6 and C9)	Enrollment CBEDS Actual (Criterion 2, Item 2A)	Historical Ratio of ADA to Enrollment
Third Prior Year (2012-13)	15,827	16,533	95.7%
Second Prior Year (2013-14)	16,392	16,803	97.6%
First Prior Year (2014-15)	16,464	16,983	96.9%
		Historical Average Ratio:	96.7%
District's ADA to Enrollment Standard (historical average ratio plus 0.5%):			97.2%

**3B. Calculating the District's Projected Ratio of ADA to Enrollment**

DATA ENTRY: Enter Estimated P-2 ADA data in the first column for the two subsequent years. Enter data in the Enrollment column for the two subsequent years. All other data are extracted or calculated.

Fiscal Year	Estimated P-2 ADA Budget (Form A, Lines A6 and C9)	Enrollment Budget/Projected (Criterion 2, Item 2A)	Ratio of ADA to Enrollment	Status
Budget Year (2015-16)	16,464	17,169	95.9%	Met
1st Subsequent Year (2016-17)	16,464	17,169	95.9%	Met
2nd Subsequent Year (2017-18)	16,464	17,169	95.9%	Met

**3C. Comparison of District ADA to Enrollment Ratio to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Projected P-2 ADA to enrollment ratio has not exceeded the standard for the budget and two subsequent fiscal years.

Explanation:  
(required if NOT met)

**4. CRITERION: LCFF Revenue**

**STANDARD:** Projected local control funding formula (LCFF) revenue for any of the budget year or two subsequent fiscal years has not changed from the prior fiscal year by more than the change in population, plus the district's gap funding or cost-of-living adjustment (COLA)<sup>1</sup> and its economic recovery target payment, plus or minus one percent.

For basic aid districts, projected LCFF revenue has not changed from the prior fiscal year by more than the percent change in property tax revenues plus or minus one percent.

For districts funded by necessary small school formulas, projected LCFF revenue has not changed from the prior fiscal year amount by more than the district's gap funding or COLA<sup>1</sup> and its economic recovery target payment, plus or minus one percent.

<sup>1</sup>Districts that are already at or above their LCFF target funding as described in Education Code Section 42238.03(d) receive no gap funding. These districts have a COLA applied to their LCFF target, but their year-over-year revenue increase might be less than the statutory COLA due to certain local factors and components of the funding formula.

**4A. District's LCFF Revenue Standard**

Indicate which standard applies:

LCFF Revenue

Basic Aid

Necessary Small School

The District must select which LCFF revenue standard applies.

LCFF Revenue Standard selected: LCFF Revenue

**4A1. Calculating the District's LCFF Revenue Standard**

**DATA ENTRY:** Enter LCFF Target amounts for the budget and two subsequent fiscal years.  
Enter data in Step 1a for the two subsequent fiscal years. All other data is extracted or calculated.  
Enter data for Steps 2a through 2d. All other data is calculated.

**Projected LCFF Revenue**

Has the District reached its LCFF target funding level?

If Yes, then COLA amount in Line 2b2 is used in Line 2e Total calculation.  
If No, then Gap Funding in Line 2c is used in Line 2e Total calculation.

	Budget Year (2015-16)	1st Subsequent Year (2016-17)	2nd Subsequent Year (2017-18)
LCFF Target (Reference Only)	168,802,717.00	170,986,135.00	179,805,455.00

	Prior Year (2014-15)	Budget Year (2015-16)	1st Subsequent Year (2016-17)	2nd Subsequent Year (2017-18)
<b>Step 1 - Change in Population</b>				
a. ADA (Funded) (Form A, lines A6 and C4)	16,464.23	16,464.23	16,464.23	16,464.23
b. Prior Year ADA (Funded)		16,464.23	16,464.23	16,464.23
c. Difference (Step 1a minus Step 1b)		0.00	0.00	0.00
d. Percent Change Due to Population (Step 1c divided by Step 1b)		0.00%	0.00%	0.00%

<b>Step 2 - Change in Funding Level</b>				
a. Prior Year LCFF Funding		126,340,462.00	148,879,400.00	151,669,307.00
b1. COLA percentage (if district is at target)	Not Applicable			
b2. COLA amount (proxy for purposes of this criterion)	Not Applicable	0.00	0.00	0.00
c. Gap Funding (if district is not at target)		22,538,995.00	2,789,865.00	4,239,854.00
d. Economic Recovery Target Funding (current year increment)		0.00	0.00	0.00
e. Total (Lines 2b2 or 2c, as applicable, plus Line 2d)		22,538,995.00	2,789,865.00	4,239,854.00
f. Percent Change Due to Funding Level (Step 2e divided by Step 2a)		17.84%	1.87%	2.80%

<b>Step 3 - Total Change in Population and Funding Level (Step 1d plus Step 2f)</b>		17.84%	1.87%	2.80%
<b>LCFF Revenue Standard (Step 3, plus/minus 1%):</b>		<b>16.84% to 18.84%</b>	<b>.87% to 2.87%</b>	<b>1.80% to 3.80%</b>

**4A2. Alternate LCFF Revenue Standard - Basic Aid**

DATA ENTRY: If applicable to your district, input data in the 1st and 2nd Subsequent Year columns for projected local property taxes; all other data are extracted or calculated.

**Basic Aid District Projected LCFF Revenue**

	Prior Year (2014-15)	Budget Year (2015-16)	1st Subsequent Year (2016-17)	2nd Subsequent Year (2017-18)
Projected Local Property Taxes (Form 01, Objects 8021 - 8089)	17,601,407.00	18,830,438.00	18,830,438.00	18,830,438.00
Percent Change from Previous Year		N/A	N/A	N/A
<b>Basic Aid Standard (percent change from previous year, plus/minus 1%):</b>		N/A	N/A	N/A

**4A3. Alternate LCFF Revenue Standard - Necessary Small School**

DATA ENTRY: All data are extracted or calculated.

**Necessary Small School District Projected LCFF Revenue**

	Budget Year (2015-16)	1st Subsequent Year (2016-17)	2nd Subsequent Year (2017-18)
<b>Necessary Small School Standard (Gap Funding or COLA, plus Economic Recovery Target Payment, Step 2f, plus/minus 1%):</b>	N/A	N/A	N/A

**4B. Calculating the District's Projected Change in LCFF Revenue**

DATA ENTRY: Enter data in the 1st and 2nd Subsequent Year columns for LCFF Revenue; all other data are extracted or calculated.

	Prior Year (2014-15)	Budget Year (2015-16)	1st Subsequent Year (2016-17)	2nd Subsequent Year (2017-18)
LCFF Revenue (Fund 01, Objects 8011, 8012, 8020-8089)	125,832,922.00	148,879,400.00	151,669,307.00	155,909,159.00
District's Projected Change in LCFF Revenue:		18.32%	1.87%	2.80%
<b>LCFF Revenue Standard:</b>		<b>16.84% to 18.84%</b>	<b>.87% to 2.87%</b>	<b>1.80% to 3.80%</b>
<b>Status:</b>		Met	Met	Met

**4C. Comparison of District LCFF Revenue to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Projected change in LCFF revenue has met the standard for the budget and two subsequent fiscal years.

Explanation:  
(required if NOT met)



**5. CRITERION: Salaries and Benefits**

STANDARD: Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures for any of the budget year or two subsequent fiscal years has not changed from the historical average ratio from the three prior fiscal years by more than the greater of three percent or the district's required reserves percentage.

It is likely that for many districts the 2014-15 and 2015-16 change from the historical average ratio will exceed the standard because certain revenues that were restricted prior to the LCFF are now unrestricted within the LCFF.

**5A. Calculating the District's Historical Average Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures**

DATA ENTRY: All data are extracted or calculated.

Fiscal Year	Estimated/Unaudited Actuals - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures
	Salaries and Benefits (Form 01, Objects 1000-3999)	Total Expenditures (Form 01, Objects 1000-7499)	
Third Prior Year (2012-13)	75,008,350.18	85,631,661.05	87.6%
Second Prior Year (2013-14)	86,059,953.20	100,027,350.22	86.0%
First Prior Year (2014-15)	99,457,333.00	120,952,215.00	82.2%
Historical Average Ratio:			85.3%

	Budget Year (2015-16)	1st Subsequent Year (2016-17)	2nd Subsequent Year (2017-18)
District's Reserve Standard Percentage (Criterion 10B, Line 4):	3.0%	5.0%	5.0%
District's Salaries and Benefits Standard (historical average ratio, plus/minus the greater of 3% or the district's reserve standard percentage):	82.3% to 88.3%	80.3% to 90.3%	80.3% to 90.3%

**5B. Calculating the District's Projected Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures**

DATA ENTRY: If Form MYP exists, Unrestricted Salaries and Benefits, and Total Unrestricted Expenditures data for the 1st and 2nd Subsequent Years will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

Fiscal Year	Budget - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures	Status
	Salaries and Benefits (Form 01, Objects 1000-3999) (Form MYP, Lines B1-B3)	Total Expenditures (Form 01, Objects 1000-7499) (Form MYP, Lines B1-B8, B10)		
Budget Year (2015-16)	113,737,901.00	135,541,363.00	83.9%	Met
1st Subsequent Year (2016-17)	117,267,639.00	139,654,876.00	84.0%	Met
2nd Subsequent Year (2017-18)	118,602,911.00	141,516,180.00	83.8%	Met

**5C. Comparison of District Salaries and Benefits Ratio to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Ratio of total unrestricted salaries and benefits to total unrestricted expenditures has met the standard for the budget and two subsequent fiscal years.

Explanation:  
(required if NOT met)

**6. CRITERION: Other Revenues and Expenditures**

STANDARD: Projected operating revenues (including federal, other state, and other local) or expenditures (including books and supplies, and services and other operating), for any of the budget year or two subsequent fiscal years, have not changed from the prior fiscal year amount by more than the percentage change in population and the funded cost-of-living adjustment (COLA) plus or minus ten percent.

For each major object category, changes that exceed the percentage change in population and the funded COLA plus or minus five percent must be explained.

**6A. Calculating the District's Other Revenues and Expenditures Standard Percentage Ranges**

DATA ENTRY: All data are extracted or calculated.

	Budget Year (2015-16)	1st Subsequent Year (2016-17)	2nd Subsequent Year (2017-18)
1. District's Change in Population and Funding Level (Criterion 4A1, Step 3):	17.84%	1.87%	2.80%
2. District's Other Revenues and Expenditures Standard Percentage Range (Line 1, plus/minus 10%):	7.84% to 27.84%	-8.13% to 11.87%	-7.20% to 12.80%
3. District's Other Revenues and Expenditures Explanation Percentage Range (Line 1, plus/minus 5%):	12.84% to 22.84%	-3.13% to 6.87%	-2.20% to 7.80%

**6B. Calculating the District's Change by Major Object Category and Comparison to the Explanation Percentage Range (Section 6A, Line 3)**

DATA ENTRY: If Form MYP exists, the 1st and 2nd Subsequent Year data for each revenue and expenditure section will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

Explanations must be entered for each category if the percent change for any year exceeds the district's explanation percentage range.

Object Range / Fiscal Year	Amount	Percent Change Over Previous Year	Change Is Outside Explanation Range
<b>Federal Revenue (Fund 01, Objects 8100-8299) (Form MYP, Line A2)</b>			
First Prior Year (2014-15)	18,113,267.00		
Budget Year (2015-16)	13,685,506.00	-24.44%	Yes
1st Subsequent Year (2016-17)	9,685,506.00	-29.23%	Yes
2nd Subsequent Year (2017-18)	9,685,506.00	0.00%	No

**Explanation:** (required if Yes)  
2014/15 Includes approx. \$4M carry-over dollars from PY. Additionally, District no longer has Migrant Funds. Subsequent years reflect the exhaustion of the MSAP Grant

<b>Other State Revenue (Fund 01, Objects 8300-8599) (Form MYP, Line A3)</b>			
First Prior Year (2014-15)	12,228,944.00		
Budget Year (2015-16)	10,578,603.00	-13.50%	Yes
1st Subsequent Year (2016-17)	10,578,603.00	0.00%	No
2nd Subsequent Year (2017-18)	10,578,603.00	0.00%	No

**Explanation:** (required if Yes)  
2014/15 includes QEIA carry-over dollars from PY

<b>Other Local Revenue (Fund 01, Objects 8600-8799) (Form MYP, Line A4)</b>			
First Prior Year (2014-15)	9,879,133.00		
Budget Year (2015-16)	8,424,060.00	-14.73%	Yes
1st Subsequent Year (2016-17)	8,424,060.00	0.00%	No
2nd Subsequent Year (2017-18)	8,424,060.00	0.00%	No

**Explanation:** (required if Yes)  
Current year and out years are budgeted conservatively. District has reduced property lease agreements and interest is anticipated to continue to be low. One time monies are reflected in 2014/15 that will not be realized in the subsequent years.

<b>Books and Supplies (Fund 01, Objects 4000-4999) (Form MYP, Line B4)</b>			
First Prior Year (2014-15)	17,767,615.00		
Budget Year (2015-16)	13,872,177.00	-21.92%	Yes
1st Subsequent Year (2016-17)	12,739,403.00	-8.17%	Yes
2nd Subsequent Year (2017-18)	13,070,627.00	2.60%	No

**Explanation:** (required if Yes)  
2014/15 budgets include Common Core expenditures that will not be available in 2015/16, and carryover from restricted funding. Subsequent years reflects lower expenditures due to loss in MSAP funding.

**Services and Other Operating Expenditures (Fund 01, Objects 5000-5999) (Form MYP, Line B5)**

First Prior Year (2014-15)	22,369,579.00		
Budget Year (2015-16)	19,553,208.00	-12.59%	Yes
1st Subsequent Year (2016-17)	18,744,157.00	-4.14%	Yes
2nd Subsequent Year (2017-18)	19,231,506.00	2.60%	No

**Explanation:** (required if Yes) 2014/15 budgets include Common Core expenditures that will not be available in 2015/16, and carryover from restricted funding. Subsequent years reflects lower expenditures due to loss in MSAP funding.

**6C. Calculating the District's Change in Total Operating Revenues and Expenditures (Section 6A, Line 2)**

DATA ENTRY: All data are extracted or calculated.

Object Range / Fiscal Year	Amount	Percent Change Over Previous Year	Status
<b>Total Federal, Other State, and Other Local Revenue (Criterion 6B)</b>			
First Prior Year (2014-15)	40,221,344.00		
Budget Year (2015-16)	32,688,169.00	-18.73%	Not Met
1st Subsequent Year (2016-17)	28,688,169.00	-12.24%	Not Met
2nd Subsequent Year (2017-18)	28,688,169.00	0.00%	Met
<b>Total Books and Supplies, and Services and Other Operating Expenditures (Criterion 6B)</b>			
First Prior Year (2014-15)	40,137,194.00		
Budget Year (2015-16)	33,425,385.00	-16.72%	Not Met
1st Subsequent Year (2016-17)	31,483,560.00	-5.81%	Met
2nd Subsequent Year (2017-18)	32,302,133.00	2.60%	Met

**6D. Comparison of District Total Operating Revenues and Expenditures to the Standard Percentage Range**

DATA ENTRY: Explanations are linked from Section 6B if the status in Section 6C is not met; no entry is allowed below.

- 1a. STANDARD NOT MET - Projected total operating revenues have changed by more than the standard in one or more of the budget or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating revenues within the standard must be entered in Section 6A above and will also display in the explanation box below.

**Explanation:** Federal Revenue (linked from 6B if NOT met) 2014/15 Includes approx. \$4M carry-over dollars from PY. Additionally, District no longer has Migrant Funds. Subsequent years reflect the exhaustion of the MSAP Grant

**Explanation:** Other State Revenue (linked from 6B if NOT met) 2014/15 includes QEIA carry-over dollars from PY

**Explanation:** Other Local Revenue (linked from 6B if NOT met) Current year and out years are budgeted conservatively. District has reduced property lease agreements and interest is anticipated to continue to be low. One time monies are reflected in 2014/15 that will not be realized in the subsequent years.

- 1b. STANDARD NOT MET - Projected total operating expenditures have changed by more than the standard in one or more of the budget or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating expenditures within the standard must be entered in Section 6A above and will also display in the explanation box below.

**Explanation:** Books and Supplies (linked from 6B if NOT met) 2014/15 budgets include Common Core expenditures that will not be available in 2015/16, and carryover from restricted funding. Subsequent years reflects lower expenditures due to loss in MSAP funding.

**Explanation:** Services and Other Exps (linked from 6B if NOT met) 2014/15 budgets include Common Core expenditures that will not be available in 2015/16, and carryover from restricted funding. Subsequent years reflects lower expenditures due to loss in MSAP funding.

**7. CRITERION: Facilities Maintenance**

STANDARD: Confirm that the annual contribution for facilities maintenance funding is not less than the amount required pursuant to Education Code Section 17070.75, if applicable, and that the district is providing adequately to preserve the functionality of its facilities for their normal life in accordance with Education Code sections 52060(d)(1) and 17002(d)(1).

**Determining the District's Compliance with the Contribution Requirement for EC Section 17070.75 - Ongoing and Major Maintenance/Restricted Maintenance Account (OMMA/RMA)**

DATA ENTRY: Click the appropriate Yes or No button for special education local plan area (SELPA) administrative units (AUs); all other data are extracted or calculated. If standard is not met, enter an X in the appropriate box and enter an explanation, if applicable.

1. a. For districts that are the AU of a SELPA, do you choose to exclude revenue that are passed through to participating members of the SELPA from the OMMA/RMA required minimum contribution calculation?
- b. Pass-through revenues and apportionments that may be excluded from the OMMA/RMA calculation per EC Section 17070.75(b)(2)(C) (Fund 10, objects 7211-7213 and 7221-7223 with resources 3300-3499 and 6500-6540)

**2. Ongoing and Major Maintenance/Restricted Maintenance Account**

a. Budgeted Expenditures and Other Financing Uses (Form 01, objects 1000-7999)	180,572,518.00			
b. Plus: Pass-through Revenues and Apportionments (Line 1b, if line 1a is No)		3% Required Minimum Contribution (Line 2c times 3%)	Budgeted Contribution <sup>1</sup> to the Ongoing and Major Maintenance Account	Status
c. Net Budgeted Expenditures and Other Financing Uses	180,572,518.00	5,417,175.54	5,422,997.00	Met

<sup>1</sup> Fund 01, Resource 8150, Objects 8900-8999

If standard is not met, enter an X in the box that best describes why the minimum required contribution was not made:

- Not applicable (district does not participate in the Leroy F. Green School Facilities Act of 1998)
- Exempt (due to district's small size [EC Section 17070.75 (b)(2)(D)])
- Other (explanation must be provided)

**Explanation:**  
(required if NOT met and Other is marked)

**8. CRITERION: Deficit Spending**

STANDARD: Unrestricted deficit spending (total unrestricted expenditures and other financing uses is greater than total unrestricted revenues and other financing sources) as a percentage of total unrestricted expenditures and other financing uses, has not exceeded one-third of the district's available reserves<sup>1</sup> as a percentage of total expenditures and other financing uses<sup>2</sup> in two out of three prior fiscal years.

**8A. Calculating the District's Deficit Spending Standard Percentage Levels**

DATA ENTRY: All data are extracted or calculated.

	Third Prior Year (2012-13)	Second Prior Year (2013-14)	First Prior Year (2014-15)
1. District's Available Reserve Amounts (resources 0000-1999)			
a. Reserve for Economic Uncertainties (Funds 01 and 17, Object 9789)	3,955,424.00	4,156,172.00	5,235,959.00
b. Unassigned/Unappropriated (Funds 01 and 17, Object 9790)	9,487,263.08	1,715,169.21	1,366,216.08
c. Negative General Fund Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999)	0.00	0.00	0.00
d. Available Reserves (Lines 1a through 1c)	13,442,687.08	5,871,341.21	6,602,175.08
2. Expenditures and Other Financing Uses			
a. District's Total Expenditures and Other Financing Uses (Fund 01, objects 1000-7999)	131,847,446.01	138,539,044.80	174,531,990.00
b. Plus: Special Education Pass-through Funds (Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223)			0.00
c. Total Expenditures and Other Financing Uses (Line 2a plus Line 2b)	131,847,446.01	138,539,044.80	174,531,990.00
3. District's Available Reserve Percentage (Line 1d divided by Line 2c)	10.2%	4.2%	3.8%
<b>District's Deficit Spending Standard Percentage Levels (Line 3 times 1/3):</b>	<b>3.4%</b>	<b>1.4%</b>	<b>1.3%</b>

<sup>1</sup>Available reserves are the unrestricted amounts in the Reserve for Economic Uncertainties and the Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

<sup>2</sup>A school district that is the Administrative Unit of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

**8B. Calculating the District's Deficit Spending Percentages**

DATA ENTRY: All data are extracted or calculated.

Fiscal Year	Net Change in Unrestricted Fund Balance (Form 01, Section E)	Total Unrestricted Expenditures and Other Financing Uses (Form 01, Objects 1000-7999)	Deficit Spending Level (if Net Change in Unrestricted Fund Balance is negative, else N/A)	Status
Third Prior Year (2012-13)	519,831.46	86,489,066.81	N/A	Met
Second Prior Year (2013-14)	2,552,881.42	100,193,598.23	N/A	Met
First Prior Year (2014-15)	(5,798,605.00)	121,989,093.00	4.8%	Not Met
Budget Year (2015-16) (Information only)	1,492,427.00	137,167,356.00		

**8C. Comparison of District Deficit Spending to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Unrestricted deficit spending, if any, has not exceeded the standard percentage level in two or more of the three prior years.

Explanation:  
(required if NOT met)

Planned deficit spending to accommodate LCAP additional services to students, salary increases and expenditures related to district reconfiguration

**9. CRITERION: Fund Balance**

STANDARD: Budgeted beginning unrestricted general fund balance has not been overestimated for two out of three prior fiscal years by more than the following percentage levels:

Percentage Level <sup>1</sup>	District ADA		
1.7%	0	to	300
1.3%	301	to	1,000
1.0%	1,001	to	30,000
0.7%	30,001	to	400,000
0.3%	400,001	and	over

<sup>1</sup> Percentage levels equate to a rate of deficit spending which would eliminate recommended reserves for economic uncertainties over a three year period.

District Estimated P-2 ADA (Form A, Lines A6 and C4):

District's Fund Balance Standard Percentage Level:

**9A. Calculating the District's Unrestricted General Fund Beginning Balance Percentages**

DATA ENTRY: Enter data in the Original Budget column for the First, Second, and Third Prior Years; all other data are extracted or calculated.

Fiscal Year	Unrestricted General Fund Beginning Balance <sup>2</sup> (Form 01, Line F1e, Unrestricted Column)		Beginning Fund Balance Variance Level	Status
	Original Budget	Estimated/Unaudited Actuals	(If overestimated, else N/A)	
Third Prior Year (2012-13)	8,119,102.03	13,043,214.95	N/A	Met
Second Prior Year (2013-14)	10,062,685.86	14,356,238.98	N/A	Met
First Prior Year (2014-15)	12,773,456.00	16,909,120.00	N/A	Met
Budget Year (2015-16) (Information only)	11,110,515.00			

<sup>2</sup> Adjusted beginning balance, including audit adjustments and other restatements (objects 9791-9795)

**9B. Comparison of District Unrestricted Beginning Fund Balance to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Unrestricted general fund beginning fund balance has not been overestimated by more than the standard percentage level for two or more of the previous three years.

Explanation:  
(required if NOT met)

**10. CRITERION: Reserves**

**STANDARD:** Available reserves<sup>1</sup> for any of the budget year or two subsequent fiscal years are not less than the following percentages or amounts<sup>2</sup> as applied to total expenditures and other financing uses<sup>3</sup>:

**DATA ENTRY:** Budget Year data are extracted. Enter district and charter school ADA corresponding to financial data reported in the General Fund, only, for the two subsequent years.

Percentage Level	District ADA		
5% or \$65,000 (greater of)	0	to	300
4% or \$65,000 (greater of)	301	to	1,000
3%	1,001	to	30,000
2%	30,001	to	400,000
1%	400,001	and	over

<sup>1</sup> Available reserves are the unrestricted amounts in the Reserve for Economic Uncertainties and the Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

<sup>2</sup> Dollar amounts to be adjusted annually by the prior year statutory cost-of-living adjustment (Education Code Section 42238), rounded to the nearest thousand.

<sup>3</sup> A school district that is the Administrative Unit (AU) of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

	Budget Year (2015-16)	1st Subsequent Year (2016-17)	2nd Subsequent Year (2017-18)
District Estimated P-2 ADA (Form A, Lines A6 and C4):	16,464		
District's Reserve Standard Percentage Level:	3%	5%	5%

**10A. Calculating the District's Special Education Pass-through Exclusions (only for districts that serve as the AU of a SELPA)**

**DATA ENTRY:** For SELPA AUs, if Form MYP exists, all data will be extracted including the Yes/No button selection. If not, click the appropriate Yes or No button for item 1 and, if Yes, enter data for item 2a and for the two subsequent years in item 2b; Budget Year data are extracted.

For districts that serve as the AU of a SELPA (Form MYP, Lines F1a, F1b1, and F1b2):

- Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?
- If you are the SELPA AU and are excluding special education pass-through funds:
  - Enter the name(s) of the SELPA(s): \_\_\_\_\_

	Budget Year (2015-16)	1st Subsequent Year (2016-17)	2nd Subsequent Year (2017-18)
b. Special Education Pass-through Funds (Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223)	0.00		

**10B. Calculating the District's Reserve Standard**

**DATA ENTRY:** If Form MYP exists, 1st and 2nd Subsequent Year data for lines 1 and 2 will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

	Budget Year (2015-16)	1st Subsequent Year (2016-17)	2nd Subsequent Year (2017-18)
1. Expenditures and Other Financing Uses (Fund 01, objects 1000-7999) (Form MYP, Line B11)	180,572,518.00	181,236,448.00	183,504,743.00
2. Plus: Special Education Pass-through (Criterion 10A, Line 2b, if Criterion 10A, Line 1 is No)			
3. Total Expenditures and Other Financing Uses (Line B1 plus Line B2)	180,572,518.00	181,236,448.00	183,504,743.00
4. Reserve Standard Percentage Level	3%	5%	5%
5. Reserve Standard - by Percent (Line B3 times Line B4)	5,417,175.54	9,061,822.40	9,175,237.15
6. Reserve Standard - by Amount (\$65,000 for districts with 0 to 1,000 ADA, else 0)	0.00	0.00	0.00
7. District's Reserve Standard (Greater of Line B5 or Line B6)	5,417,175.54	9,061,822.40	9,175,237.15

**10C. Calculating the District's Budgeted Reserve Amount**

DATA ENTRY: If Form MYP exists, 1st and 2nd Subsequent Year data for lines 1 through 7 will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

**Reserve Amounts**

(Unrestricted resources 0000-1999 except Line 4):

1. General Fund - Stabilization Arrangements  
(Fund 01, Object 9750) (Form MYP, Line E1a)
2. General Fund - Reserve for Economic Uncertainties  
(Fund 01, Object 9789) (Form MYP, Line E1b)
3. General Fund - Unassigned/Unappropriated Amount  
(Fund 01, Object 9790) (Form MYP, Line E1c)
4. General Fund - Negative Ending Balances in Restricted Resources  
(Fund 01, Object 979Z, if negative, for each of resources 2000-9999)  
(Form MYP, Line E1d)
5. Special Reserve Fund - Stabilization Arrangements  
(Fund 17, Object 9750) (Form MYP, Line E2a)
6. Special Reserve Fund - Reserve for Economic Uncertainties  
(Fund 17, Object 9789) (Form MYP, Line E2b)
7. Special Reserve Fund - Unassigned/Unappropriated Amount  
(Fund 17, Object 9790) (Form MYP, Line E2c)
8. District's Budgeted Reserve Amount  
(Lines C1 thru C7)
9. District's Budgeted Reserve Percentage (Information only)  
(Line 8 divided by Section 10B, Line 3)

	Budget Year (2015-16)	1st Subsequent Year (2016-17)	2nd Subsequent Year (2017-18)
1.	0.00		
2.	5,417,176.00	5,437,094.00	5,505,143.00
3.	4,965,766.00	38,362,113.00	76,470,781.00
4.	0.00	0.00	0.00
5.	0.00		
6.	0.00		
7.	0.00		
8.	10,382,942.00	43,799,207.00	81,975,924.00
9.	5.75%	24.17%	44.67%
<b>District's Reserve Standard (Section 10B, Line 7):</b>	<b>5,417,175.54</b>	<b>9,061,822.40</b>	<b>9,175,237.15</b>
Status:	Met	Met	Met

**10D. Comparison of District Reserve Amount to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Projected available reserves have met the standard for the budget and two subsequent fiscal years.

**Explanation:**  
(required if NOT met)



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**SUPPLEMENTAL INFORMATION**

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DATA ENTRY: Click the appropriate Yes or No button for items S1 through S4. Enter an explanation for each Yes answer.

**S1. Contingent Liabilities**

1a. Does your district have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that may impact the budget?

1b. If Yes, identify the liabilities and how they may impact the budget:

**S2. Use of One-time Revenues for Ongoing Expenditures**

1a. Does your district have ongoing general fund expenditures in the budget in excess of one percent of the total general fund expenditures that are funded with one-time resources?

1b. If Yes, identify the expenditures and explain how the one-time resources will be replaced to continue funding the ongoing expenditures in the following fiscal years:

**S3. Use of Ongoing Revenues for One-time Expenditures**

1a. Does your district have large non-recurring general fund expenditures that are funded with ongoing general fund revenues?

1b. If Yes, identify the expenditures:

**S4. Contingent Revenues**

1a. Does your district have projected revenues for the budget year or either of the two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?

1b. If Yes, identify any of these revenues that are dedicated for ongoing expenses and explain how the revenues will be replaced or expenditures reduced:

**S5. Contributions**

Identify projected contributions from unrestricted resources in the general fund to restricted resources in the general fund for the budget year and two subsequent fiscal years. Provide an explanation if contributions have changed from the prior fiscal year amounts by more than \$20,000 and more than ten percent. Explanation should include whether contributions are ongoing or one-time in nature.

Identify projected transfers to or from the general fund to cover operating deficits in either the general fund or any other fund for the budget year and two subsequent fiscal years. Provide an explanation if transfers have changed from the prior fiscal year amounts by more than \$20,000 and more than ten percent. Explanation should include whether transfers are ongoing or one-time in nature.

Estimate the impact of any capital projects on the general fund operational budget.

District's Contributions and Transfers Standard: -10.0% to +10.0%  
or -\$20,000 to +\$20,000

**S5A. Identification of the District's Projected Contributions, Transfers, and Capital Projects that may Impact the General Fund**

DATA ENTRY: For Contributions, enter data in the Projection column for the 1st and 2nd Subsequent Years. Contributions for the First Prior Year and Budget Year will be extracted. For Transfers In and Transfers Out, enter data in the First Prior Year. If Form MYP exists, the data will be extracted for the Budget Year, and 1st and 2nd Subsequent Years. If Form MYP does not exist, enter data in the Budget Year, 1st and 2nd subsequent Years. Click the appropriate button for item 1d; all other data will be calculated.

Description / Fiscal Year	Projection	Amount of Change	Percent Change	Status
<b>1a. Contributions, Unrestricted General Fund (Fund 01, Resources 0000-1999, Object 8980)</b>				
First Prior Year (2014-15)	(15,146,654.00)			
Budget Year (2015-16)	(16,736,289.00)	1,589,635.00	10.5%	Not Met
1st Subsequent Year (2016-17)	(16,315,162.00)	(421,127.00)	-2.5%	Met
2nd Subsequent Year (2017-18)	(18,567,066.00)	2,251,904.00	13.8%	Not Met
<b>1b. Transfers In, General Fund *</b>				
First Prior Year (2014-15)	0.00			
Budget Year (2015-16)	0.00	0.00	0.0%	Met
1st Subsequent Year (2016-17)	0.00	0.00	0.0%	Met
2nd Subsequent Year (2017-18)	0.00	0.00	0.0%	Met
<b>1c. Transfers Out, General Fund *</b>				
First Prior Year (2014-15)	1,036,878.00			
Budget Year (2015-16)	1,625,993.00	589,115.00	56.8%	Not Met
1st Subsequent Year (2016-17)	1,500,000.00	(125,993.00)	-7.7%	Met
2nd Subsequent Year (2017-18)	1,250,000.00	(250,000.00)	-16.7%	Not Met

1d. **Impact of Capital Projects**  
Do you have any capital projects that may impact the general fund operational budget? No

\* Include transfers used to cover operating deficits in either the general fund or any other fund.

**S5B. Status of the District's Projected Contributions, Transfers, and Capital Projects**

DATA ENTRY: Enter an explanation if Not Met for items 1a-1c or if Yes for item 1d.

1a. NOT MET - The projected contributions from the unrestricted general fund to restricted general fund programs have changed by more than the standard for one or more of the budget or subsequent two fiscal years. Identify restricted programs and amount of contribution for each program and whether contributions are ongoing or one-time in nature. Explain the district's plan, with timeframes, for reducing or eliminating the contribution.

Explanation: (required if NOT met) STRS/PERS increases continue to rise, while Special Ed Funding stays fairly even. RRM contribution increases with the increase in budgeted expenditures.

1b. MET - Projected transfers in have not changed by more than the standard for the budget and two subsequent fiscal years.

Explanation: (required if NOT met)

1c. NOT MET - The projected transfers out of the general fund have changed by more than the standard for one or more of the budget or subsequent two fiscal years. Identify the amount(s) transferred, by fund, and whether transfers are ongoing or one-time in nature. If ongoing, explain the district's plan, with timeframes, for reducing or eliminating the transfers.

**Explanation:**  
(required if NOT met)

Anticipated assistance to Child Nutrition Services. CNS reimbursement rates are calculated on current year, as new rates have not been released. It is anticipated that CNS will require less general fund assistance in the subsequent years.

1d. NO - There are no capital projects that may impact the general fund operational budget.

**Project Information:**  
(required if YES)

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**S6. Long-term Commitments**

Identify all existing and new multiyear commitments<sup>1</sup> and their annual required payments for the budget year and two subsequent fiscal years.

Explain how any increase in annual payments will be funded. Also explain how any decrease to funding sources used to pay long-term commitments will be replaced.

<sup>1</sup> Include multiyear commitments, multiyear debt agreements, and new programs or contracts that result in long-term obligations.

**S6A. Identification of the District's Long-term Commitments**

DATA ENTRY: Click the appropriate button in item 1 and enter data in all columns of item 2 for applicable long-term commitments; there are no extractions in this section.

1. Does your district have long-term (multiyear) commitments?  
 (If No, skip item 2 and Sections S6B and S6C)

2. If Yes to item 1, list all new and existing multiyear commitments and required annual debt service amounts. Do not include long-term commitments for postemployment benefits other than pensions (OPEB); OPEB is disclosed in item S7A.

Type of Commitment	# of Years Remaining	SACS Fund and Object Codes Used For:		Principal Balance as of July 1, 2015
		Funding Sources (Revenues)	Debt Service (Expenditures)	
Capital Leases	13		Fune 010	4,345,265
Certificates of Participation	12		Fund 25	4,341,900
General Obligation Bonds	29	Fund 21	Fund 51	147,393,139
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences				

Other Long-term Commitments (do not include OPEB):

Type of Commitment	# of Years Remaining	Funding Sources (Revenues)	Debt Service (Expenditures)	Principal Balance as of July 1, 2015
TOTAL:				156,080,304

Type of Commitment (continued)	Prior Year (2014-15) Annual Payment (P & I)	Budget Year (2015-16) Annual Payment (P & I)	1st Subsequent Year (2016-17) Annual Payment (P & I)	2nd Subsequent Year (2017-18) Annual Payment (P & I)
Capital Leases	339,180	356,349	392,270	410,958
Certificates of Participation	471,289	468,168	469,384	474,510
General Obligation Bonds	11,638,513	11,514,296	11,324,065	10,098,284
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences				

Other Long-term Commitments (continued):

Type of Commitment	Prior Year (2014-15) Annual Payment (P & I)	Budget Year (2015-16) Annual Payment (P & I)	1st Subsequent Year (2016-17) Annual Payment (P & I)	2nd Subsequent Year (2017-18) Annual Payment (P & I)
Total Annual Payments:	12,448,982	12,338,813	12,185,719	10,983,752
Has total annual payment increased over prior year (2014-15)?		No	No	No

**S6B. Comparison of the District's Annual Payments to Prior Year Annual Payment**

DATA ENTRY: Enter an explanation if Yes.

- 1a. No - Annual payments for long-term commitments have not increased in one or more of the budget and two subsequent fiscal years.

**Explanation:**  
(required if Yes  
to increase in total  
annual payments)

**S6C. Identification of Decreases to Funding Sources Used to Pay Long-term Commitments**

DATA ENTRY: Click the appropriate Yes or No button in item 1; if Yes, an explanation is required in item 2.

- 1. Will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?

No

- 2. No - Funding sources will not decrease or expire prior to the end of the commitment period, and one-time funds are not being used for long-term commitment annual payments.

**Explanation:**  
(required if Yes)

**S7. Unfunded Liabilities**

Estimate the unfunded liability for postemployment benefits other than pensions (OPEB) based on an actuarial valuation, if required, or other method; identify or estimate the annual required contribution; and indicate how the obligation is funded (pay-as-you-go, amortized over a specific period, etc.).

Estimate the unfunded liability for self-insurance programs such as workers' compensation based on an actuarial valuation, if required, or other method; identify or estimate the required contribution; and indicate how the obligation is funded (level of risk retained, funding approach, etc.).

**S7A. Identification of the District's Estimated Unfunded Liability for Postemployment Benefits Other than Pensions (OPEB)**

DATA ENTRY: Click the appropriate button in item 1 and enter data in all other applicable items; there are no extractions in this section except the budget year data on line 5b.

1. Does your district provide postemployment benefits other than pensions (OPEB)? (If No, skip items 2-5)

2. For the district's OPEB:  
 a. Are they lifetime benefits?

b. Do benefits continue past age 65?

c. Describe any other characteristics of the district's OPEB program including eligibility criteria and amounts, if any, that retirees are required to contribute toward their own benefits:

For qualified employees, fully paid retiree benefits to age 69

3. a. Are OPEB financed on a pay-as-you-go, actuarial cost, or other method?

b. Indicate any accumulated amounts earmarked for OPEB in a self-insurance or governmental fund

	Self-Insurance Fund	Governmental Fund
	0	9,504,291

4. OPEB Liabilities

a. OPEB actuarial accrued liability (AAL)	64,082,923.00
b. OPEB unfunded actuarial accrued liability (UAAL)	41,828,349.00
c. Are AAL and UAAL based on the district's estimate or an actuarial valuation?	Actuarial
d. If based on an actuarial valuation, indicate the date of the OPEB valuation	Oct 03, 2013

5. OPEB Contributions

	Budget Year (2015-16)	1st Subsequent Year (2016-17)	2nd Subsequent Year (2017-18)
a. OPEB annual required contribution (ARC) per actuarial valuation or Alternative Measurement Method	6,411,633.00	6,411,633.00	6,411,633.00
b. OPEB amount contributed (for this purpose, include premiums paid to a self-insurance fund) (funds 01-70, objects 3701-3752)	4,121,515.00	4,121,515.00	4,121,515.00
c. Cost of OPEB benefits (equivalent of "pay-as-you-go" amount)	3,722,587.00	4,032,052.00	4,228,493.00
d. Number of retirees receiving OPEB benefits	277	277	277

**S7B. Identification of the District's Unfunded Liability for Self-Insurance Programs**

DATA ENTRY: Click the appropriate button in item 1 and enter data in all other applicable items; there are no extractions in this section.

1. Does your district operate any self-insurance programs such as workers' compensation, employee health and welfare, or property and liability? (Do not include OPEB, which is covered in Section S7A) (If No, skip items 2-4)

No

2. Describe each self-insurance program operated by the district, including details for each such as level of risk retained, funding approach, basis for valuation (district's estimate or actuarial), and date of the valuation:

3. Self-Insurance Liabilities

- a. Accrued liability for self-insurance programs  
 b. Unfunded liability for self-insurance programs


4. Self-Insurance Contributions

- a. Required contribution (funding) for self-insurance programs  
 b. Amount contributed (funded) for self-insurance programs

Budget Year (2015-16)	1st Subsequent Year (2016-17)	2nd Subsequent Year (2017-18)

**S8. Status of Labor Agreements**

Analyze the status of employee labor agreements. Identify new labor agreements, as well as new commitments provided as part of previously ratified multiyear agreements; and include all contracts, including all administrator contracts (and including all compensation). For new agreements, indicate the date of the required board meeting. Compare the increase in new commitments to the projected increase in ongoing revenues, and explain how these commitments will be funded in future fiscal years.

**If salary and benefit negotiations are not finalized at budget adoption, upon settlement with certificated or classified staff:**

The school district must determine the cost of the settlement, including salaries, benefits, and any other agreements that change costs, and provide the county office of education (COE) with an analysis of the cost of the settlement and its impact on the operating budget.

The county superintendent shall review the analysis relative to the criteria and standards, and may provide written comments to the president of the district governing board and superintendent.

**S8A. Cost Analysis of District's Labor Agreements - Certificated (Non-management) Employees**

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2014-15)	Budget Year (2015-16)	1st Subsequent Year (2016-17)	2nd Subsequent Year (2017-18)
Number of certificated (non-management) full-time-equivalent (FTE) positions	887.4	883.5	883.5	883.5

**Certificated (Non-management) Salary and Benefit Negotiations**

1. Are salary and benefit negotiations settled for the budget year?

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 6 and 7.

**Negotiations Settled**

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

2b. Per Government Code Section 3547.5(b), was the agreement certified by the district superintendent and chief business official?   
If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the agreement?   
If Yes, date of budget revision board adoption:

4. Period covered by the agreement: Begin Date:  End Date:

5. Salary settlement:

	Budget Year (2015-16)	1st Subsequent Year (2016-17)	2nd Subsequent Year (2017-18)
Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?	Yes	Yes	Yes

**One Year Agreement**

Total cost of salary settlement	2,779,617		
% change in salary schedule from prior year	5.0%		

**Multiyear Agreement**

Total cost of salary settlement			
% change in salary schedule from prior year (may enter text, such as "Reopener")			

Identify the source of funding that will be used to support multiyear salary commitments:



Negotiations Not Settled

6. Cost of a one percent increase in salary and statutory benefits

	Budget Year (2015-16)	1st Subsequent Year (2016-17)	2nd Subsequent Year (2017-18)
7. Amount included for any tentative salary schedule increases	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Certificated (Non-management) Health and Welfare (H&W) Benefits**

- Are costs of H&W benefit changes included in the budget and MYPs?
- Total cost of H&W benefits
- Percent of H&W cost paid by employer
- Percent projected change in H&W cost over prior year

	Budget Year (2015-16)	1st Subsequent Year (2016-17)	2nd Subsequent Year (2017-18)
1. Are costs of H&W benefit changes included in the budget and MYPs?	Yes	Yes	Yes
2. Total cost of H&W benefits	14,484	14,484	14,484
3. Percent of H&W cost paid by employer	Capped @ \$12,035/yr	Capped @ \$12,035/yr	Capped @ \$12,035/yr
4. Percent projected change in H&W cost over prior year			

**Certificated (Non-management) Prior Year Settlements**

- Are any new costs from prior year settlements included in the budget?  
If Yes, amount of new costs included in the budget and MYPs  
If Yes, explain the nature of the new costs:

	Budget Year (2015-16)	1st Subsequent Year (2016-17)	2nd Subsequent Year (2017-18)
Are any new costs from prior year settlements included in the budget?	<input type="text"/>	<input type="text"/>	<input type="text"/>
If Yes, amount of new costs included in the budget and MYPs	<input type="text"/>	<input type="text"/>	<input type="text"/>
If Yes, explain the nature of the new costs:	<input type="text"/>		

**Certificated (Non-management) Step and Column Adjustments**

- Are step & column adjustments included in the budget and MYPs?
- Cost of step & column adjustments
- Percent change in step & column over prior year

	Budget Year (2015-16)	1st Subsequent Year (2016-17)	2nd Subsequent Year (2017-18)
1. Are step & column adjustments included in the budget and MYPs?	Yes	Yes	Yes
2. Cost of step & column adjustments		785,506	832,175
3. Percent change in step & column over prior year		1.2%	1.3%

**Certificated (Non-management) Attrition (layoffs and retirements)**

- Are savings from attrition included in the budget and MYPs?
- Are additional H&W benefits for those laid-off or retired employees included in the budget and MYPs?

	Budget Year (2015-16)	1st Subsequent Year (2016-17)	2nd Subsequent Year (2017-18)
1. Are savings from attrition included in the budget and MYPs?	<input type="text"/>	<input type="text"/>	<input type="text"/>
2. Are additional H&W benefits for those laid-off or retired employees included in the budget and MYPs?	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Certificated (Non-management) - Other**

List other significant contract changes and the cost impact of each change (i.e., class size, hours of employment, leave of absence, bonuses, etc.):

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**S8B. Cost Analysis of District's Labor Agreements - Classified (Non-management) Employees**

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2014-15)	Budget Year (2015-16)	1st Subsequent Year (2016-17)	2nd Subsequent Year (2017-18)
Number of classified (non-management) FTE positions	611.2	719.5	719.5	719.5

**Classified (Non-management) Salary and Benefit Negotiations**

1. Are salary and benefit negotiations settled for the budget year?

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 6 and 7.

**Negotiations Settled**

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

2b. Per Government Code Section 3547.5(b), was the agreement certified by the district superintendent and chief business official?   
If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the agreement?   
If Yes, date of budget revision board adoption:

4. Period covered by the agreement: Begin Date:  End Date:

5. Salary settlement:

	Budget Year (2015-16)	1st Subsequent Year (2016-17)	2nd Subsequent Year (2017-18)
Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?	Yes	Yes	Yes

**One Year Agreement**

Total cost of salary settlement	1,440,145		
% change in salary schedule from prior year	5.0%		

or  
**Multiyear Agreement**

Total cost of salary settlement			
% change in salary schedule from prior year (may enter text, such as "Reopener")			

Identify the source of funding that will be used to support multiyear salary commitments:

**Negotiations Not Settled**

6. Cost of a one percent increase in salary and statutory benefits

7. Amount included for any tentative salary schedule increases

	Budget Year (2015-16)	1st Subsequent Year (2016-17)	2nd Subsequent Year (2017-18)

**Classified (Non-management) Health and Welfare (H&W) Benefits**

1. Are costs of H&W benefit changes included in the budget and MYPs?
2. Total cost of H&W benefits
3. Percent of H&W cost paid by employer
4. Percent projected change in H&W cost over prior year

Budget Year (2015-16)	1st Subsequent Year (2016-17)	2nd Subsequent Year (2017-18)
Yes	Yes	Yes
14,484	14,484	14,484
Capped @\$10,000/yr	Capped @\$10,000/yr	Capped @\$10,000/yr

**Classified (Non-management) Prior Year Settlements**

- Are any new costs from prior year settlements included in the budget?  
If Yes, amount of new costs included in the budget and MYPs  
If Yes, explain the nature of the new costs:

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**Classified (Non-management) Step and Column Adjustments**

1. Are step & column adjustments included in the budget and MYPs?
2. Cost of step & column adjustments
3. Percent change in step & column over prior year

Budget Year (2015-16)	1st Subsequent Year (2016-17)	2nd Subsequent Year (2017-18)
Yes	Yes	Yes
	378,308	294,824
	2.0%	1.5%

**Classified (Non-management) Attrition (layoffs and retirements)**

1. Are savings from attrition included in the budget and MYPs?
2. Are additional H&W benefits for those laid-off or retired employees included in the budget and MYPs?

Budget Year (2015-16)	1st Subsequent Year (2016-17)	2nd Subsequent Year (2017-18)

**Classified (Non-management) - Other**

List other significant contract changes and the cost impact of each change (i.e., hours of employment, leave of absence, bonuses, etc.):

Increase in FTE from 14/15 to 15/16 due to making Playground Asst. positions part of bargaining unit and on progressive salary schedule, which was part of contract agreement for 2015/16

**S8C. Cost Analysis of District's Labor Agreements - Management/Supervisor/Confidential Employees**

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2014-15)	Budget Year (2015-16)	1st Subsequent Year (2016-17)	2nd Subsequent Year (2017-18)
Number of management, supervisor, and confidential FTE positions	78.0	79.0	79.0	79.0

**Management/Supervisor/Confidential Salary and Benefit Negotiations**

1. Are salary and benefit negotiations settled for the budget year?

Yes

If Yes, complete question 2.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 3 and 4.

If n/a, skip the remainder of Section S8C.

Negotiations Settled

2. Salary settlement:

Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?

Total cost of salary settlement

% change in salary schedule from prior year (may enter text, such as "Reopener")

	Budget Year (2015-16)	1st Subsequent Year (2016-17)	2nd Subsequent Year (2017-18)
Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?	Yes	Yes	Yes
Total cost of salary settlement	715,884		
% change in salary schedule from prior year (may enter text, such as "Reopener")	5.6%		

Negotiations Not Settled

3. Cost of a one percent increase in salary and statutory benefits

4. Amount included for any tentative salary schedule increases

	Budget Year (2015-16)	1st Subsequent Year (2016-17)	2nd Subsequent Year (2017-18)
Amount included for any tentative salary schedule increases			

**Management/Supervisor/Confidential Health and Welfare (H&W) Benefits**

- Are costs of H&W benefit changes included in the budget and MYPs?
- Total cost of H&W benefits
- Percent of H&W cost paid by employer
- Percent projected change in H&W cost over prior year

	Budget Year (2015-16)	1st Subsequent Year (2016-17)	2nd Subsequent Year (2017-18)
Are costs of H&W benefit changes included in the budget and MYPs?	Yes	Yes	Yes
Total cost of H&W benefits	14,484	14,484	14,484
Percent of H&W cost paid by employer	Capped @ \$9582/yr	Capped @ \$9582/yr	Capped @ \$9582/yr
Percent projected change in H&W cost over prior year			

**Management/Supervisor/Confidential Step and Column Adjustments**

- Are step & column adjustments included in the budget and MYPs?
- Cost of step and column adjustments
- Percent change in step & column over prior year

	Budget Year (2015-16)	1st Subsequent Year (2016-17)	2nd Subsequent Year (2017-18)
Are step & column adjustments included in the budget and MYPs?	Yes	Yes	Yes
Cost of step and column adjustments			
Percent change in step & column over prior year			

**Management/Supervisor/Confidential Other Benefits (mileage, bonuses, etc.)**

- Are costs of other benefits included in the budget and MYPs?
- Total cost of other benefits
- Percent change in cost of other benefits over prior year

	Budget Year (2015-16)	1st Subsequent Year (2016-17)	2nd Subsequent Year (2017-18)
Are costs of other benefits included in the budget and MYPs?			
Total cost of other benefits			
Percent change in cost of other benefits over prior year			

**S9. Local Control and Accountability Plan (LCAP)**

Confirm that the school district's governing board has adopted an LCAP or an update to the LCAP effective for the budget year.

DATA ENTRY: Click the appropriate Yes or No button in item 1, and enter the date in item 2.

1. Did or will the school district's governing board adopt an LCAP or approve an update to the LCAP effective for the budget year?

2. Approval date for adoption of the LCAP or approval of an update to the LCAP.

**S10. LCAP Expenditures**

Confirm that the school district's budget includes the expenditures necessary to implement the LCAP or annual update to the LCAP.

DATA ENTRY: Click the appropriate Yes or No button.

Does the school district's budget include the expenditures necessary to implement the LCAP or annual update to the LCAP as described in the Local Control and Accountability Plan and Annual Update Template, Section 3: Actions, Services and Expenditures?

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**ADDITIONAL FISCAL INDICATORS**

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The following fiscal indicators are designed to provide additional data for reviewing agencies. A "Yes" answer to any single indicator does not necessarily suggest a cause for concern, but may alert the reviewing agency to the need for additional review.

DATA ENTRY: Click the appropriate Yes or No button for items A1 through A9 except item A3, which is automatically completed based on data in Criterion 2.

- A1. Do cash flow projections show that the district will end the budget year with a negative cash balance in the general fund?
  
- A2. Is the system of personnel position control independent from the payroll system?
  
- A3. Is enrollment decreasing in both the prior fiscal year and budget year? (Data from the enrollment budget column and actual column of Criterion 2A are used to determine Yes or No)
  
- A4. Are new charter schools operating in district boundaries that impact the district's enrollment, either in the prior fiscal year or budget year?
  
- A5. Has the district entered into a bargaining agreement where any of the budget or subsequent years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?
  
- A6. Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?
  
- A7. Is the district's financial system independent of the county office system?
  
- A8. Does the district have any reports that indicate fiscal distress pursuant to Education Code Section 42127.6(a)? (If Yes, provide copies to the county office of education)
  
- A9. Have there been personnel changes in the superintendent or chief business official positions within the last 12 months?

When providing comments for additional fiscal indicators, please include the item number applicable to each comment.

Comments:  
(optional)

A6 - Grandfathered in qualified retiree's receive uncapped employer paid health benefits to age 69

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**End of School District Budget Criteria and Standards Review**

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56-72538-0000000

July 1 Budget  
2015-16 Budget  
Technical Review Checks

Oxnard Elementary

Ventura County

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

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

### IMPORT CHECKS

### GENERAL LEDGER CHECKS

### SUPPLEMENTAL CHECKS

### EXPORT CHECKS

Checks Completed.

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56-72538-0000000

July 1 Budget  
2014-15 Estimated Actuals  
Technical Review Checks

Oxnard Elementary

Ventura County

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

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

**IMPORT CHECKS**

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

ACCOUNT	RESOURCE	OBJECT	VALUE
FD - RS - PY - GO - FN - OB			

01-3312-0-0000-0000-9791	3312	9791	111,840.00
01-3332-0-0000-0000-9791	3332	9791	5,908.00

Explanation:SACS does not provide an accounting method for recognizing carryover in R3312 & 3332. These funds were exhausted per Significant Disproportionate rules as of Sept 30, 2014.

**GENERAL LEDGER CHECKS**

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

FUND	RESOURCE	OBJECT	VALUE
------	----------	--------	-------

01	0000	9290	-799,019.00
----	------	------	-------------

Explanation:This receivable is connected to State Aide and will be reevaluated and cleared during closing.

21	9010	4300	-3,042,744.00
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Explanation:Budget adjustment that will be re-evaluated and corrected at year-end close.

AR-AP-POSITIVE - (W) - The following Accounts Receivable (9200), Due from Other Funds (9310), Accounts Payable (9500), and/or Due to Other Funds (9610) objects have a negative balance in excess of \$1,000 by resource, by fund:

EXCEPTION

FUND	RESOURCE	OBJECT	VALUE
------	----------	--------	-------

13	0000	9500	-3,876.81
----	------	------	-----------

Explanation:This dollar amount is being held to pay sales tax on Out of State vendor payments and will be reevaluated at year end close.



**SUPPLEMENTAL CHECKS**

**EXPORT CHECKS**

Checks Completed.

Description	Object Codes	2015-16 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2016-17 Projection (C)	% Change (Cols. E-C/C) (D)	2017-18 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
<b>A. REVENUES AND OTHER FINANCING SOURCES</b>						
1. LCFF/Revenue Limit Sources	8010-8099	148,879,400.00	1.87%	151,669,307.00	2.80%	155,909,159.00
2. Federal Revenues	8100-8299	0.00	0.00%		0.00%	
3. Other State Revenues	8300-8599	5,712,272.00	0.00%	5,712,272.00	0.00%	5,712,272.00
4. Other Local Revenues	8600-8799	804,400.00	0.00%	804,400.00	0.00%	804,400.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%		0.00%	
b. Other Sources	8930-8979	0.00	0.00%		0.00%	
c. Contributions	8980-8999	(16,736,289.00)	-197.48%	16,315,162.00	13.80%	18,567,066.00
6. Total (Sum lines A1 thru A5c)		138,659,783.00	25.85%	174,501,141.00	3.72%	180,992,897.00
<b>B. EXPENDITURES AND OTHER FINANCING USES</b>						
1. Certificated Salaries						
a. Base Salaries				65,788,425.00		66,573,931.00
b. Step & Column Adjustment				785,506.00		832,175.00
c. Cost-of-Living Adjustment						
d. Other Adjustments						
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	65,788,425.00	1.19%	66,573,931.00	1.25%	67,406,106.00
2. Classified Salaries						
a. Base Salaries				19,276,594.00		19,654,902.00
b. Step & Column Adjustment				378,308.00		294,824.00
c. Cost-of-Living Adjustment						
d. Other Adjustments						
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	19,276,594.00	1.96%	19,654,902.00	1.50%	19,949,726.00
3. Employee Benefits	3000-3999	28,672,882.00	8.25%	31,038,806.00	0.67%	31,247,079.00
4. Books and Supplies	4000-4999	9,300,898.00	2.40%	9,524,120.00	2.60%	9,771,747.00
5. Services and Other Operating Expenditures	5000-5999	11,086,116.00	2.40%	11,352,183.00	2.60%	11,647,340.00
6. Capital Outlay	6000-6999	0.00	0.00%	0.00	0.00%	0.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	2,850,350.00	0.00%	2,850,350.00	0.00%	2,850,350.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(1,433,902.00)	-6.59%	(1,339,416.00)	1.25%	(1,356,168.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	1,625,993.00	-7.75%	1,500,000.00	-16.67%	1,250,000.00
b. Other Uses	7630-7699	0.00	0.00%		0.00%	
10. Other Adjustments (Explain in Section F below)						
11. Total (Sum lines B1 thru B10)		137,167,356.00	2.91%	141,154,876.00	1.14%	142,766,180.00
<b>C. NET INCREASE (DECREASE) IN FUND BALANCE</b> (Line A6 minus line B11)						
		1,492,427.00		33,346,265.00		38,226,717.00
<b>D. FUND BALANCE</b>						
1. Net Beginning Fund Balance (Form 01, line F1e)		11,110,515.00		12,602,942.00		45,949,207.00
2. Ending Fund Balance (Sum lines C and D1)		12,602,942.00		45,949,207.00		84,175,924.00
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	120,000.00				
b. Restricted	9740					
c. Committed						
1. Stabilization Arrangements	9750	0.00				
2. Other Commitments	9760	0.00				
d. Assigned	9780	2,100,000.00		2,150,000.00		2,200,000.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	5,417,176.00		5,437,094.00		5,505,143.00
2. Unassigned/Unappropriated	9790	4,965,766.00		38,362,113.00		76,470,781.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		12,602,942.00		45,949,207.00		84,175,924.00

Description	Object Codes	2015-16 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2016-17 Projection (C)	% Change (Cols. E-C/C) (D)	2017-18 Projection (E)
<b>E. AVAILABLE RESERVES</b>						
<b>1. General Fund</b>						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	5,417,176.00		5,437,094.00		5,505,143.00
c. Unassigned/Unappropriated	9790	4,965,766.00		38,362,113.00		76,470,781.00
(Enter reserve projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted.)						
<b>2. Special Reserve Fund - Noncapital Outlay (Fund 17)</b>						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
<b>3. Total Available Reserves (Sum lines E1a thru E2c)</b>						
		10,382,942.00		43,799,207.00		81,975,924.00

**F. ASSUMPTIONS**

Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.

Assumptions are based on School Services 2015/16 May Revise Dart Board

Description	Object Codes	2015-16 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2016-17 Projection (C)	% Change (Cols. E-C/C) (D)	2017-18 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
<b>A. REVENUES AND OTHER FINANCING SOURCES</b>						
1. LCFF/Revenue Limit Sources	8010-8099	0.00	0.00%		0.00%	
2. Federal Revenues	8100-8299	13,685,506.00	-29.23%	9,685,506.00	0.00%	9,685,506.00
3. Other State Revenues	8300-8599	4,866,331.00	0.00%	4,866,331.00	0.00%	4,866,331.00
4. Other Local Revenues	8600-8799	7,619,660.00	0.00%	7,619,660.00	0.00%	7,619,660.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%		0.00%	
b. Other Sources	8930-8979	0.00	0.00%		0.00%	
c. Contributions	8980-8999	16,736,289.00	-2.52%	16,315,162.00	13.80%	18,567,066.00
6. Total (Sum lines A1 thru A5c)		42,907,786.00	-10.30%	38,486,659.00	5.85%	40,738,563.00
<b>B. EXPENDITURES AND OTHER FINANCING USES</b>						
1. Certificated Salaries						
a. Base Salaries				13,517,734.00		12,791,654.00
b. Step & Column Adjustment				0.00		0.00
c. Cost-of-Living Adjustment						
d. Other Adjustments				(726,080.00)		
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	13,517,734.00	-5.37%	12,791,654.00	0.00%	12,791,654.00
2. Classified Salaries						
a. Base Salaries				8,847,450.00		8,690,189.00
b. Step & Column Adjustment				0.00		0.00
c. Cost-of-Living Adjustment						
d. Other Adjustments				(157,261.00)		
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	8,847,450.00	-1.78%	8,690,189.00	0.00%	8,690,189.00
3. Employee Benefits	3000-3999	7,033,628.00	2.58%	7,214,997.00	5.21%	7,590,686.00
4. Books and Supplies	4000-4999	4,571,279.00	-29.66%	3,215,283.00	2.60%	3,298,880.00
5. Services and Other Operating Expenditures	5000-5999	8,467,092.00	-12.70%	7,391,974.00	2.60%	7,584,166.00
6. Capital Outlay	6000-6999	85,000.00	-100.00%	0.00	0.00%	0.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	0.00	0.00%		0.00%	
8. Other Outgo - Transfers of Indirect Costs	7300-7399	882,979.00	-11.95%	777,475.00	0.71%	782,988.00
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%		0.00%	
b. Other Uses	7630-7699	0.00	0.00%		0.00%	
10. Other Adjustments (Explain in Section F below)						
11. Total (Sum lines B1 thru B10)		43,405,162.00	-7.66%	40,081,572.00	1.64%	40,738,563.00
<b>C. NET INCREASE (DECREASE) IN FUND BALANCE</b>						
(Line A6 minus line B11)						
		(497,376.00)		(1,594,913.00)		0.00
<b>D. FUND BALANCE</b>						
1. Net Beginning Fund Balance (Form 01, line F1e)		2,092,289.00		1,594,913.00		0.00
2. Ending Fund Balance (Sum lines C and D1)		1,594,913.00		0.00		0.00
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	0.00				
b. Restricted	9740	1,594,913.00				
c. Committed						
1. Stabilization Arrangements	9750					
2. Other Commitments	9760					
d. Assigned	9780					
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789					
2. Unassigned/Unappropriated	9790	0.00		0.00		0.00
f. Total Components of Ending Fund Balance						
(Line D3f must agree with line D2)		1,594,913.00		0.00		0.00

Description	Object Codes	2015-16 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2016-17 Projection (C)	% Change (Cols. E-C/C) (D)	2017-18 Projection (E)
<b>E. AVAILABLE RESERVES</b>						
<b>1. General Fund</b>						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
(Enter reserve projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted.)						
<b>2. Special Reserve Fund - Noncapital Outlay (Fund 17)</b>						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
<b>3. Total Available Reserves (Sum lines E1a thru E2c)</b>						

**F. ASSUMPTIONS**

Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.

Assumptions are based on School Services Dart Board; 2015/16 is final year of 3yr MSAP grant \$4M/year. Federal funding and expenditures are reduced in out years in relationship to this.

Description	Object Codes	2015-16 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2016-17 Projection (C)	% Change (Cols. E-C/C) (D)	2017-18 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
<b>A. REVENUES AND OTHER FINANCING SOURCES</b>						
1. LCFF/Revenue Limit Sources	8010-8099	148,879,400.00	1.87%	151,669,307.00	2.80%	155,909,159.00
2. Federal Revenues	8100-8299	13,685,506.00	-29.23%	9,685,506.00	0.00%	9,685,506.00
3. Other State Revenues	8300-8599	10,578,603.00	0.00%	10,578,603.00	0.00%	10,578,603.00
4. Other Local Revenues	8600-8799	8,424,060.00	0.00%	8,424,060.00	0.00%	8,424,060.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	0.00	0.00%	32,630,324.00	13.80%	37,134,132.00
6. Total (Sum lines A1 thru A5c)		181,567,569.00	17.30%	212,987,800.00	4.11%	221,731,460.00
<b>B. EXPENDITURES AND OTHER FINANCING USES</b>						
1. Certificated Salaries						
a. Base Salaries				79,306,159.00		79,365,585.00
b. Step & Column Adjustment				785,506.00		832,175.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(726,080.00)		0.00
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	79,306,159.00	0.07%	79,365,585.00	1.05%	80,197,760.00
2. Classified Salaries						
a. Base Salaries				28,124,044.00		28,345,091.00
b. Step & Column Adjustment				378,308.00		294,824.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(157,261.00)		0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	28,124,044.00	0.79%	28,345,091.00	1.04%	28,639,915.00
3. Employee Benefits	3000-3999	35,706,510.00	7.13%	38,253,803.00	1.53%	38,837,765.00
4. Books and Supplies	4000-4999	13,872,177.00	-8.17%	12,739,403.00	2.60%	13,070,627.00
5. Services and Other Operating Expenditures	5000-5999	19,553,208.00	-4.14%	18,744,157.00	2.60%	19,231,506.00
6. Capital Outlay	6000-6999	85,000.00	-100.00%	0.00	0.00%	0.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	2,850,350.00	0.00%	2,850,350.00	0.00%	2,850,350.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(550,923.00)	2.00%	(561,941.00)	2.00%	(573,180.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	1,625,993.00	-7.75%	1,500,000.00	-16.67%	1,250,000.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments				0.00		0.00
11. Total (Sum lines B1 thru B10)		180,572,518.00	0.37%	181,236,448.00	1.25%	183,504,743.00
<b>C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)</b>						
		995,051.00		31,751,352.00		38,226,717.00
<b>D. FUND BALANCE</b>						
1. Net Beginning Fund Balance (Form 01, line F1e)		13,202,804.00		14,197,855.00		45,949,207.00
2. Ending Fund Balance (Sum lines C and D1)		14,197,855.00		45,949,207.00		84,175,924.00
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	120,000.00		0.00		0.00
b. Restricted	9740	1,594,913.00		0.00		0.00
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	0.00		0.00		0.00
d. Assigned	9780	2,100,000.00		2,150,000.00		2,200,000.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	5,417,176.00		5,437,094.00		5,505,143.00
2. Unassigned/Unappropriated	9790	4,965,766.00		38,362,113.00		76,470,781.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		14,197,855.00		45,949,207.00		84,175,924.00

Description	Object Codes	2015-16 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2016-17 Projection (C)	% Change (Cols. E-C/C) (D)	2017-18 Projection (E)
<b>E. AVAILABLE RESERVES</b>						
<b>1. General Fund</b>						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	5,417,176.00		5,437,094.00		5,505,143.00
c. Unassigned/Unappropriated	9790	4,965,766.00		38,362,113.00		76,470,781.00
d. Negative Restricted Ending Balances (Negative resources 2000-9999)	979Z			0.00		0.00
<b>2. Special Reserve Fund - Noncapital Outlay (Fund 17)</b>						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
<b>3. Total Available Reserves - by Amount (Sum lines E1a thru E2c)</b>		<b>10,382,942.00</b>		<b>43,799,207.00</b>		<b>81,975,924.00</b>
<b>4. Total Available Reserves - by Percent (Line E3 divided by Line F3c)</b>		<b>5.75%</b>		<b>24.17%</b>		<b>44.67%</b>
<b>F. RECOMMENDED RESERVES</b>						
<b>1. Special Education Pass-through Exclusions</b>						
For districts that serve as the administrative unit (AU) of a special education local plan area (SELPA):						
a. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?	Yes					
b. If you are the SELPA AU and are excluding special education pass-through funds:						
1. Enter the name(s) of the SELPA(s):						
<hr/>						
<b>2. Special education pass-through funds</b>						
(Column A: Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223; enter projections for subsequent years 1 and 2 in Columns C and E)						
		0.00				
<b>2. District ADA</b>						
Used to determine the reserve standard percentage level on line F3d (Col. A: Form A, Estimated P-2 ADA column, lines A6 and C4; enter projections)						
		16,464.23		16,464.23		16,464.23
<b>3. Calculating the Reserves</b>						
a. Expenditures and Other Financing Uses (Line B11)		180,572,518.00		181,236,448.00		183,504,743.00
b. Plus: Special Education Pass-through Funds (Line F1b2, if Line F1a is No)		0.00		0.00		0.00
c. Total Expenditures and Other Financing Uses (Line F3a plus line F3b)		180,572,518.00		181,236,448.00		183,504,743.00
d. Reserve Standard Percentage Level (Refer to Form 01CS, Criterion 10 for calculation details)		3%		3%		3%
e. Reserve Standard - By Percent (Line F3c times F3d)		5,417,175.54		5,437,093.44		5,505,142.29
f. Reserve Standard - By Amount (Refer to Form 01CS, Criterion 10 for calculation details)		0.00		0.00		0.00
g. Reserve Standard (Greater of Line F3e or F3f)		5,417,175.54		5,437,093.44		5,505,142.29
h. Available Reserves (Line E3) Meet Reserve Standard (Line F3g)		YES		YES		YES

## Appendix

### Budget Timelines and Decision Making Points

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There are numerous opportunities for the public to interact with the school district regarding the development of the school district's budget. Participation and comments by the community are always welcome, but there are some points when it is more advantageous for community participation than others. Those months showing an asterisk (\*) reflect times when comments from the community are especially welcome. The following identifies the critical developmental steps in:

- Budget development calendar
- Budget monitoring cycles
- Closing and auditing prior year revenues and expenses

#### **Budget Development Calendar**

➤ *December*

The process of developing the budget begins with a draft budget calendar. The draft calendar is reviewed and finalized by staff for presentation to the Board of Education for adoption in January. The calendar will list each of the incremental steps in the sequence of budget development.

➤ *January*

In January the budget calendar is presented to the Board of Education for adoption and it is likely that budget guidelines will be reviewed, revised, and a draft is made available for public review.

The Governor's proposed State Budget is released on January 10 of each year, and a discussion regarding the impact on the district is reviewed and highlighted with the Board of Education shortly thereafter.

➤ *February/March*

During these two months, the early guides regarding budget development are completed, and planning documents for district staff are distributed and then returned to the district office.

➤ *April\**

Development of the first preliminary budget is in the works. Board of Education priorities are considered for inclusion in the preliminary budget and potential expansions or reductions in program and personnel are completed.



➤ *May\**

In May, the Governor releases his “May Revise” with his proposed amendments for the development of the subsequent year’s budget for the State of California. The characteristics of the May Revise and its impact on public education are an important guide for determining the direction of the following year’s fiscal options. The district Governing Board will continue to evaluate the proposed budget for the coming fiscal year.

➤ *June\**

Final study sessions and hearings by the Board of Education are held on the development of the budget for the coming year. The public is welcome to comment on the proposed budget. The budget is adopted prior to July 1 of each year.

➤ *July*

In accordance with the State Constitution, the State Budget is adopted, and the process of closing the district’s books on the prior fiscal year’s revenues and expenditures begins. These two actions—establishment of prior-year revenues, expenses, and the district’s ending balance, and the adoption of the State’s final support levels for public education—are important steps in development of the final district expenditure plan.

➤ *August\**

In accord with State law, the district must amend its adopted budget to reflect the State of California’s actions within 45 days after the Governor’s signature on the State Budget. This revision is an important step in determining the final expenditure plans for the coming fiscal year. Concurrently, the county superintendent’s review and comments on the proposed budget are received by the district, and if the actions of the local agency have been disapproved by the county superintendent, additional review steps must be taken in the budget development.

An important step in the development of the final budget is an update on the beginning fund balances to reflect the unaudited actuals from the closeout of the prior fiscal year that ended on June 30. This beginning balance, along with the revised revenues as adopted in the Governor’s final budget, create the financial characteristics of the expenditure plan of the coming fiscal year.

## Budget Monitoring Cycles

➤ *October*

There are two points during the fiscal year when the local agency reviews the revenues and expenditures to date. The First Interim Report covers the district's expenditures through October 31, and provides projections of revenues and expenses for the balance of the fiscal year.

➤ *January\**

The Governing Board receives the First Interim Report in public session and reaches a conclusion as to whether its fiscal condition is positive, qualified, or negative. The Interim Report will reflect the projected ending balance of the district for the current fiscal year based upon actual revenues and expenditures through October 31 and estimated actuals for the balance of the fiscal year.

The Second Interim Report reflects actual revenues and expenditures through January of each year and also projects revenues and expenses through the balance of the fiscal year.

➤ *March\**

The Governing Board receives the Second Interim Report and again must reach conclusions as to whether the district has a positive, qualified, or negative certification.

This is the final interim review of the district's revenues and expenditures unless the Governing Board concludes that a "Third Interim Report" would also be helpful to the Board of Education.

## Closing and Auditing the Prior Fiscal Year

➤ *July/August*

The Governing Board must also take actions to close the prior fiscal year and to review the district's revenues and expenditures.

During the summer months, the district's staff closes the books for the prior fiscal year and develops estimated actual revenues and expense for each of the district accounts. In October, the final balances are reported to the State of California as part of an annual budget report.

➤ *December\**

The Governing Board additionally appoints an independent auditor to review the prior year's revenues and expenditures to develop the annual audit report and to fulfill obligations that are imposed on school district by an audit guide released by the California State Controller. In April, independent auditors begin their preliminary work on the annual audit and generally complete their work by the fall months. On or prior to December 15, the audit report is received by the Governing Board and any concerns either as part of the financial review or as part of the management notations are highlighted by the district's independent auditor.

Copies of the district's budget materials are available to the public for review. The entire district budget, interim reports, and audit reports are available from the district business office, and are also available to the public at the time they are being considered by the Board of Education.



## Appendix

### School District Budgets are Not Static Documents

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California school district revenues and expenditures are subject to constant change. School district budgets are not static documents, but instead are constantly being revised to respond to decisions at the state and federal level, as well as to the expenditure needs of the local agency.

Acceptance of the constant revision in district numbers is one of the biggest challenges in understanding a local agency budget. Yesterday's numbers are not today's numbers, and it almost seems as if someone is making up the statistics. But while there is a base cost of service, school districts operate on such a narrow income margin that even a small swing in revenues or costs can have a major impact on local agency decisions.

School district budgets are initially adopted in June of each year, but the changes in revenue and expense occur so often during the year that almost every school board meeting will include some new change in either district income or expense. The cycle of budget changes, however, has some rhythm so that it is possible to identify by month the most significant budget change dates.

#### CYCLE OF BUDGET CHANGES

##### **Early July or August**

Adoption of the state budget that determines the marginal change in school district revenues. In many cases it is the marginal revenue that has the most significant impact on district expenses. Districts must revise their budget within 45 days after the adoption of the State budget.

##### **Early August**

Recording of prior-year estimated actual expenses and determination of the estimated current-year beginning balance.

##### **Fall Months**

Receipt of the certification of income that the district will receive for district categorical programs—both continuing and new. Until the certifications are received, categorical—or restricted—expenditures are based on projections of income only.

##### **Late Summer, Fall, or Winter**

Conclusions of the district's collective bargaining agreement and determination of the final compensation amounts for district employees.

##### **Early January**

Presentation to the Governing Board of the First Interim Report, which reflects district income and expense to October 31 and a projection of income and expense for the balance of the year.

**September, October,  
January, and Springtime**

Calculation and recalculation of district ADA projections for the determination of current-year revenue limit income. Income is determined based on the average attendance of students until the Second Principal Apportionment, which is about the early part of April. ADA fluctuations can have a dramatic impact on district income—a loss of just one ADA can mean the loss of approximately \$4,660 in revenue limit income for the average school district.

**March**

Presentation to the Governing Board of the Second Interim Report, which reflects district income and expense to January 31, and a projection of income and expense for the balance of the year. The Interim Reports show a projected net ending balance for the district, which is a very important indicator of district fiscal health.

These are just some of the important budget change points during a typical school year. Note that most of the list does not even include changes in the cost of district materials or supplies. A district budget must also be constantly revised to reflect the change from estimated to actual cost for goods and services. School district budgets, just like a home budget, must be revised to reflect updated expenditures on everything from the cost of accounting services to the cost of worker's compensation, from the cost of air conditioning to the cost of video machine repairs.

Accurate school district budgeting is a never-ending process.



## Appendix

### Glossary of Common School Finance Terms

**ADA** Average daily attendance. There are several kinds of attendance, and these are counted in different ways. For regular attendance, ADA is equal to the average number of pupils actually attending classes who are enrolled for at least the minimum school day. In classes for adults and ROC/P, one unit of ADA is credited for each 525 classroom hours. Attendance is counted every day of the school year and is reported to the California Department of Education three times a year (see Attendance Reports). See also Concurrently Enrolled for a further definition of ADA.

**AB 1200** Reference to AB 1200 (Chapter 1213/1991) that imposed major fiscal accountability controls on school districts and county offices of education, by establishing significant administrative hurdles and obligations for agency budgets and fiscal practices. See especially Education Code Section 1240 et sec. and 42131 et sec.

**Accrual Basis Accounting** Transactions are recorded when they have been reduced to a legal or contractual right or obligation to receive or pay out cash or other resources.

**Ad valorem taxes** Taxes based on the value of property -- such as the standard property tax -- are called ad valorem taxes. The only new taxes based on the value of property that are allowed today are those imposed with a two-thirds voter approval for capital facilities bonded indebtedness. Ever since Proposition 13, properties in California are adjusted to the true market value only at the time of property transfer.

**Apportionment** State aid given to a school district or county office of education. Apportionments are calculated three times for each school year. The First Principal Apportionment (P-1) is calculated in February of the school year corresponding to the P-1 ADA (see Attendance Reports); the Second Principal Apportionment (P-2) is calculated in June corresponding to the P-2 ADA; and, the annual recalculation of the apportionment is made in February following the school year and is based on P-2 ADA, except for programs where the annual count of ADA is used.

**Appropriation Bill** A bill before the Legislature authorizing the expenditure of public money and stipulating the amount, manner and purpose for the expenditure items.

**Appropriation For Contingencies** That portion of the current fiscal year's budget that is not appropriated for any specific purpose but is held subject to intrabudget transfer; i.e. transfer to other specific appropriation accounts as needed during the fiscal year.

**Assessed Valuation (also, assessed value)** The total value of property within a school district as determined by state and county assessors. The "AV" of a school district will influence the total property tax income of a school district. The percentage growth in statewide AV from one year to the next is an important ingredient in determining appropriations levels required from the state for fully funding district and county revenue limits, as well as for Proposition 98 calculations.

**Attendance Reports** Each school district reports its attendance three times during a school year. The First Principal Apportionment ADA, called the P-1 ADA or the P-1 count, is counted from July 1 through the last school month ending on or before December 31 of a school year. The Second Principal Apportionment ADA, called the P-2 ADA, is counted from July 1 through the last school month ending on or before April 15 of a school year. Fiscal or annual ADA is based on the count from July 1 through June 30. The final recalculation of the apportionment is based on the P-2 ADA except for adult education programs, regional occupational centers and programs and nonpublic school funding, all of which use the annual count of ADA. Also, under certain circumstances when a district has a very large influx of migrant students in the spring, a district may request the use of annual ADA in lieu of P-2 ADA.

**Base Revenue Limit** See Revenue Limit.

**Basic Aid** The California Constitution guarantees that each school district will receive a minimum amount of state aid, called "basic aid," equal to \$120 per ADA or \$2,400 per district, whichever is greater. "Basic aid school districts" are those eligible for the basic aid constitutional guarantee only, since all of the balance of the school districts' revenue limit is funded by local property taxes.

**Benefit Assessment Districts** See Maintenance Assessment Districts.

**Bonded Indebtedness** An obligation incurred by the sale of bonds for acquisition of school facilities or other capital expenditures. Since 1986, districts have been able to levy a local property tax to amortize bonded indebtedness provided the taxes are approved by a two-thirds vote of the electorate.

**Cafeteria Plan** A written plan for the health and welfare benefits of district employees, under which the employees may select from two or more particular benefits, to which payroll deductions may be paid. If the plan meets IRS regulations, the deductions (salary reductions) are not subject to income tax. The main advantage, thus, is to allow employees to purchase benefits (such as health insurance, disability protection, group life insurance, group legal protection, and dental insurance) with "before-tax" dollars.

**Categorical Aid** Funds from the state or federal government granted to qualifying school districts for specialized programs regulated and controlled by federal or state law or regulation. Examples include programs for: children with special needs, such as special education; special programs, such as the School Improvement Program; or, special purposes, such as transportation. Expenditure of most categorical aid is restricted to its particular purpose. The funds are granted to districts in addition to their revenue limits.

**CBEST** The California Basic Education Skills Test. Required of anyone seeking certification as a teacher, the test measures proficiency in reading, writing and mathematics.

**CBEDS** California Basic Education Data System -- the statewide system of collecting enrollment, staffing, and salary data from all school districts on an "Information Day" each October.

**Certificated Personnel** School employees who hold positions for which a credential is required by the state -- teachers, librarians, counselors, and most administrators.

**Classified Personnel** School employees who hold positions that do not require a credential, like aides, custodians, etc.

**Class Size Penalties** The penalties imposed on school districts that have classes in excess of certain maximum sizes. Class size penalties result in a reduction in ADA which, in turn, results in a loss in revenue limit income. (See Education Code Section 41376).

**Concurrently Enrolled** Pupils who are enrolled both in a regular program for at least the minimum school day and also in a regional occupational center or program (ROC/P) or class for adults. Such a student will generate both regular ADA for the time in the regular program plus concurrently enrolled ADA for the time in ROC/P or adult classes. By qualifying for both regular ADA and concurrently enrolled ADA, such a student can generate more than one unit of ADA.

**Consumer Price Index (CPI)** A measure of the cost of living compiled by the United States Bureau of Labor Statistics. Separate indices of inflation are calculated regularly for the United States, California, some regions within California, and selected cities. The CPI is one of several measures of economic change.

**Cost-of-Living Adjustment (COLA)** An increase in funding for government programs, including revenue limits or categorical programs. Current law ties the COLA for most education programs to the annual percentage change in the "Implicit Price Deflator" for State and Local Governments -- a government price index. (See Education Code Section 42238.1.)

**Credentialed Teacher** One holding a credential to teach issued by the State Commission on Teacher Credentialing. A credential is issued to those who have successfully completed all college training and courses required by the State, have graduated from an accredited college or university, have met any other state requirements, and have passed the California Basic Education (CBEST).

**Criteria and Standards** Local district budgets must meet state-adopted provisions of "criteria and standards." These provisions establish minimum fiscal standards that school districts, county offices of education and the State use to monitor district fiscal solvency and accountability. (See Education Code Sections 33127 et sec.)

**Declining Enrollment Adjustment** A formula that cushions the drop in income in a district with a shrinking student population. Under current law, districts can count the higher of either last or current year ADA.

**Deficit Factor** When an appropriation to the State School Fund for revenue limits -- or for any specific categorical program -- is insufficient to pay all claims for state aid, a deficit factor is applied to reduce the allocation of state aid to the amount appropriated.

**Economic Impact Aid (EIA)** State categorical aid for districts with concentrations of children who are bilingual, transient or from low income families.

**Encroachment** The expenditure of school districts' general purpose funds in support of a categorical program, i.e. the categorical expense "encroaches" into the district's general fund for support.



Encroachment occurs in most districts and county offices that provide special education and transportation. Other encroachment is caused by deficit factors or local decisions to allocate general-purpose funds to special purpose programs.

**Encumbrances** Obligations in the form of purchase orders, contracts, salaries, and other commitments chargeable to an appropriations for which a part of the appropriation is reserved.

**Ending Balance** Generally a reference to a school district's net ending balance of their general fund. The ending balance is divided into restricted and unrestricted funds that a school district has remaining at the end of a fiscal year. A school district must have a "Reserve for Economic Uncertainties" within their ending balance which meet the criteria and standards minimums as established by the State Board of Education.

**Equalization Aid** The extra state aid provided in some years -- such as 1995-96 -- to a low revenue district to increase its base revenue limit toward the statewide average.

**ERAF** Education Revenue Augmentation Fund -- the fund used to collect the property taxes shifted from cities, the county and special districts within each county prior to their distribution to K-14 school agencies.

**Factfinding** The culmination of the Impasse Procedures, Article 9, of the State's collective bargaining law. A tripartite panel, with the chairperson appointed and paid for by PERB, considers several specifically enumerated facts and makes findings of fact and recommendations in terms of settlement to a negotiating agreement. Such recommendations are advisory only and may be adopted or rejected in whole or in part by the parties. (See Government code Section 3540 et. al.)

**Forest Reserve Funds** Twenty-five percent of funds received by a county from the United States Government from rentals of forest reserve lands are apportioned among the various districts in the county according to scholastic population.

**Full-Time Equivalent (FTE)** The ratio of time expended in a part-time position to that of a full-time position. The ratio is derived by dividing the amount of employed time required in the part-time position by the amount of employed time required in a corresponding full-time position.

**Gann Spending Limit** A ceiling, or limit, on each year's appropriations of tax dollars by the state, cities, counties, school districts, and special districts. Proposition 4, an initiative passed in November 1979, added appropriations limits in Article XIII B of the California Constitution. Using 1978-79 as a base year, subsequent years' limits have been adjusted for: (1) an inflation increase equal to the change in the Consumer Price Index or per capita personal income, whichever is smaller; and, (2) the change in population or, for school agencies, change in ADA. Proposition 111, adopted in June 1990, amended the Gann limit inflation factor to be based only on the change in per capita personal income.

**General Obligation Bonds** Bonds that are a "general obligation" of the government agency issuing them, i.e. their repayment is not tied to a selected revenue stream. Bond elections in a school district must be approved by a two-thirds vote of the electorate, but state bond measures require only a majority vote.

**Gifted and Talented Education (GATE)** Students in grades 1 through 12 who have shown potential abilities of high performance capability and needing differentiated or accelerated education. "Gifted child educational programs" are those special instructional programs, supportive services, unique educational materials, learning settings, and other services which differentiate, supplement, and support the regular educational program in meeting the needs of gifted students.

**Governmental Accounting Standards Board Statement No. 34 (GASB 34)** An accounting standard issued by the Governmental Accounting Standards Board, a non-profit agency. State and local agencies in the United States, including state, county, cities and school agencies, are required to report in this format effective for those periods beginning after June 15, 1999. A three-year phase-in period is utilized by the statement based on the school agency's revenues in all Governmental and Enterprise Funds in the Audited Financial Report as of June 30, 1999, to determine the year in which a school agency must comply. The Government-wide Financial Statements include financial information by Function. School agencies continue to account for the day-to-day accounting activities on the modified accrual basis of accounting.

**High Expenditure Districts** Districts whose revenue limit per child is greater than the state average for similar districts. Most high expenditure districts were formerly called "high wealth" because their assessed value per ADA was significantly above the statewide average.

**Implicit Price Deflator** See Cost-of-Living Adjustment.

**Indirect Expense and Overhead** Those elements of indirect cost necessary in the operation of the district or in the performance of a service that are of such nature that the amount applicable to each accounting unit cannot be separately identified. Examples of indirect costs include expenses for the Board of Education, superintendent and the business office.

**Individualized Education Program (IEP)** A written agreement between a school district and parents or guardians of a handicapped child specifying an educational program tailored to the needs of the child, in accordance with PL 94-142 regulations. The program is comprised of a placement team consisting of a certified district employee who is qualified to supervise special education, the child's teacher, one or both parents, the child, if appropriate, and other individuals at the discretion of the parent or school. The program must include a statement of the child's present levels of educational performance, a statement of annual goals and short term instructional objectives, a statement of the specific special education and related services to be provided to the child, the extent to which the child will participate in regular education programs, the projected dates for starting services, appropriate objective criteria, evaluation procedures, and schedules for determining, on at least an annual basis, whether the short term instructional objectives are being achieved.

**Least Restrictive Environment** Federal law requires handicapped students be placed so that they can, to the extent appropriate to their individual needs and abilities, be educated with nonhandicapped students.

**Leveling Down** Lowering the revenue level of high revenue districts to promote revenue equity among school districts.

**Leveling Up** Raising up the revenue level of low revenue districts to promote revenue equity among school districts.

**Mandated Costs** School district expenses that occur because of federal or state laws, decisions of state or federal courts, federal or state administrative regulations. See California Constitution, Article XIII B, Section 6.

**Maintenance Assessment Districts** Local agencies, including school agencies, may charge property owners a fee for the benefit derived by the property as a result of local agency service improvements. (See Lighting and Landscape Act of 1972, Section 22500 of the Street and Highways Code.) School agencies can impose the "fee" by a vote of the local governing board only, but the agency must show a benefit to each fee payer.

**Maintenance Factor** See Proposition 98.

**Miscellaneous Funds** Local revenues received from royalties, bonuses, and other payments in lieu of taxes. Fifty percent of such revenues are used as an offset to state aid in the revenue limit formulas.

**Necessary Small School** An elementary school with less than 101 ADA or high school with less than 301 ADA that meets the standards of being "necessary." (See Education Code Sections 42280 et seq.)

**Parcel Tax** A special tax that is a flat amount per parcel and not ad valorem based (i.e. not according to the value of the property). Parcel taxes must be approved by a two-thirds vote of the electorate. (See Government Code Section 50079, et al.)

**PERB** Public Employment Relations Board. Five persons appointed by the Governor to regulate collective bargaining between site and school employers and employee organizations. (See Government Code Sections 3541, et al.)

**Permissive Override Tax** Prior to Proposition 13, any of a number of local tax levies that were for specific purposes and that required only the permission of a school board to be levied. Districts, due to the limitations in property taxes from Proposition 13, are no longer allowed to levy such taxes.

**PERS** Public Employees' Retirement System. State law requires that classified employees, their employer, and the state contribute to this retirement fund. The fund is the largest public pension fund in the world with over \$150 billion in investments.

**PL81-874** A federal program of "Impact Aid" which provides funds to districts which educate children whose families live or work on federal property, such as military bases. Also called "PL874."

**PL94-142** Federal law that mandates a "free and appropriate" education for all handicapped children.

**Prior Year's Taxes** Tax revenues that had been delinquent in a prior year and that are received in the current fiscal year. These revenues offset state aid in the current year in the revenue limit formula.

**Proposition 13** An initiative amendment passed in June 1978 adding Article XIII A to the California Constitution. Tax rates on secured property are restricted to no more than 1% of full cash value. Proposition 13 also defined assessed value and required a two-thirds vote to change existing or levy other non property or "special" taxes.

**Proposition 98** An initiative adopted in 1988 and then amended by Proposition 111 in 1990; Proposition 98 contains three major provisions: (1) a minimum level of state funding for K-14 school agencies (unless suspended by the Legislature); (2) a formula for allocating any state tax revenues in excess of the state's Gann Limit; and, (3) the requirement that a School Accountability Report Card be prepared for every school. The minimum funding base is set equal to the greater of the amount of state aid determined by two formulas, commonly called "Test 1" and "Test 2" -- unless an alternative formula, known as "Test 3," applies.

- "Test 1" originally provided that K-14 school agencies shall receive at least 40.319% of state general fund tax revenues in each year, the same percentage as was appropriated for K-14 school agencies in 1986-87. Due to the shift in property taxes from local governments to K-14 agencies, the "Test 1" percentage has been reset at 34.0%.
- "Test 2" provides that K-14 school agencies shall receive at least the same amount of combined state aid and local tax dollars as was received in the prior year, adjusted for the statewide growth in K-12 ADA and an inflation factor equal to the annual percentage change in per capita personal income.
- "Test 3" only applies in years in which the annual percentage change in per capita state general fund tax revenues plus 1/2% is lower than the "Test 2" inflation factor (i.e. change in per capita personal income), and in this case the "Test 2" inflation factor is reduced to the annual percentage change in per capita state general fund tax revenues plus 1/2%.

One of the provisions of Proposition 98/111 is that if the minimum funding level is reduced due either to "Test 3" or the suspension of the minimum funding level by the Legislature and Governor, a "maintenance factor" is calculated as the amount of the funding reduction. In subsequent years when state taxes grow quickly, this "maintenance factor" is added to the minimum funding level until the funding base is fully restored.

**Purchase Order** An encumbrance document that shows the vendor from whom a purchase is being made, what is being purchased by the school district, the amount of the purchase, the fund from which the purchase is being made (general, building or bond fund), an accounting code to which the purchase shall be applied, the signature or initial approval of the designed central office personnel responsible for approving the ordering of goods.

**Reduction-in-Force (RIF)** The process whereby employment is terminated because of a need to reduce the staff rather than because of any performance inadequacies of the employee.

**Reserves** Funds set aside in a school district budget to provide for estimated future expenditures or to offset future losses, for working capital, or for other purposes.

**Revenue Limit** The amount of revenue that a district can collect annually for general purposes from local property taxes and state aid. The revenue limit is composed of a base revenue limit -- a basic education amount per unit of ADA computed by formula each year from the previous year's base revenue limit -- and any of the number of revenue limit adjustments that are computed anew each year.

The total revenue limit of a school district is generally determined by multiplying the district's P-2 ADA times the base revenue limit, adding the applicable revenue limit adjustments and applying a deficit factor.

**Revolving Cash Fund** A stated amount of money used primarily for emergency or small or sundry disbursements and reimbursed periodically through properly documented expenditures, which are summarized and charged to proper accounting classifications.

**ROC/P** Regional Occupational Center or Program -- a vocational educational program for high school students and adults. A ROC/P may be operated by a single district, by a consortium of districts under a joint powers agreement (JPA), or by a county office of education for districts within the county.

**SB 90** Reference to Senate Bill 90/1972 that established the revenue limit system for funding school districts. The first revenue limit amount was determined by dividing the district's 1972-73 state and local income by that year's ADA. This per-ADA amount is the historical base for all subsequent revenue limit calculations.

**SB 813** Reference to Senate Bill 813/1983 that provided a series of education "reforms" in funding calculations. Longer day, longer year, mentor teachers, and beginning teacher salary adjustments are a few of the programs implemented by this 1983 legislation.

**SACS** Standardized Account Code Structure is new method for school agencies to account for their revenue and expenditures. Districts will use a 22-digit accounting record that will allow agencies to track costs by resource, program goal and function as well as by object code. Local agencies are moving incrementally to the new system and all districts will account by this method by 2002.

**Scope of Bargaining** The range of subjects that are negotiated between school districts and employee organizations during the collective bargaining process. Scope includes matters relating to wages, hours, and working conditions as defined in the government code. PERB and the courts are responsible for interpreting disputes about scope.

**Secured Roll** That portion of the assessed value that is stationary, i.e., land and buildings. See also Unsecured Roll. The secured roll averages about 90% of the taxable property in a district.

**Serrano Decision** In 1974, the California Superior Court in Los Angeles County ruled in the Serrano v. Priest case that school district revenues in California depended so heavily on local

property taxes that students in districts with a low assessed value per pupil were denied an equal educational opportunity in violation of the "Equal Protection" clause of the California Constitution. This ruling established certain standards under which the school finance system would be constitutional and was upheld by the California Supreme Court in 1976. In 1983, the California Superior Court in Los Angeles County ruled that the system of school finance in effect at that time was in compliance with the earlier Court order. The case was subsequently appealed to the Appellate Court that upheld the Superior Court ruling. In March 1989, all of the plaintiffs in the case agreed to dismiss their appeals, thereby settling Serrano as a legal issue.

**Slippage** Savings in state school fund appropriations because of revenues raised when the assessed value of property grows at a faster rate than a district cost-of-living and enrollment growth. When property tax income is greater than the district's allowed growth, state aid to the district declines, creating a "slippage" in state expense.

**Squeeze Formula** The formula used from 1973-74 through 1981-82 for the calculation of the annual inflation increase in the base revenue limit that provided smaller-than-average increases to high revenue districts. This formula thus "squeezed" the revenues of high revenue districts as a means of promoting revenue equalization. Effective 1983-84, the squeeze formula was eliminated and all districts of the same type now receive the same dollar inflation increase.

**State Allocation Board (SAB)** The regulatory agency that controls most state-aided capital outlay and deferred maintenance projects and distributes funds for them.

**State School Fund** Each year the state appropriates money to this fund, which is then used to make state aid payments to school districts. Section A of the State School Fund is for K-12 education and Section B is for community college education.

**STRS** The State Teachers' Retirement System, funded by certificated employees, their employer and the state.

**Subventions** The term used to describe assistance or financial support, usually from higher governmental units to local governments or school agencies. State aid to school agencies is a state subvention.

**Sunset** The termination of a categorical program. A schedule is in current law for the Legislature to consider the "sunset" of most state categorical programs. If a program sunsets under this schedule, the funding for the program shall continue but the specific regulations shall no longer apply.

**Supplemental Roll** An additional property tax assessment required by local county auditors due to a revision in the AB 8 tax collections. The roll is for those properties for which occupancy permits are issued after the property tax lien date, built prior to the end of the fiscal year; i.e. between March 1 and June 30.

**Test 1/Test 2/Test 3** See Proposition 98.

**Title 1** Provides federal financial assistance to districts to meet the special education needs of educationally deprived children, i.e. children whose educational attainment is below the level appropriate for children of their age. Funding is to supplement services in reading, language arts and mathematics to identified students.

**Unduplicated Count** The number of pupils receiving special education or special services under the Master Plan for Special Education on the census dates of December 1 and April 1. Even though a pupil may receive multiple services, each pupil is counted only once in the unduplicated count.

**Unencumbered Balance** That portion of an appropriation or allotment not yet expended or obligated.

**Unsecured Roll** That portion of assessed property that is movable, such as boats, planes, etc.

**Waivers** Permission from the State Board of Education -- or, in some cases, from the Superintendent of Public Instruction -- to set aside the requirements of an Education Code provision upon the request of a school district. (See Education Code Section 33050.)

BOARD AGENDA ITEM

Name of Contributor: Dr. Morales

Date of Meeting: June 24, 2015

- Study Session \_\_\_\_\_
- A. Preliminary \_\_\_\_\_
- B. Hearing: \_\_\_\_\_
- C. Consent Agenda \_\_\_\_\_
- D. Action Items   X
- E. Report/Discussion Items (no action) \_\_\_\_\_
- F. Board Policies 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

Consideration and Approval of Project Labor Agreement #15-43 For Oxnard School District's Elm Elementary School Project (Dr. Morales)

In October 2014, the Board considered presentations on the pros and cons of project labor agreements. The Board provided direction to have a project labor agreement that would be specific to the District developed for Board consideration. Over the past seven months, the District has developed and negotiated with the Tri-Counties Building and Construction Trades Council a Project Labor Agreement (PLA), that is specific to the District, for the construction of the Elm Elementary School project. The District and the Tri-Counties Building and Construction Trades Council have drafted a mutually beneficial agreement intended to promote efficiency of construction operations on the Elm Elementary School project.

The key provisions of the PLA for OSD are as follows:

- All contractors and sub-contractors awarded work on the Elm Elementary School project, will accept and agree to be bound by all the terms and conditions of this PLA.
- The PLA encourages close cooperation among the Contractor/Employer(s) and the Union(s) to construct the project in an expeditious, continuous, harmonious and cost effective manner.
- This PLA is specifically for the Elm Elementary School project. Additional projects may be added to this agreement at the District's sole discretion.
- A 25% local worker goal has been established for the project. Local workers are defined in three tiers: 1. District Residents 2. District Graduates and 3. Ventura County Residents.
- Unions agree that there will be no strikes, work stoppages or lockouts.
- The project will have a preconstruction conference with the contractor, sub-contractors and union trade representatives to discuss scope, schedule and resolve any scope assignment issues.
- Contractor and sub-contractors are able to hire five (5) core employees from their existing workforce as long as they register with the appropriate union hiring hall and the employer pays into the appropriate fringe benefit fund.



- Contractors are required to pay prevailing wage rates to their employees and to certify that they are paying contributions to the established fringe benefit funds for each hour worked on the project.
- A 6 member joint administrative committee (3 District Representatives and 3 Union Representatives) will be formed to address any disputes arising out of meaning, interpretation and application of the provisions of this agreement.
- The Contractors and the Unions agree to use the Center for Military Recruitment, Assessment and Veterans Employment and the center's "Helmets to Hardhats" program. This will promote the employment of veterans who are interested in careers in the building and construction industry.

**RECOMMENDATION:**

It is recommended that the Board of Trustees consider and approve Agreement #15-43 Project Labor Agreement For Oxnard School District's Elm Elementary School Project.

**ADDITIONAL MATERIAL:**

- Agreement #15-43 Project Labor Agreement For Oxnard School District's Elm Elementary School Project

**GOALS:**

- *Goal 1: Improve Communication With Community and Staff*
- *Goal 5: Adopt and Implement A Comprehensive Facilities Program That Improves Student Performance, Maximizes State Funding Opportunities and Reduces Overcrowding at Existing School Sites*

**PROJECT LABOR AGREEMENT  
FOR OXNARD SCHOOL DISTRICT'S  
ELM ELEMENTARY SCHOOL PROJECT**

The purpose of this Project Labor Agreement for Oxnard School District's Elm Elementary School Project is to promote efficiency of construction operations during the Oxnard School District's Elm Elementary School Construction and Modernization Project as defined herein, and to provide employment opportunities for local workers to participate in the construction of the Project, and for peaceful settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the Project.

WHEREAS, the timely and successful completion of the Project is of the utmost importance to the Oxnard School District ("District") to meet the educational needs of the District's students and to avoid increased costs resulting from delays in construction; and

WHEREAS, the Agreement provides a level of accountability that will greatly reduce if not eliminate the exploitation of workers and circumvention of the Labor Code as it applies to the payment of prevailing wages and will save the District financial and human resources in prevailing wage enforcement; and

WHEREAS, large numbers of workers of various skills will be required in the performance of the construction work, including those to be represented by the Tri Counties Building and Construction Trade Council, AFL-CIO and the signatory Craft Councils and Unions signing this Agreement. All of the above-listed entities, which have executed this Agreement, shall be referred to collectively as the "Parties" and individually as a "Party;" and

WHEREAS, the interests of the general public, the District, the Unions and Contractor/Employer(s) would be best served if the construction work proceeded in an orderly manner without disruption because of strikes, sympathy strikes, work stoppages, picketing, lockouts, slowdowns or other interferences with work; and

WHEREAS, the Contractor/Employers and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the Project by the Contractor/Employer(s), and, further, to encourage close cooperation among the Contractor/Employer(s) and the Union(s) to the end that a satisfactory, continuous and harmonious relationship will exist among the parties to this Agreement; and

WHEREAS, the Agreement is not intended to replace, interfere, abrogate, diminish or modify existing local or national collective bargaining agreements in effect during the duration of the Project, insofar as a legally binding agreement exists between the Contractor/Employer(s) and the affected Union(s) except to the extent that the provisions of this Agreement are inconsistent with said collective bargaining agreements, in which event, the provisions of this Agreement shall prevail; and

WHEREAS, the contracts for construction work on the Project will be awarded in accordance with the applicable provisions of the Public Contract Code, Education Code and other applicable California law; and

WHEREAS, the District places high priority upon the development of comprehensive programs for the recruitment, training and employment of local area residents and has identified the need to prepare its students for lifelong careers and continuing education, recognizing the ability of local apprenticeship programs to provide meaningful and sustainable careers in the building and construction industry; and

WHEREAS, the parties to this Agreement pledge their full good faith and trust to work towards a mutually satisfactory completion of the Project; and

WHEREAS, by requiring, as a condition of performing work on the Project, Contractor/Employers to provide training and employment opportunities to local residents registered in apprenticeship programs, the residents of the District, the District and the residents of the District desiring training all benefit.

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES HERETO, AS FOLLOWS:

**ARTICLE 1.  
DEFINITIONS**

- 1.1. "Agreement" means this Project Labor Agreement for Oxnard School District's Elm Elementary School Project, plus appendices A, B, C and D.
- 1.2. "Apprentice" shall mean those employees registered and participating in Bona Fide Joint Labor/Management Apprenticeship Programs approved by the Division of Apprenticeship Standards, Department of Industrial Relations of the State of California.
- 1.3. "Contractor/Employer(s)", "Contractor(s)", and "Employer(s)" means any individual, firm, partnership, or corporation, or combination thereof, including joint ventures, which as an Independent Contractor has entered into a Construction Services Agreement or Contract with the District with respect to the Project Work, or with another Contractor as a subcontractor of whatever tier utilized by such Contractors for Project Work.
- 1.4. "Construction Services Agreement" means a public works contract not excluded in this Agreement which will be signed by the District and which is necessary to complete the Project.
- 1.5. "District Graduate" is a person who has graduated from a District school, regardless of their current place of residence.

- 1.6. “DSA” means Division of State Architect.
- 1.7. “Bona Fide Apprenticeship Program” means a Joint Labor/Management Apprenticeship Program approved by the State Division of Apprenticeship Standards that has graduated apprentices annually for at least the past five (5) years.
- 1.8. “Letter of Assent” as used in this Agreement means the document that each Contractor (of any tier) must sign and submit to the PLA Coordinator and the Council, before beginning any Project Work, which formally binds them to adhere to all the forms, requirements and conditions of this Agreement, in the letter attached hereto as Appendix A.
- 1.9. “Oxnard Resident” for purposes of this Agreement are defined as those residents living within the zip codes within the jurisdictional boundary of the District, or the City of Oxnard, as well as any District Graduates, regardless of their residence.
- 1.10. “PLA Coordinator” means the person(s) or business entity(ies) designated by the District to manage, coordinate and administer the implementation of this Agreement.
- 1.11. “Project” is defined to include all phases of the construction of new facilities and upgrading and repair to all existing facilities on the Elm Elementary School campus covered in the Construction Services Agreement executed by the District.
- 1.12. “Project Manager” means the person(s) or business entity(ies) designated by the District to manage, coordinate and administer all phases of construction on the Project.
- 1.13. “Union” or “Unions” means the Tri-County Building and Construction Trades Council, AFL-CIO, and the signatory Craft Councils and Unions signing this Agreement. (“Signatory Unions”).
- 1.14. “Schedule A Agreements,” as used in this Agreement, means the Master Labor Agreements of the signatory Unions having jurisdiction over the Project Work and which have signed this Agreement.

## **ARTICLE 2. SCOPE OF AGREEMENT**

- 2.1. Parties: The Agreement shall apply and is limited to all Contractors/Employer(s) performing Construction Services Agreements on the Project, the District and the

Tri-County Building and Construction Trades Council, AFL-CIO (“Council”), and the Signatory Unions. It is agreed that liability under this Agreement is several and not joint.

- 2.2. The District will apply the Agreement as a contract specification to the award of Construction Services Agreements identified by the District for the Project, issued after the date of this Agreement.
- 2.3. The District shall designate a “PLA Coordinator,” either from its own staff or an independent contractor acting on behalf of the District, to monitor compliance with this Agreement; assist, as the authorized representative of the District, in developing and implementing the programs referenced herein, all of which are critical to fulfilling the intent and purposes of the Parties and this Agreement; and, to otherwise implement and administer this Agreement.

2.4. Covered Work:

- 2.4.1. This Agreement shall apply to all on-site construction, demolition, alteration, painting or repair of buildings, structures, landscaping, temporary fencing and other works and related activities for the Project that is within the craft jurisdiction of one of the Unions and that is part of the Project, including, without limitation, pipelines, site preparation, demolition of existing structures and all construction, demolition or improvements required to be performed as a condition of approval by any public agency.
- 2.4.2. The on-site installation or application of all items shall be performed by the craft having jurisdiction over such work as set forth under the provisions of this Agreement; provided, however, it is recognized that installation of specialty items which may be furnished by the District or a Contractor shall be performed by construction persons employed under this Agreement who may be directed by other personnel in a supervisory role; provided, however, in limited circumstances requiring special knowledge of the particular item(s), such work may be performed by construction persons of the vendor or other companies where necessary to protect a manufacturer’s warranty. The issue of whether it is necessary to use construction persons of the vendor or other companies to protect the manufacturer’s warranty shall be subject to the grievance and arbitration procedures set forth in Article 13 of this Agreement.
- 2.4.3. Work covered by this Agreement shall be performed pursuant to the terms and conditions of this Agreement regardless of the project delivery method.
- 2.4.4. It is recognized that certain equipment of a highly technical and specialized nature may be installed at the Project work site. The nature of the equipment, together with the requirements for manufacturer's warranties, may dictate that it be prefabricated, pre-piped and/or pre-wired and that it be

installed under the supervision and direction of the District's and/or manufacturer' s personnel. The Unions agree to install such material, equipment and systems without incident, or allow such installation to be performed by the manufacturer or a contractor designated by the manufacturer, where the Unions are unable to perform such work. Prior to any such installation, manufacturer or General Contractor will discuss the issue with the affected Union.

- 2.4.5. If any disagreement between Contractor/Employer(s) and a Union or Unions concerning the methods of implementation or installation of any equipment, or device or item, or method of work, arises, or whether a particular part or pre-assembled item is a standardized or catalog part or item, the work will precede as directed by the Contractor and the parties shall immediately consult over the matter. If the disagreement is not resolved, the affected Union(s) shall have the right to the procedures set forth in Article 13;
  - 2.4.6. The Parties understand that the District may at any time, and at its sole discretion, determine to build segments of other Projects under this Agreement, which are not currently proposed.
- 2.5. Work excluded from this Agreement includes, but is not limited to, the following:
- 2.5.1.1. Work of non-manual employees, including but not limited to, superintendents, supervisors, architects and other design professionals, staff engineers, municipal inspectors, DSA inspectors of record, information technology installers and technicians, safety personnel, timekeepers, mail carriers, clerks, emergency medical and first aid technicians, and other professional, engineering, administrative, supervisory and management employees and specifically specialized work such as system programming and startup, design, and other crafts not covered under a Master Labor Agreement;
  - 2.5.1.2. Maintenance of equipment and machinery owned or controlled and operated by the District or a Contractor/Employer or their direct employees;
  - 2.5.1.3. All off-site manufacture and handling of materials, equipment or machinery (except at dedicated staging, lay-down, or storage areas) which is not covered by the fabrication provision in the Master Labor Agreement of one of the Unions;
  - 2.5.1.4. All employees of the District, PLA Coordinator, design teams (including, but not limited to architects, engineers and master planners), or any other consultants for the District (including, but not limited to,

project managers and construction managers and their employees not engaged in Project Work) and their sub-consultants, and other employees of professional service organizations, not performing manual labor within the scope of this Agreement; provided, however, that it is understood and agreed that Building/Construction Inspector and Field Soils and Materials Testers (Inspectors) are a covered craft under the PLA. (This inclusion applies to the scope of work defined in the Schedule A Agreement for said craft. Every Inspector performing under the Wage classification of Building/Construction Inspector and Field Soils and Material Testers under a professional services agreement or a construction contract shall be bound to all applicable requirements of the PLA.) Covered Work as defined by this Agreement shall be performed pursuant to the terms and conditions of this Agreement regardless of the manner in which the work was awarded;

2.5.1.5. Any work performed on or near or leading to or into a site of work covered by this Agreement and undertaken by state, county, city or other governmental bodies, or their Contractors; or by public utilities, or their Contractors; and/or by the District or its Contractors (for work for which is not within the scope of this Agreement);

2.5.1.6. Maintenance of leased equipment and supervision of such maintenance of work;

2.5.1.7. Work by employees of a manufacturer or vendor necessary to maintain its warranty or guarantee;

2.5.1.8. Laboratory work for specialty testing; and

2.5.1.9. Non-construction support services contracted by the District, PLA Coordinator or Contractor/Employer in connection with the Project.

2.6. Project Labor Disputes: All Project labor disputes involving the application or interpretation of a Master Labor Agreement to which a Contractor/Employer(s) and a Signatory Union are parties shall be resolved pursuant to the resolution procedures of the Master Labor Agreement. All disputes relating to the interpretation or application of this Agreement shall be subject to resolution by the Joint Administrative Committee.

2.7. Coverage Exception: This Agreement shall not apply if the District receives funding or assistance from any Federal, State, local or other public entity for the Construction Contract if a requirement, condition or other term of receiving that funding or assistance, at the time of the awarding of the contract, is that the District not require, bidders, contractors, subcontractors or other persons or entities to enter into an agreement with one or more labor organizations or enter

into an agreement that contains any of the terms set forth herein. The District agrees that it will make every effort to establish the enforcement of this Agreement with any governmental agency or granting authority.

### **ARTICLE 3. EFFECT OF AGREEMENT**

- 3.1. By executing this Agreement, the Unions and the District agree to be bound by each and all of the provisions of the Agreement.
- 3.2. By accepting the award of a Construction Services Agreement for the Project, whether as contractor or subcontractor, each Contractor/Employer agrees to be bound by each and every provision of this Agreement and agrees that it will evidence its acceptance prior to the commencement of work by executing a Letter of Assent in the form attached hereto as Appendix A.
- 3.3. At the time that any Contractor/Employer enters into a subcontract with any subcontractor providing for the performance of the Construction Services Agreement, the Contractor/Employer(s) shall provide a copy of this Agreement, as it may from time to time be modified, to said subcontractor and shall require the subcontractor as a part of accepting an award of a subcontract to agree in writing to be bound by each and every provision of this Agreement prior to the commencement of work by executing an Agreement to be Bound in the form attached hereto as **Appendix A**. This Agreement shall only be binding on the signatory parties hereto and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party.
- 3.4. The provisions of this Agreement, including the Master Labor Agreements of the signatory Unions having jurisdiction over the work on the Project, as such may be changed from time-to-time and which are incorporated herein by reference, shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreement which may conflict with or differ from the terms of this Agreement. However, such does not apply to work performed under the National Cooling Tower Agreement, the National Stack Agreement, the National Transit Division Agreement (NTD), or within the jurisdiction of the International Union of Elevator Constructors and all instrument calibration and loop checking work performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians except that Articles dealing with Work Stoppages and Lock-Outs, Work Assignments and Jurisdictional Disputes, and Settlement of Grievances and Disputes shall apply to such work. It is specifically agreed that no later agreement shall be deemed to have precedence over this Agreement unless signed by all Parties signatory hereto who are then currently employed or represented at the Project. Where a subject covered by the provisions of this Agreement is also covered by a Master Labor Agreement, the provisions of this Agreement shall apply. Where a subject is covered by a provision of a Master



Labor Agreement and not covered by this Agreement, the provisions of the Master Labor Agreement shall prevail. Any dispute as to the applicable source between this Agreement and any Master Labor Agreement for determining the wages, hours of working conditions of employees on this Project shall be resolved under the procedures established in Article 13.

- 3.5. It is understood that this Agreement, together with the referenced Schedule A's, constitutes a self-contained, stand-alone agreement and by virtue of having become bound to this Project Labor Agreement, the Contractor/Employer will not be obligated to sign any other local, area or national collective bargaining agreement as a condition of performing work within the scope of this Agreement (provided, however, that the Contractor/Employer may be required to sign an uniformly applied, non-discriminatory Subscription or Participation Agreement at the request of the trustees or administrator of a trust fund established pursuant to Section 302 of the Labor Management Relations Act, and to which such Contractor is bound to make contributions under this Agreement, provided that such Participation Agreement does not purport to bind the Contractor/Employer beyond the terms and conditions of this Agreement and/or expand its obligation to make contributions pursuant thereto). It shall be the responsibility of the prime Contractor/Employer to have each of its subcontractors sign the documents with the appropriate Craft Union prior to the subcontractor beginning Project Work.

#### **ARTICLE 4.**

#### **WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS**

- 4.1. During the life of this Agreement, the Unions, their members, their agents, their representatives, and their employees agree that they shall not incite, encourage, condone or participate in any strike, walkout, slowdown, sit-down, stay-in, boycott, sympathy strike, picketing, or other work stoppage or other protest of any kind for any cause whatsoever with respect to the Project; and there shall be no lockout by Contractor or any Employer. It is expressly agreed that any such action is in violation of this Agreement.
- 4.2. In the event of a violation of this Section 4.1, any Contractor/Employer shall be entitled to hire replacement workers and/or subcontractors in accordance with the terms of this Agreement, within 24 hours of written notice to the affected Union(s) of the violation of this Agreement. In addition, the Contractor or Employer may seek relief in court (and shall not be limited to the remedy provided in Article 13), specifically including injunctive relief, to restrain any such action on the part of the Union(s), and any of its agents, representatives, or employees. In the event of a violation of this provision by the Unions or by the employees the Unions represent, a Contractor/Employer whose employees have not reported to work may be replaced with any other contractor or subcontractor that executes the Letter of Assent.

- 4.3. The Contractor/Employer may discharge any employee violating Section 4.1 above and any such employee will not be eligible for rehire under this Agreement.
- 4.4. Notwithstanding the provisions in Section 4.1 above, it is agreed that a Union retains the right to withhold the services (but not the right to picket) of its members from a particular Contractor/Employer who fails to make timely payments to the Union's benefit plans, or fails to timely pay its weekly payroll, in accordance with its agreements with the Union; provided, however, that the Union shall give ten (10) business days written notice to such Contractor/Employer prior to withholding the services of its members, and that in the event the Union or any of its members withholds their services from such Contractor/Employer, the District shall have the right to replace such Contractor/Employer with any other Contractor/Employer that executes an Letter of Assent. Any notice provided to the Contractor/Employer per this article shall also be provided to those identified in Article 21.13.
- 4.5. The Parties agree that Project delays caused by violations of this Article will cause the District to sustain damages. They agreed that it would be impractical or extremely difficult to fix the amount of such damages.

Therefore, the Parties agree that, should the District file a grievance against one of the Signatory Unions for violation of Section 4.1 of this Agreement and such grievance goes to arbitration under Article 13 of this Agreement, if the arbitrator hearing such grievance finds the applicable Signatory Union violated Section 4.1 of this Agreement and Orders the applicable Signatory Union to immediately cease and desist from such activity and the applicable Signatory Union fails to comply with such order within twenty-four (24) hours of the applicable Signatory Union's receipt of the arbitrator's order, the District shall be entitled to liquidated damages in the amount of ten-thousand dollars (\$10,000.00) per day. The payment, when made, shall constitute a damages remedy of the District for the delay specified, but shall not prevent the District from seeking injunctive or other relief, including termination of this Agreement. Payment of these sums as liquidated damages is not intended as a forfeiture or penalty within the meaning of California law.

## **ARTICLE 5. PRECONSTRUCTION CONFERENCE**

- 5.1. A pre-construction conference shall be held prior to the commencement of the work to be performed pursuant to the Construction Services Agreement. Such conference shall be attended by a representative each from the participating Contractor/Employer(s), including all subcontractors, Union(s) and the PLA Coordinator. All efforts will be made to hold the conference in sufficient time to ensure all parties the ability to properly raise and resolve any issue that may arise out of such meeting, with a goal that such conference will be held at least 7 days

before the work commences. All work assignments should be disclosed by the Contractor/Employer(s) at a pre-job conference held in accordance with industry practice. Should there be any formal jurisdictional dispute raised under Article 14, the Project Manager shall be promptly notified. All meetings shall be held at the District's offices at 1055 South C Street Oxnard, CA 93030.

- 5.2. Should additional work be awarded after the pre-construction conference has taken place, a separate pre-construction conference shall be held for such additional work.

## **ARTICLE 6. NO DISCRIMINATION**

- 6.1. The Contractor/Employer(s) and Union(s) agree not to engage in any form of discrimination on the ground or because of race, religion, gender, membership in a labor organization, political affiliation, marital status, color, creed, national origin, ancestry, age, sex, sexual orientation, political affiliation, marital status or disability or any other basis made illegal by law against any employee, or applicant for employment, on the Project.

## **ARTICLE 7. UNION SECURITY**

- 7.1. The Contractor/Employer(s) recognize the Union(s) as the sole and exclusive bargaining representative of all craft employees working within the scope of this Agreement.
- 7.2. No employee covered by this Agreement shall be required to join any Union as a condition of being first employed on the Project. All employees who are employed by the Contractor/Employer(s) on the Project shall, however, as a condition of employment, on or before the eighth (8th) day of consecutive or cumulative employment on the Construction Services Agreement subject to this Agreement, be responsible for the payment of the applicable monthly window dues and working dues uniformly required for union membership in the local union which is signatory to this Agreement. Any employee who is a member of the referring Union at the time of referral shall maintain that membership in good standing while employed under this Agreement. Further, there is nothing in this Agreement that would prevent non-union employees from joining the local union.
- 7.3. Authorized representatives of the Union shall have access to the work performed on the Project, provided that they do not interfere with the work of employees and further provided that such representatives fully comply with posted visitor, security and safety rules.

**ARTICLE 8.  
REFERRAL**

- 8.1. The Union(s) shall be the primary source of all craft labor employed on the Project. However, in the event that a Contractor/Employer has its/his/her own “core workforce”, the Contractor/Employer(s) may request by name, and the local shall honor, referral of persons who demonstrate the following qualifications:
- 8.1.1. possess any license required by state or federal law for the Project work to be performed;
  - 8.1.2. have worked a total of at least one thousand (1,000) hours in the construction craft during the prior three (3) years;
  - 8.1.3. were on the Contractor/Employer(s)’ active payroll for at least sixty (60) out of the one hundred (100) working days immediately prior to the contract award; ~~and~~
  - 8.1.4. have the ability to perform safely the basic functions of the applicable trade;
  - 8.1.5. Prior to each Contractor performing any work on the Project, each Contractor shall provide a list of his core employees to the PLA Coordinator and the Council. Failure to do so will prohibit the Contractor from using any core employees. Upon request by any Party to this Agreement, the Contractor hiring any core employee shall provide satisfactory proof (i.e., payroll records, quarterly tax records, driver’s license) evidencing the core employee’s qualification as a core employee to the PLA Coordinator and the Council.
  - 8.1.6. The Union will refer to such Contractor/Employer(s) one “core” employees as a journeyman and will then refer one employee from the hiring hall out-of-work list for the affected trade or craft, and shall repeat the process, one to one, until such Contractor/Employer(s) crew requirements are met or until such Contractor has hired five (5) “core” employees, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall out-of-work list(s). For the duration of the Contractor/Employer(s)’ work the ratio shall be maintained and when the Contractor/Employer(s)’ workforce is reduced, employees shall be reduced in the same ratio of core employees to hiring hall referrals as was applied in the initial hiring. As part of this process, and in order to facilitate the contract administration procedures, as well as appropriate fringe benefit fund coverage, all Contractors shall require their core employees and any other persons employed other than through the referral process, to register with the appropriate Union hiring hall, if any,

prior to their first day of employment at a project site. The provisions of this Section 8.1, relating to core employees, shall not apply to Contractor/Employer(s) that are directly signatory to one or more of the Schedule A Agreements.

- 8.2. The Employers shall have the unqualified right to select and hire directly supervisors above general foreman considered necessary and desirable, without such persons being referred by the Union(s).
  - 8.2.1. The Employer shall have the right to determine the competency of all employees, the number of employees required, the duties such employees within their craft jurisdiction. The Employer shall also have the right to reject any applicant referred by a Union for any reason, subject to any reporting time requirements of the applicable Master Labor Agreement; provided, however, that such right is exercised in good faith and not for the purpose of avoiding the Employer's commitment to employ qualified workers through the procedures endorsed in this Agreement.
- 8.3. Contractor/Employer(s) shall be bound by and utilize the registration facilities and referral systems established or authorized by the Signatory Unions when such procedures are not in violation of Federal law.
- 8.4. In the event that referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor/Employer(s) for employees within a forty-eight (48) hour period, weekends and holidays excluded, after such requisition is made by the Contractor/Employer(s), the Contractor/Employer(s) shall be free to obtain work persons from any source. The Contractor/Employer(s) shall immediately notify the appropriate Union of the identity, including name, address, and telephone number, of any such person(s) hired from an alternative source and such applicants shall register with the appropriate hiring hall, if any, prior to beginning Project Work.
- 8.5. Unions will exert their utmost efforts to recruit sufficient numbers of skilled craft persons to fulfill the requirements of the Contractor/Employer(s), and document such efforts as required.
- 8.6. The Parties are aware of the District's policy that Contractor/Employer(s) shall not employ a person who would not be eligible for employment by the District under California Education Code, Section 45123. All persons working on Project Work, including all employees hired by a Contractor/Employer(s) (or referred by a Signatory Union) to work on Project Work, shall be required to comply with all criminal background check certification requirements and policies of District for those persons who may come in contact with, or work in close proximity to, minors in the course of performing work on a Project. Contractors may refuse to employ any person who declines to comply with District's background check requirements or who is otherwise determined to be disqualified from

participating in Project Work because of a disqualifying conviction. Similarly, District may ban or order the immediate removal of any person disqualified from working in the presence of, or in close proximity to, minors.

- 8.7. The Union shall not knowingly refer an employee currently employed by a Contractor on Project Work to any other Contractor.
- 8.8. Subject to the limitation of applicable law, the parties to this Agreement support the development of increased numbers of skilled construction workers from among Oxnard Residents, to meet the needs of the Project and the requirements of the industry generally. Toward that end, the Unions agree to encourage the referral and utilization, to the extent permitted by law and the hiring hall procedures of the Unions, of qualified District Graduates or Oxnard Residents, as journeymen and apprentices on the Project and entrance into such apprenticeship and training programs as may be operated by the Signatory Unions consistent with the applicable Apprenticeship Program's State approved Standards.

## **ARTICLE 9. BENEFITS**

- 9.1. All employees covered by this Agreement shall be classified in accordance with work performed and paid by the Contractor/Employer(s) at the hourly wage rates for those classifications in compliance with the applicable prevailing wage rate determination established pursuant to applicable law. Contractor/Employer(s) who are signatory to the Master Labor Agreements with the Signatory Unions shall pay all wages set forth in those Master Labor Agreements. All Contractor/Employer(s) agree to pay contributions to the established fringe benefit funds for each hour worked on the Project in the amounts designated in the Master Labor Agreements of the appropriate local, listed in Appendix B. The Contractor/Employer(s) shall not be required to pay contributions to any other trust funds or in amounts that are higher than the published prevailing wage determination to satisfy their obligation under this Article except that Contractor/Employer(s) who are signatory to Master Labor Agreements with the respective trades shall continue to pay all trust fund contributions as outlined in such collective bargaining agreements.
- 9.2. By signing this Agreement, the Contractor/Employer(s) adopt and agree to be bound by the written terms of the legally established trust agreements, as described in Section 9.1, specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds. The Contractor authorizes the Parties to such trust funds to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor.
- 9.3. Each Contractor/Employer(s) and subcontractor is required to certify to the PLA Coordinator that it has paid all benefit contributions due and owing to the

appropriate Trust(s) prior to the receipt of its final payment and/or retention. Further, upon timely notification by a Union to the PLA Coordinator, the PLA Coordinator shall work with any Contractor/Employer(s) who is delinquent in payments to assure that proper benefit contributions are made, to the extent of requesting the District or the prime Contractor to withhold payments otherwise due such Contractor, until such contributions have been made or otherwise guaranteed.

**ARTICLE 10.  
EMPLOYEE GRIEVANCE PROCEDURE**

- 10.1. All disputes involving discipline and/or discharge of employees working on the Project shall be resolved through the grievance and arbitration provision contained in the Master Labor Agreement for the craft of the affected employee. No employee working on the Project shall be disciplined or dismissed without just cause.

**ARTICLE 11.  
COMPLIANCE**

- 11.1. It shall be the responsibility of the Contractor/Employer(s) and Unions to investigate and monitor compliance with the provisions of the Master Labor Agreement referred to in Article 9. Nothing in this Agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit trust funds to collect delinquent trust fund contributions from Contractor/Employers on the Project. The District shall monitor and enforce compliance with the prevailing wage requirements of the State and Contractor/Employer(s)' compliance with this Agreement.

**ARTICLE 12.  
JOINT ADMINISTRATIVE COMMITTEE**

- 12.1. The parties to this Agreement shall establish a six (6) person Joint Administrative Committee. The Joint Administrative Committee shall be comprised of three (3) representatives selected by the District and three (3) representatives selected by the Council. Each representative shall designate an alternate who shall serve in his or her absence for any purpose contemplated by this Agreement.
- 12.2. The Joint Administrative Committee shall meet as requested by the parties to this Agreement to review the implementation of this Agreement and the progress of the Project.

- 12.3. Notice of the date, time and place of meetings, shall be given to the Committee members at least three (3) days prior to the meeting. The District should be notified of the meetings and invited to send a representative(s) to participate. The PLA Coordinator shall prepare quarterly reports on apprentice utilization and the training and employment of District residents, and a schedule of Project Work and estimated number of craft workers needed.

**ARTICLE 13.  
GRIEVANCE ARBITRATION PROCEDURE**

- 13.1. The parties to this Agreement understand and agree that in the event any dispute arises out of the meaning, interpretation or application of the provisions of this Agreement, the same shall be settled by means of the procedures set out herein. No grievance shall be recognized unless the grieving party (Local Union or District Council on its own behalf, or on behalf of an employee whom it represents, or a Contractor/Employer on its own behalf) provides notice in writing to the signatory party with whom it has a dispute within ten (10) business days after becoming aware of the dispute but in no event more than thirty (30) business days after it reasonably should have become aware of the event giving rise to the dispute. The time limits in Section 13.1 may be extended by mutual written agreement of the parties.

- 13.2. Grievances shall be settled according to the following procedures:

Step 1: Within five (5) business days after the receipt of the written notice of the grievance, the Business Representative of the involved Local Union or District Council, or his/her designee, and the representative of the involved Contractor/Employer shall confer and attempt to resolve the grievance.

Step 2: In the event that the representatives are unable to resolve the dispute within the five (5) business days after its referral to Step 1, either involved party may submit it within three (3) business days to the Joint Administrative Subcommittee (consisting of one District and one Union representative of the Joint Administrative Committee), which shall meet within five (5) business days after such referral (or such longer time as is mutually agreed upon by all representatives on the Joint Administrative Committee), to confer in an attempt to resolve the grievance. If the dispute is not resolved within such time five (5) business days after its referral or such longer time as mutually agreed upon, it may, be referred within five (5) business days by either party to Step 3.

Step 3: Within five (5) business days after referral of a dispute to Step 3, the parties shall choose a mutually agreed upon arbitrator for final and binding arbitration. If the parties cannot mutually agree on the selection of an arbitrator, an arbitrator shall be selected from a list of seven (7)



arbitrators provided by the Federal Mediation and Conciliation Service by each party striking names. The order of striking names from the list of arbitrators shall be determined by a coin toss, the winner of which shall decide whether they wish to strike first or second. Such striking shall take place within three (3) days. If a party does not respond within three (3) days, this means any Arbitrator remaining on the list is acceptable. The decision of the Arbitrator shall be final and binding on all parties. The Arbitrator shall have no authority to change, amend, add to or detract from any of the provisions of the Agreement. The expense of the Arbitrator shall be borne equally by both parties. The Arbitrator shall arrange for a hearing on the earliest available date from the date of his/her selection. A decision shall be given to the parties within five (5) calendar days after completion of the hearing unless such time is extended by mutual agreement. A written opinion may be requested by a party from the Arbitrator. The time limits specified in any step of the grievance procedure set forth in Section 13.2 may be extended by mutual agreement of the parties initiated by the written request of one party to the other, at the appropriate step of the grievance procedure. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without a request for an extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing of and/or resolution of like or similar grievances or disputes. In order to encourage the resolution of disputes and grievances at Steps 1 and 2 of this grievance procedure, the parties agree that such settlements shall not be precedent setting.

#### **ARTICLE 14. JURISDICTIONAL DISPUTES**

- 14.1. The assignment of work covered by this Agreement will be solely the responsibility of the Contractor/Employer performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the “Plan”) or any successor Plan.
- 14.2. All jurisdictional disputes on the Project between or among the Building and Construction Trades Unions and the Contractor/Employers, and/or parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department, or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Employers and Union parties to this Agreement.
- 14.3. If a dispute arising under this Article involves the Southwest Regional Council of Carpenters or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list

composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the applicable Building and Construction Trades Council within fourteen (14) days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

- 14.4. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor/Employer's assignment shall be adhered to until the dispute is resolved. Individuals violating this Section shall be subject to immediate discharge.

#### **ARTICLE 15. MANAGEMENT RIGHTS**

- 15.1. The Contractor/Employer(s) shall retain full and exclusive authority for the management of their operations, including the right to direct their work force in their sole discretion. No rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees except that lawful manning provisions in the Master Labor Agreement shall be recognized.

- 15.2. The District and/or the Contractors, as appropriate, have the absolute right to award contracts or subcontracts on this Project to any Contractor notwithstanding the existence or non-existence of any agreements between such Contractor and any Union parties, provided only that such Contractor is ready, willing and able to execute and comply with this Project Labor Agreement should such Contractor be awarded work covered by this Agreement.

#### **ARTICLE 16. SAVINGS CLAUSE**

- 16.1. It is not the intention of the District, the PLA Coordinator, Contractor/Employer(s) or the Union parties to violate any laws governing the subject matter of this Agreement. The Parties hereto agree that in the event any provision of this Agreement is finally held or determined to be illegal or void as being in contravention of any applicable law or regulation, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, the Parties agree that if and when any provision(s) of this Agreement is finally held or determined to be illegal or void by a court of competent jurisdiction, the Parties will promptly enter into negotiations concerning the substantive effect of such decision for the purposes of achieving conformity with the requirements of any applicable laws and the intent of the Parties hereto. If the legality of this Agreement is challenged and any form of injunctive relief is granted by any court, suspending temporarily or permanently the implementation

of this Agreement, then the Parties agree that all Project Work that would otherwise be covered by this Agreement should be continued to be bid and constructed without application of this Agreement so that there is no delay or interference with the ongoing planning, bidding and construction of any Project Work.

- 16.2. The Parties recognize the right of the District to withdraw, at its absolute discretion, the utilization of the Agreement as part of any bid specification should a Court of competent jurisdiction issue any order, or any applicable statute which could result, temporarily or permanently in delay of the bidding, awarding and/or construction on the Project. Notwithstanding such an action by the District, or such court order or statutory provision, the Parties agree that the Agreement shall remain in full force on covered Project Work to the maximum extent legally possible.

#### **ARTICLE 17. TERM**

- 17.1. The Agreement shall be included as a condition of the award of all Construction Services Agreements for the Project.
- 17.2. This Agreement shall be effective from the date signed by all parties and shall remain in effect until Project completion, as defined and described within Public Contracts Code Section 7107(c) or, upon filing of a notice of completion of the Project.

#### **ARTICLE 18. LOCAL OXNARD HIRE REQUIREMENTS**

- 18.1. In recognition of the District's mission to serve the residents in and around the geographic area serviced by the District, as well as students which have graduated from the District, the parties hereby establish the goal that 25% of all work hours performed for the labor and craft positions (journeyman and apprentices) on the Project, shall be from qualified Oxnard Residents and/or Ventura County Residents. In the attainment of this goal, the Unions and Contractors will first exert their best efforts, to the extent allowed by law, to refer and/or recruit sufficient numbers of skilled craft Oxnard Residents to fulfill the requirements of the Employers performing Project Work. If the 25% goal is not attained utilizing Oxnard Residents, the outreach shall expand to qualified Ventura County Residents. If the 25% goal is still not attained utilizing these Residents, the outreach shall expand to other qualified employees who are registered on the appropriate Unions hiring hall list.
- 18.2. Ventura County residents include those residents residing in the cities of Camarillo, Fillmore, Moorpark, Ojai, Oxnard, Port Hueneme, Santa Paula, Simi

Valley, Thousand Oaks, Ventura and any unincorporated areas of Ventura County, as reflected on the list of U.S. Postal Service zip codes attached hereto as Appendix C.

- 18.3. A goal of 25% of all of the labor and craft positions shall be from workers residing within the areas described in 18.1 above. To facilitate the dispatch of these Residents, all Contractors will be required to utilize the Craft Employee Request Form whenever they are requesting the referral of any employee from a Union referral list for the Project, a sample of which is attached as Attachment "D." When Oxnard Residents and Ventura county Residents, as described in 18.1 above, are requested by the Employers, the Unions will refer such workers regardless of their place in the Unions' hiring halls' list and normal referral procedures.
- 18.4. Should any of the Contractor/Employers performing work on the Project fail to meet this 25% goal and fail to demonstrate "good faith" efforts to do so, through the submittal process to be included in their contractual requirements, the contract's retention will be held until such time that this failure is remedied. Acceptable remedies to correct continued failure may include, but not be limited to, the following remedies, as determined by the Joint Administrative Committee (as established in Article 12):
- 18.4.1. Classification as a non-qualified bidder on future District projects;
  - 18.4.2. Commitment, with documentation, to employ District Graduates, Oxnard Residents or Ventura County residents on non-District projects for a determined number of work hours; and
  - 18.4.3. Employing District Graduates and/or Oxnard Residents as new apprentices and continuing their employment for 12 months.
- 18.5. A Contractor/Employer(s) who has employed a District Graduate for up to six months preceding the start of the Project for a minimum of at least 100 hours per month and has the ability to perform safely the basic functions of the applicable trade may receive credit for 50% of these hours towards the 25% goal. A Contractor/Employer may also receive credit for 50% of the documented hours performed by District Graduates or Oxnard Residents on the Contractor/Employer's non-District projects, when such hours are concurrent with the Contractor/Employer's work on the Project.
- 18.6. The maximum total combined credit that can be applied for in Section 18.4 is half of the 25%.
- 18.7. Should any Contractor/Employer performing work on the Project exceed the 25% local hire goal as set forth in this Agreement, they shall be

acknowledged at the appropriate public, televised District Board of Trustee meeting for their efforts at the completion of their contract scope.

**ARTICLE 19.  
APPRENTICES**

- 19.1. The Parties recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the local work force in the area served by the District, and the opportunities to provide continuing work under the construction program. To these ends, the Parties will facilitate, encourage, and assist local residents to commence and progress in Bona Fide Joint Labor/Management Apprenticeship and/or training Programs in the construction industry leading to participation in such apprenticeship programs. The District, the PLA Coordinator, other District consultants, and the Council, will work cooperatively to identify effective programs and procedures for persons interested in entering the construction industry and which will help prepare them for the formal apprenticeship programs maintained by the signatory Unions.
- 19.2. Apprentices used on Projects under this Agreement shall be registered in a Bona Fide Joint Labor/Management Apprenticeship Program approved by the State of California. Apprentices may comprise up to thirty percent (30%) of each craft's work force at any time, unless the standards of the applicable joint apprenticeship committee confirmed by the Division of Apprenticeship Standards ("DAS"), establish a lower maximum percentage.
- 19.3. The apprentice ratios will be in compliance with the applicable provisions of the California Labor Code and Prevailing Wage Rate Determinations.
- 19.4. There shall be no restrictions on the utilization of apprentices in performing the work of their craft provided they are properly supervised.
- 19.5. All apprentices shall work under the direct supervision of a journeyman from the trade in which the apprentice is indentured. A journeyman shall be defined as set forth in the California Code of Regulations, Title 8 [apprenticeship], Section 205, which defines a journeyman as a person who has either completed an accredited apprenticeship in his or her craft, or has completed the equivalent of an apprenticeship in length and content of work experience and all other requirements in the craft which has workers classified as journeyman in the apprenticeship occupation. Should a question arise as to a journeyman's qualification under this subsection, the Contractor shall provide adequate proof evidencing the worker's qualification as a journeyman to the Construction Manager and the Council.

- 19.6. Any Party alleging a violation of this Section may file a grievance under Article 13, Grievance Procedure, commencing with Step 1 of the procedure, notwithstanding any limitations included therein.

**ARTICLE 20.  
HELMETS TO HARDHATS REQUIREMENTS**

- 20.1. The Contractor/Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractor/Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment ("Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties. For purposes of this Agreement, the term "Eligible Veteran" shall have the same meaning as the term "veteran" as defined under Title 5, Section 2108(1) of the United States Code as the same may be amended or re-codified from time to time. It shall be the responsibility of each qualified District resident to provide the Unions with proof of his/her status as an Eligible Veteran.
- 20.2. The Unions and Contractor/Employers agree to coordinate with the Center, which will create and maintain an integrated database of veterans interested in working on the Project and of apprenticeship and employment opportunities for the Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

**ARTICLE 21.  
MISCELLANEOUS PROVISIONS**

- 21.1. Integration. This Agreement is intended by the parties to this Agreement as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.
- 21.2. No Representations or Warranties. Each of the parties to this Agreement acknowledge that no one has made any promise, representation or warranty whatsoever, express or implied, written or oral, not contained herein to induce them to execute this Agreement, and that this Agreement is not executed in reliance upon any such promise, representation or warranty.

- 21.3. Expiration of Schedule A's. If the Schedule A Agreements expire during the term of the Project, the Union(s) agree that there shall be no work disruption of any kind as described in Section 4.1 of this agreement. Terms and conditions of employment established and set at the time of bid shall remain established and set. Each of the Unions with a contract expiring must offer to continue working on the Project under all the terms of the expiring contract. Contractor/Employer(s) who are signatory to Master Labor Agreements, with their respective trades, shall pay all wages and benefits set forth in the new Master Labor Agreement.
- 21.4. Separate Liability. It is understood that the liability of the Contractor(s) and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the District or PLA Coordinator and/or any Contractor.
- 21.5. The Parties to this Agreement adopt the Tri Counties Building and Construction Trades Council Approved Drug and Alcohol Testing Policy, a copy of which is attached hereto as **Attachment "E,"** and which shall be the policy and procedure utilized under this Agreement.
- 21.6. Amendments. The provisions of this Agreement can be renegotiated, supplemented, rescinded or otherwise altered only by mutual agreement in writing, hereafter signed by the negotiating Parties hereto.
- 21.7. Interpretation. Each of the parties to this Agreement acknowledge and agree that this Agreement is an accord and satisfaction to be construed as whole according to its fair meaning and not in favor of nor against any of the parties to this Agreement as draftsman or otherwise.
- 21.8. Forum. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Ventura in accordance with the procedures set forth in this Agreement.
- 21.9. Choice of Law. This Agreement shall be governed by and interpreted under the laws of the State of California and the Federal laws of the United States of America as applicable to instruments, persons, transactions and subject matter which have legal contacts and relationships exclusively within the State of California.
- 21.10. No Attorneys Fees. No party to this Agreement shall be entitled to recover an award of attorney's fees or costs with respect to any action or proceeding seeking relief under this Agreement.

21.11. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original of the Agreement. Facsimile signature pages transmitted to other parties to this Agreement shall be deemed equivalent to original signatures on counterparts.

21.12. Waiver. A waiver of or a failure to assert any provisions of this Agreement by any or all of the Parties hereto shall not constitute a waiver of such provision for the future. Any such waiver shall not constitute a modification of the Agreement or change in the terms and conditions of the Agreement and shall not relieve, excuse or release any of the Parties from any of their rights, duties or obligations hereunder.

21.13. Warranty of Authority. Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the party indicated, and each of the parties by signing this Agreement warrants and represents that such party is legally authorized and entitled to enter into this Agreement.

21.14. Any notices required under this Agreement shall be given as follows:

To the District:  
Oxnard School District  
c/o Dr. Cesar Morales  
1051 South A Street  
Oxnard, CA 93030

And

To the District:  
Oxnard School District  
c/o Lisa Cline  
1051 South A Street  
Oxnard, CA 93030

And

Garcia, Hernandez, Sawhney & Bermudez, LLP  
c/o Nitasha Sawhney  
801 N. Brand Blvd., Suite 620  
Glendale, CA 91203

And

To the Council:  
Tony Skinner, Executive Secretary  
Tri-Counties Building and Construction Trades Council



411 E. Canon Perdido Street, Suite 12  
Santa Barbara, CA 93101  
Phone: (805) 683-0410

Any party shall notify the other in writing of any change in the person or address for the purpose of service of notices.

21.15. Ratification by the Board of Trustees. This Agreement shall not be binding on the District until the Board of Trustees, at a publicly noticed Board of Trustees meeting, ratifies it.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of \_\_\_\_\_, 2015.

Oxnard School District:

By: \_\_\_\_\_  
Dr. Cesar Morales, Superintendent

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

Tri-Counties Building & Construction Trades Council:

By: \_\_\_\_\_  
Donald A. Skinner, Executive Secretary

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

Contractor:

By: \_\_\_\_\_  
[Name, Title]

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

**UNION SIGNATORIES:**

By: \_\_\_\_\_  
ASBESTOS WORKERS LOCAL #5

By: \_\_\_\_\_  
SOUTHWEST CARPENTERS LOCAL #150

By: \_\_\_\_\_  
BOILERMAKERS LOCAL #92

By: \_\_\_\_\_  
CEMENT MASONS LOCAL #600

By: \_\_\_\_\_  
BRICKLAYERS & ALLIED  
CRAFTS LOCAL # 4

By: \_\_\_\_\_  
ELEVATOR WORKERS LOCAL #18

By: \_\_\_\_\_  
GLAZIERS & GLASSWORKERS  
LOCAL #636

By: \_\_\_\_\_  
PAINTERS DISTRICT COUNCIL #36

By: \_\_\_\_\_  
IBEW LOCAL #952

By: \_\_\_\_\_  
ROOFERS LOCAL #36

By: \_\_\_\_\_  
IRON WORKERS LOCAL #416

By: \_\_\_\_\_  
SHEET METAL LOCAL #273

By: \_\_\_\_\_  
IRON WORKERS LOCAL #433

By: \_\_\_\_\_  
FLOORLAYERS #1247

By: \_\_\_\_\_  
LABORERS LOCAL #585

By: \_\_\_\_\_  
TILE, MARBLE AND TERRAZZO  
LOCAL # 18

By: \_\_\_\_\_  
PLASTERERS LOCAL #200

By: \_\_\_\_\_  
UNITED ASSOCIATION LOCAL #484

By: \_\_\_\_\_  
OPERATING ENGINEERS LOCAL #12

By: \_\_\_\_\_  
UNITED ASSOCIATION LOCAL #669

**APPENDIX A  
LETTER OF ASSENT**

The undersigned, as a Contractor or Subcontractor ("Employer") performing work for the Oxnard School District's Elm Elementary School Project (hereinafter "Project"), for and in consideration of the award to it of a contract to perform work on said Project, and in further consideration of the mutual promises made in the Project Labor Agreement for the Project (hereinafter "Agreement"), a copy of which was received and is acknowledged, hereby:

1. Accepts and agrees to be bound by the terms and conditions of this Agreement and all Appendices, together with any and all amendments and supplements now existing or which are later made to said Agreement.
2. Certifies that it has no commitments or agreements which would preclude its full and complete compliance with the terms and conditions of said Agreement;
3. Agrees to secure from any Contractor (as defined in said Agreement) which is or becomes a subcontractor (of any tier) to it, and from any successors, a duly executed Letter of Assent in form identical to this document.
4. Has read and understands Article 8 (Referral) of this Agreement and accepts that the Unions are the primary source of all craft labor employed on the Project and that Contractor/Employers shall be bound by and utilize the registration facilities and referral systems of the signatory Unions.
5. Employer agrees that it shall be bound by all applicable trust agreements and plans for the provision of such fringe benefits as accrue to the direct benefit of the employees including, but not limited to, Health and Welfare, Pension, Training, Vacation and/or other direct benefits provided pursuant to the appropriate craft agreement contained in Schedule "A" of the Project Agreement.

Date \_\_\_\_\_ Company Name \_\_\_\_\_

Name of Contractor or Subcontractor \_\_\_\_\_

Authorized Officer Signature \_\_\_\_\_ Print Name \_\_\_\_\_

Title \_\_\_\_\_ Contractor's License # \_\_\_\_\_

Project Name \_\_\_\_\_ Bid # \_\_\_\_\_

**APPENDIX B  
LIST OF MASTER LABOR AGREEMENTS**

**‘SCHEDULE A AGREEMENTS ’**

1. Asbestos Workers Local No. 5 – Master Labor Agreement Between Southern California Chapter, Western Insulation Contractors Association and Local No. 5, International Association of Heat and Frost Insulators and Allied Workers  
Effective: June 27, 2011 – June 29, 2014 - Update
2. Boilermakers Local # 92 – Western States Articles of Agreement between the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers AFL-CIO and the Signatory Contractors  
Effective: October 1, 2011 – September 30, 2014 - Update
3. Bricklayers and Allied Crafts Local No. 4 – Agreement Between the Independent Masonry Contractors of Santa Barbara, San Luis Obispo, and Ventura Counties And the Bricklayers & Allied Craftworkers Local 4-E/4-F of California  
Effective: May 1, 2013 – April 30, 2014 - Update
4. Cement Masons Local No. 600 – Master Labor Agreement Between Southern California General Contractors and Eleven Southern California Counties Cement Masons  
Effective: July 1, 2011 – June 30, 2014 - Update
5. Elevator Workers Local No. 18 – National Elevator Bargaining Association Agreement with International Union of Elevator Constructors  
Effective: July 9, 2012 – July 8, 2017
6. Glaziers and Glass Workers Local No. 636 – District Council of Painters and Allied Trades No. 36 On Behalf of Glaziers, Architectural Metal and Glass Workers Local Union No. 636 – Master Labor Agreement  
Effective: June 1, 2011 – May 31, 2014 - Update  
  
San Diego Area Glaziers & Architectural Metal Labor Agreement Between [Company] and Painters and Allied Trades District Council No. 36 on Behalf of Glaziers, Architectural Metal and Glassworkers Resilient Floor and Decorative Covering Workers Local Union 1399 Or Any Designated Successor Local Union  
Effective: October 1, 2011 – September 30, 2016
7. IBEW Local Union No. 952 – Inside Wireman Bargaining Agreement – Ventura Division of Los Angeles County Chapter, NECA  
Effective: October 1, 2012 – September 30, 2015  
  
Southern California 9<sup>th</sup> District Sound & Communications Agreement, Addendum No. 1 to the 9<sup>th</sup> District Sound & Communications Agreement By and Between International Brotherhood of Electrical Workers and National Electrical Contractors Association  
Effective: December 1, 2011 – November 30, 2014 - Update
8. Floor Layers Local No. 1247 – Master Labor Agreement As Amended Between Floor Covering Association of Southern California, Inc. and Painters and Allied Trades District

Council No. 36 of the International Union of Painters and Allied Trades AFL-CIO-CLC  
On Behalf of Resilient Floor and Decorative Covering Local Union No. 1247  
Effective: May 1, 2013 – April 30, 2016

9. Iron Workers Local No. 416 – Agreement – Iron Worker Employers State of California and A Portion of Nevada And District Council of Iron Workers of the State of California and Vicinity

Effective July 1, 2011 – June 30, 2014 - Update

10. Iron Workers Local No. 433 – Agreement – Iron Worker Employers State of California and A Portion of Nevada And District Council of Iron Workers of the State of California and Vicinity

Effective July 1, 2011 – June 30, 2014 - Update

11. Laborers Local No. 585 – Laborers 2012-2015 Master Labor Agreement

12. Operating Engineers Local No. 12 – Master Labor Agreement Between Southern California Contractors Association, Inc. and International Union of Operating Engineers Local Union No. 12

Effective: July 1, 2013 – June 30, 2016

13. Master Labor Agreement – Painters and Allied Trades District Council No. 36

Effective: July 1, 2013 – June 30, 2016

Southern California Drywall Finishers Joint Agreement

Effective: August 1, 2012 – September 30, 2016

14. Plasterers Local No. 200 – Labor Agreement Covering the Jurisdiction of OPC&CMIA Local Union in the Counties of Los Angeles, Inyo, Mono, Orange, Riverside, San Bernardino, Imperial, Ventura, Santa Barbara, San Luis Obispo, Kern, and San Diego, and In Addition, Richardson Rock, Santa Cruz Island, Anacapa Island, Including the Channel Islands Monument Between Western Walls & Ceiling Contractors Association, Inc., California Plastering Conference and Operative Plasterers' and Cement Masons' International Association, AFL-CIO Local Union 200

Effective: August 6, 2008 through August 5, 2014 - Update

15. Master Labor Agreement By and Between Local # 36 & 220 of the United Union of Roofers, Waterproofers and Allied Workers and Individual Roofing Contractors and Others. Representing the Geographical Area of Los Angeles, Ventura, Santa Barbara, San Luis Obispo, Orange, San Bernardino and Riverside Counties in the State of California.

Effective: August 1, 2012 to Midnight, July 31, 2015

16. Standard Form of Union Agreement, Sheet Metal, Roofing, Ventilation and Air Conditioning Contracting Divisions of the Construction Industry – By and Between Tri-Counties SMACNA and Local Union No. 273 of Sheet Metal Workers' International Association

Effective: February 1, 2009 – July 31, 2014 - Update

17. Tile, Marble, and Terrazzo Local No. 18 – Tile Layer, Tile Finisher & Marble Finisher Agreement

Effective: June 1, 2011 – May 31, 2014 - Update

18. United Association Local No. 484 – Master Agreement for the Plumbing and Piping Industry of Southern California Between Southern California Contractors and Southern California Pipe Trades District Council No. 16 of the United Association  
Effective: 2011 – 2014 - Update
19. United Association Local No. 669 – Agreement Between National Fire Sprinkler Association, Inc. and Road Sprinkler Fitters Local No. 669, Columbia, Maryland, of the United Association of Journeyman and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada  
Effective: April 1, 2013 – April 1, 2016
20. Carpenters Local # 150 – Southern California Master Labor Agreement Between United General Contractors, Inc. and the Southwest Regional Council of Carpenters and Local Unions in the Twelve Southern California Counties and Nevada Affiliated with the United Brotherhood of Carpenters and Joiners of America  
Effective: 2012 – 2016

**APPENDIX C  
OXNARD AND VENTURA COUNTY AREA ZIP CODES**

**OXNARD RESIDENTS (Tier 1)**

93030  
93031  
93032  
93033  
93034  
93035  
93036  
93041

**VENTURA COUNTY RESIDENTS (Tier 2)**

90265	93015
91307	93016
91319	93020
91320	93021
91358	93022
91359	93023
91360	93024
91361	93040
91362	93042
91377	93043
93001	93044
93002	93060
93003	93061
93004	93062
93005	93063
93006	93064
93007	93065
93009	93066
93010	93094
93011	93099
93012	93252

**APPENDIX D**  
**OXNARD SCHOOL DISTRICT**  
**CRAFT REQUEST FORM**

**TO THE CONTRACTOR:** Please complete and fax this form to the applicable union to request craft workers that fulfill the hiring requirements for this project. After faxing your request, please call the Local to verify receipt and substantiate their capacity to furnish workers as specified below. Please print your Fax Transmission Verification Reports and keep copies for your records.

The Oxnard School District Project Labor Agreement establishes a goal that 25% of all of the labor and craft positions shall be from qualified workers: first, from Oxnard Residents, which includes a District Graduate regardless of their current residency; second, residing within Ventura County, including, but not limited to the cities of Camarillo, Fillmore, Moorpark, Ojai, Oxnard, Port Hueneme, Santa Paula, Simi Valley, Thousand Oaks, Ventura and any unincorporated areas of Ventura County; third, other qualified employees who are registered on the appropriate Unions' hiring hall list.

**TO THE UNION:** Please complete the "Union Use Only" section on the next page and fax this form back to the requesting Contractor. Be sure to retain a copy of this form for your records.

**CONTRACTOR USE ONLY**

**To:** Union Local # \_\_\_\_\_ **Fax#** ( ) \_\_\_\_\_ **Date:** \_\_\_\_\_

**Cc:** PLA Coordinator

**From:** Company: \_\_\_\_\_ **Issued By:** \_\_\_\_\_

Contact Phone: ( ) \_\_\_\_\_ Contact Fax: ( ) \_\_\_\_\_

**PLEASE PROVIDE ME WITH THE FOLLOWING UNION CRAFT WORKERS.**

Craft Classification ( i.e., plumber, painter, etc.)	Journeyman or Apprentice	Oxnard Resident, Ventura County Resident, or General Dispatch	Number of workers needed	Report Date	Report Time
<b>TOTAL WORKERS REQUESTED =</b> _____					

Please have worker(s) report to the following work address indicated below:

Project Name: \_\_\_\_\_ Site: \_\_\_\_\_ Address: \_\_\_\_\_

Report to: \_\_\_\_\_ On-site Tel: \_\_\_\_\_ On-site Fax: \_\_\_\_\_

Comment or Special Instructions: \_\_\_\_\_



**UNION USE ONLY**

Date dispatch request received:
Dispatch received by:
Classification of worker requested:
Classification of worker dispatched:

**WORKER REFERRED**

Name:		
Date worker was dispatched:		
Is the worker referred a: (check all that apply)		
JOURNEYMAN	Yes _____	No _____
APPRENTICE	Yes _____	No _____
OXNARD RESIDENT	Yes _____	No _____
VENTURA COUNTY RESIDENT	Yes _____	No _____
GENERAL DISPATCH FROM OUT OF WORK LIST	Yes _____	No _____

[This form is not intended to replace a Local Union's Dispatch or Referral Form normally given to the employee when being dispatched to the jobsite.]

**APPENDIX E**

**TRI COUNTIES**  
**BUILDING AND CONSTRUCTION TRADES COUNCIL**  
**APPROVED**  
**DRUG AND ALCOHOL TESTING POLICY**

The Parties recognize the problems which drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the Parties agree that in order to enhance the safety of the work place and to maintain a drug and alcohol free work environment, individual Employers may require applicants or employees to undergo drug and alcohol testing.

1. It is understood that the use, possession, transfer or sale of illegal drugs, narcotics, or other unlawful substances, as well as being under the influence of alcohol and the possession or consuming alcohol is absolutely prohibited while employees are on the Employer's job premises or while working on any jobsite in connection with work performed under the Project Labor Agreement ("PLA").

2. No Employer may implement a drug testing program which does not conform in all respects to the provisions of this Policy.

3. No Employer may implement drug testing at any jobsite unless written notice is given to the Union setting forth the location of the jobsite, a description of the project under construction, and the name and telephone number of the Project Supervisor. Said notice shall be addressed to the office of each Union signing the PLA. Said notice shall be delivered in person or by registered mail before the implementation of drug testing. Failure to give such notice shall make any drug testing engaged in by the Employer a violation of the PLA, and the Employer may not implement any form of drug testing at such jobsite for the following six months.

4. An employer who elects to implement drug testing pursuant to this Agreement shall require all employees on the Project to be tested. With respect to individuals who become employed on the Project subsequent to the proper implementation of this drug testing program, such test shall be administered upon the commencement of employment on the project, whether by referral from a Union Dispatch Office, transfer from another project, or another method. Individuals who were employed on the project prior to the proper implementation of this drug testing program may only be subjected to testing for the reasons set forth in Paragraph 5(f) (1) through 5(f) (3) of this Policy. Refusal to undergo such testing shall be considered sufficient grounds to deny employment on the project.

5. The following procedure shall apply to all drug testing:

a. The Employer may request urine samples only. The applicant or employee shall not be observed when the urine specimen is given. An applicant or

employee, at his or her sole option, shall, upon request, receive a blood test in lieu of a urine test. No employee of the Employer shall draw blood from a bargaining unit employee, touch or handle urine specimens, or in any way become involved in the chain of custody of urine or blood specimens. A Union Business Representative, subject to the approval of the individual applicant or employee, shall be permitted to accompany the applicant or employee to the collection facility to observe the collection, bottling, and sealing of the specimen.

b. The testing shall be done by a laboratory approved by the National Institute on Drug Abuse (NIDA), which is chosen by the Employer and the Union.

c. An initial test shall be performed using the Enzyme Multiplied Immunoassay Technique (EMZT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the applicant or employee. The confirmation test will be by Gas Chromatography Mass Spectrometry (GC/MS). Cutoff levels for both the initial test and confirmation test will be those established by the National Institute on Drug Abuse. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one year. Handling and transportation of each sample must be documented through strict chain of custody procedures.

d. In the event of a confirmed positive test result the applicant or employee may request, within forty-eight (48) hours, a sample of his/her specimen from the testing laboratory for purposes of a second test to be performed at a second laboratory, designated by the Union and approved by NDA. The retest must be performed within ten (10) days of the request. Chain of custody for this sample shall be maintained by the Employer between the original testing laboratory and the Union's designated laboratory. Retesting shall be performed at the applicant's or employee's expense. In the event of conflicting test results the Employer may require a third test.

e. If, as a result of the above testing procedure, it is determined that an applicant or employee has tested positive, this shall be considered sufficient grounds to deny the applicant or employee his/her employment on the Project.

f. Applicants or employees who do not test positive shall be paid for all time lost while undergoing drug testing. Payment shall be at the applicable wage and benefit rates set forth in the applicable Union's Master Labor Agreement. Applicants who have been dispatched from the Union and who are not put to work pending the results of a test will be paid waiting time until such time as they are put to work. It is understood that an applicant must pass the test as a condition of employment. Applicants who are put to work pending the results of a test will be considered probationary employees.

6. The employers will be allowed to conduct periodic job site drug testing on the Project under the following conditions:

a. The entire jobsite must be tested, including any employee or subcontractor's employee who worked on that project three (3) working days before or after the date of the test;

b. Prior to start of periodic testing, a business representative will be allowed to conduct an educational period on company time to explain periodic jobsite testing program to affected employees;

c. Testing shall be conducted by a N.I.D.A. certified laboratory, pursuant to the provisions set forth in Paragraph 5 hereinabove.

d. Only two periodic tests may be performed in a twelve month period.

7. It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for the Employer to remove the employee from the jobsite.

8. Any grievance or dispute which may arise out of the application of this Agreement shall be subject to the grievance and arbitration procedures set forth in the PLA.

9. The establishment or operation of this Policy shall not curtail any right of any employee found in any law, rule or regulation. Should any part of this Agreement be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the parties, the remaining portions of the Agreement shall be unaffected and the parties shall enter negotiations to replace the affected provision.

10. Present employees, if tested positive, shall have the prerogative for rehabilitation program at the employee's expense. When such program has been successfully completed the Employer shall not discriminate in any way against the employee. If work for which the employee is qualified exists he/she shall be reinstated.

11. The Employer agrees that results of urine and blood tests performed hereunder will be considered medical records held confidential to the extent permitted or required by law. Such records shall not be released to any persons or entities other than designated Employer representatives and the applicable Union. Such release to the applicable Union shall only be allowed upon the signing of a written release and the information contained therein shall not be used to discourage the employment of the individual applicant or employee on any subsequent occasion.

12. The Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise out of the application of this Agreement and/or any program permitted hereunder.

13. Employees who seek voluntary assistance for substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in substance abuse programs shall be subject to all Employer rules, regulations and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.

14. This Appendix E shall constitute the only Agreement in effect between the parties concerning drug and alcohol abuse, prevention and testing. Any modifications thereto must be accomplished pursuant to collective bargaining negotiations between the parties.

DRUG ABUSE PREVENTION AND DETECTION  
APPENDIX E  
CUTOFF LEVELS

SCREENING DRUG	SCREENING METHOD	CONFIRMATION LEVEL **	CONFIRMATION METHOD	CONFIRMATION LEVEL
Alcohol	EMIT	.02%	CG/MS	.02%
Amphetamines	EMIT	1000 ng/m*	CG/MS	500 ng/ml*
Barbiturates	EMIT	300 ng/ml	CG/MS	200 ng/ml
Benzodiazepines	EMIT	300 ng/ml	CG/MS	300 ng/ml
Cocaine	EMIT	300 ng/ml*	CG/MS	150 ng/ml*
Methadone	EMIT	300 ng/ml	CG/MS	100 ng/ml
Methaqualone	EMIT	300 ng/ml	CG/MS	300 ng/ml
Opiates	EMIT	300 ng/ml*	CG/MS	300 ng/ml*
PCP (Phencyclidine)	EMIT	25 ng/ml*	CG/MS	25 ng/ml*
THC (Marijuana)	EMIT	100 ng/ml*	CG/MS	15 ng/ml*
Propoxyphene	EMIT	300 ng/ml	CG/MS	100 ng/ml

\* NTDA specified threshold

\*\* A sample reported positive contains the Indicated drug at or above the cutoff level for that drug. A negative sample either contains no drug or contains a drug below the cutoff level.

EMIT - Enzyme Immunoassay  
CC/MS - Gas Chromatography/Mass Spectrometry

SIDE LETTER OF AGREEMENT  
TESTING POLICY FOR DRUG ABUSE

It is hereby agreed between the parties hereto that an Employer who has otherwise properly implemented drug testing, as set forth in the Testing Policy for Drug Abuse, shall have the right to offer an applicant or employee a "quick" drug screening test. This "quick" screen test shall consist either of the "ICUP" urine screen or similar test or an oral screen test. The applicant or employee shall have the absolute right to select either of the two "quick" screen tests, or to reject both and request a full drug test.

An applicant or employee who selects one of the quick screen tests, and who passes the test, shall be put to work immediately. An applicant or employee who fails the "quick" screen test, or who rejects the quick screen tests, shall be tested pursuant to the procedures set forth in the Testing Policy for Drug Abuse. The sample used for the "quick" screen test shall be discarded immediately upon conclusion of the test. An applicant or employee shall not be deprived of any rights granted to them by the Testing Policy for Drug Abuse as a result of any occurrence related to the "quick" screen test.

BOARD AGENDA ITEM

Name of Contributor(s): **Dr. Jesus Vaca**

Date of Meeting: **June 24, 2015**

Closed Session: \_\_\_\_\_

- A. Preliminary \_\_\_\_\_
- B. Hearing: \_\_\_\_\_
- C. Consent Agenda \_\_\_\_\_
- D. Action Items   X
- E. Reports/Discussion Items (no action) \_\_\_\_\_
- F. Board Policies 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Approval of the Oxnard School District's and the Oxnard Supportive Services Association's Tentative Agreement for the 2015-2016 Collective Bargaining Agreement (Vaca)**

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**EXECUTIVE SUMMARY:**

The Oxnard School District (District) and the Oxnard Supportive Services Association (OSSA) have reached a tentative agreement for the 2015-16 contract year. The negotiating teams met on June 4, 2015 at the Educational Services Center. The process utilized Interest Based Bargaining (IBB) under the facilitation of Joanne Bodine, Interest Based Bargaining trainer and facilitator. I wish to acknowledge and thank the following team members for their dedicated work to develop a comprehensive collective bargaining agreement via the IBB process:

**OSSA Bargaining Team**

Andrea Blecher, OSSA President  
Brenda Muth  
Monica Garcia  
Annette Murguia  
Jennifer Lasley  
Irene Zavala

**OSD District Bargaining Team**

Dr. Jesus Vaca, Chief Negotiator  
Lisa Cline  
Marikaye Phipps  
Amelia Sugden  
Dr. Liam Joyce

The following articles were revised:

- Article 6: Duty Hours
- Article 16: Salaries
- Article 18: Fringe Benefits

**FISCAL IMPACT:**

The fiscal impact of the Tentative Agreement for the 2015-16 Collective Bargaining Agreement between the Oxnard School District and the Oxnard Supportive Services Association is \$370,625, to be paid from the general fund.

**RECOMMENDATION:**

The Administration recommends that the Board of Trustees adopt the Tentative Agreement for the 2015-2016 Collective Bargaining Agreement between the Oxnard School District and the Oxnard Supportive Services Association, as presented.

**ADDITIONAL MATERIAL(S):**

- OSD/OSSA Tentative Agreement for the 2015-16 Collective Bargaining Agreement Signature Page
- Revisions to the 2013-2016 OSD/OSSA Contract
- 2015-16 Proposed Salary Schedule effective 7/1/15
- Email dated 6/11/15 confirming OSSA ratification of contract revisions

**DISTRICT GOAL(S):**

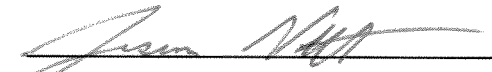
- 1 - Improve Communication with Community and Staff
- 6 – Develop the Annual Budget to Support the Educational Goals of the District



Oxnard School District  
And the  
Oxnard Support Services Association  
Collective Bargaining Agreement  
2015-16  
Tentative Agreement



Andrea Bleecher  
OSSA President



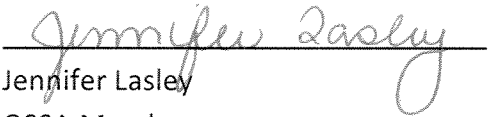
Dr. Jesus Vaca  
Assistant Superintendent/Chief Negotiator



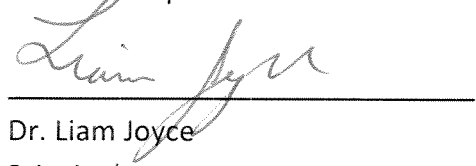
Brenda Muth  
OSSA Vice President



Lisa Cline  
Assistant Superintendent



Jennifer Lasley  
OSSA Member



Dr. Liam Joyce  
Principal



Annette Murguia  
OSSA Member



Amelia Sugden  
Principal



Irene Zavala  
OSSA Member



Marikaye Phipps  
Director of Special Education



Monica Garcia  
OSSA Member

Date:  
June 4, 2015

**Article 6. DUTY HOURS**

6.1 All unit members will be accountable for a forty-hour (40) work week in accordance with the following provisions:

6.2 The varying nature of professional duties does not lend itself to establishing daily starting and ending times of uniformity. Consequently, the starting and ending of unit member's workday may vary because of differing school/office schedules and starting times. Each year, the start and end times for each unit member's assignment shall be initially determined by the District **and/or site administrator**. If the District needs to make a change mid-year, the District shall first meet and confer with the Association. Assignment start and end times shall not be made arbitrarily, and/or capriciously.

6.3 Unit members shall be scheduled to work during time that maximizes student learning or when students are in session.

6.4 No unit member shall be required to extend their duty/work day beyond eight (8) hours inclusive of a 30 minute duty-free lunch.

6.5 Unit members are responsible for notifying their supervisor or their designee if the unit member will be away from the district during the 40-hour workweek.

6.6 The basic work year in the District shall be as provided in Appendix A. This work year may be increased or decreased by mutual agreement. Any change in the length of the work year shall result in a corresponding increase or decrease of one current salary per diem for each day of change. The District shall immediately notify in writing the President of the Association of any agreement to increase or decrease the work year of any unit member.

6.7 **Reduced Work Year.** Unit members who upon District approval voluntarily agree to reduce their work year to less than a full-time basis shall permanently relinquish any rights to that portion of their position which is voluntarily reduced.

6.8 The Association and District are committed to and share the belief that regular staff meetings are essential to achieve the organizational goals and maintain District and Department focus and purpose. To that end, staff members are expected to attend monthly staff

meetings at the District office and absent other assigned duties, attend one site staff meeting per month. For unit members assigned to more than one site, members may attempt to attend meetings at each assigned site on a rotating basis.

6.9 Vacancies: Current part time employees will be considered for vacant positions in the unit prior to advertised outside the District.

6.9.1 The District shall follow and apply any or all of the criteria listed below in filling vacancies:

- a. legal requirements of the District;
- b. years of service within the bargaining unit;
- c. individual training, experience, credentials;
- d. educational needs of the school or department to which the unit member is assigned; and
- e. preference of unit member.

In effectuating such vacancies, the District shall not act arbitrarily, capriciously, or without basis in fact.

6.9.2 When more than one part time employee has applied for a vacancy, and are considered equal under the criteria in Article 6.12.1, the most senior unit member shall prevail.

## **Article 16. SALARIES**

16.1 Effective with the ~~2014-15~~ **2015-16** school year, the District will implement a ~~2.95~~ **5%** increase on the OSSA salary schedule. **The District agrees to provide the same aggregate total cost percentage to OSSA members as it provides to any other employee group.**

~~16.1.1 In lieu of paying for the cost of employee health and welfare benefits for unit members, the District agrees to a salary schedule increase of \$680.67 monthly (current benefit cap amount \$795.58 minus statutory costs) across the board for each bargaining unit member beginning in the 2012-2013 school year.~~

16.4 Substituting. The Association and District are committed to and share the belief that when a unit member is on leave for 10 consecutive days or more, the District shall make a good faith effort to provide substitutes for unit members who work directly with students.

The District will first offer substitute assignments to current OSSA unit members. Unit members substituting for another unit member shall be compensated at their per diem rate of pay. If the District is unable to obtain an available OSSA unit member, the District shall search for substitutes outside of the District or in other OSD bargaining units. If the substitute assignment is offered to someone outside the bargaining unit and they are not appropriately credentialed, the rate of pay shall be the current substitute teacher rate of pay. If the substitute is appropriately credentialed and they are not part of the bargaining unit, then they shall be ~~paid Step 1 of the position's~~ **of the approved substitute** ~~current~~ salary schedule.

16.9.1 Any unit member who uses his/her personal vehicle in the performance of work for the school District shall receive a mileage stipend based on the following:

- A. Unit Members (except as described in C below) assigned to one location shall receive 60 miles per month at the IRS approved per diem rate.
- B. Unit Members (except as described in C below) assigned to more than one location shall receive 125 miles per month at the IRS approved per diem rate.
- C. Nurse Coordinator, Program Specialist Coordinator, Behavioral Specialist Coordinator, **unit members assigned to the BEST program** and Nurses shall receive 250 miles per month at the IRS approved per diem rate.
- D. Any member who travels miles in excess of the above mileage can claim the additional mileage pursuant to Board Policy 3350.

## **Article 18     FRINGE BENEFITS**

18.1     The Association agrees to be bound by the terms and conditions of the Gold Coast Joint Benefits Trust Participation Agreement. Such Participation Agreement shall be attached hereto as Appendix B and incorporated by this reference as though fully set forth herein. Unit members shall participate in the District's group health and welfare benefits currently in existence and/or as may be amended, changed, or modified by approval or resolution of the Board of Trustees for certificated staff. The cost of participating in the District's group health and welfare benefits shall be paid by the unit member. The unit member may participate in the District's Section 125 Plan to allow for monthly pre-tax deductions of the health and welfare benefits cost borne by the unit member (See Article 16.1.1).

18.2     The District and Association accept the Trust Fund directors appointed respectively by participating employees (Management) and employee organizations (Labor) as their directors and agree to be bound by the collective decisions of the Board of Directors to the extent such decisions are lawful, are consistent with the Trust Fund's Declaration of Trust and do not conflict with the terms and conditions of the parties' Participation Agreement or this collectively negotiated agreement.

18.3 Life Insurance. The District shall contribute monthly premiums for group life insurance. The insurance coverage will be in the amount of \$10,000 for members, \$1,500 for dependents older than six months, and \$100 for dependents six months and younger.

### 18.4 Health Insurance for Retirees

18.4.1 Bargaining unit members who were hired before July 1, 2006 will be eligible for the retirees' health insurance benefits subject to the following conditions: This provision shall apply to unit members retiring between the ages of fifty-five (55) and sixty-nine (69); the unit member must have served in a certificated position in the California public school system for at least fifteen (15) years and in the Oxnard School District for the eight (8) consecutive years preceding the date of retirement and the unit member must be participating in the health benefits program ~~at the time of separation~~ **for at least 8 of 10 years immediately**

**preceding their retirement date..** For such unit members who elect to participate in this benefit, the District shall contribute the full amount of the composite rate premium for group health insurance and the full amount of the premium for vision and dental until the unit member reaches age sixty-nine (69). This insurance shall continue until age sixty-nine (69) even though the retiree is eligible for and receiving alternative insurance.

18.4.2. Bargaining unit members who are hired on or after July 1, 2006 through June 30, 2012 will be eligible for the retirees' health insurance benefits subject to the following conditions:

This provision shall apply to unit members retiring between the ages of fifty-five (55) and sixty-five (65); the unit member must have served in a certificated position in the California public school system for at least fifteen (15) years and in the Oxnard School District for the eight (8) consecutive years preceding the date of retirement and the unit member must be participating in the health benefits program ~~at the time of separation~~ **for at least 8 of 10 years immediately preceding their retirement date.** For such unit members who elect to participate in this benefit, the District shall contribute the full amount of the composite rate premium for group health insurance and the full amount of the premium for vision and dental until the unit member reaches age (65). This insurance shall continue until age sixty-five (65) even though the retiree is eligible for and receiving alternative insurance.

18.4.3 For retirees who satisfy the terms and conditions of Section 18.4 of the contract and who are eligible for Medicare prior to reaching the age of 69, the District's health insurance contribution shall be modified to provide secondary/supplemental coverage to Medicare A and B until age 69 in lieu of primary coverage. Should a retiree not be eligible for Medicare, then the retiree shall continue to be covered by the District's health insurance and that insurance shall act as the primary coverage up to the age of 69.

18.4.4 Should a retiree who was formerly a part-time employee elect to enroll, the District shall prorate the premium contribution (e.g., a 75% FTE employee shall pay 25% of the district's premium contribution). The retiree will be obligated to pay any difference between the

District's contribution and the actual insurance premium.

18.4.5. A retiree can elect to opt-out of the insurance program at any time. Once this decision is made it is irrevocable.

18.4.6 Coverage under this section applies only to the retiree, their spouse or domestic partner, and any eligible dependents that are covered at the time of retirement.

18.5 O SSA Members hired into the District AFTER July 1, 2012 are not eligible for retiree health benefits.



Oxnard Support Services Association (OSSA)  
 2015-16 Proposed Salary Schedule effective 07/01/2015

<b>Nurse</b>			
	Daily Rate	Column	Anniversary
Step 1	\$ 399	\$ 72,995	\$ 1,742
Step 2	\$ 418	\$ 76,575	
Step 3	\$ 439	\$ 80,361	
Step 4	\$ 461	\$ 84,359	
Step 5	\$ 484	\$ 88,584	

<b>Nurse w/Masters*</b>			
	Daily Rate	Column	Anniversary
Step 1	\$ 449	\$ 82,177	\$ 1,949
Step 2	\$ 471	\$ 86,281	
Step 3	\$ 495	\$ 90,612	
Step 4	\$ 520	\$ 95,207	
Step 5	\$ 544	\$ 99,493	

<b>School Counselor</b>			
	Daily Rate	Column	Anniversary
Step 1	\$ 427	\$ 78,108	\$ 1,857
Step 2	\$ 461	\$ 84,340	
Step 3	\$ 495	\$ 90,571	
Step 4	\$ 529	\$ 96,803	
Step 5	\$ 563	\$ 103,035	

<b>Coordinator (Nurse)</b>			
	Daily Rate	Column	Anniversary
Step 1	\$ 480	\$ 100,705	\$ 2,366
Step 2	\$ 501	\$ 105,187	
Step 3	\$ 523	\$ 109,892	
Step 4	\$ 547	\$ 114,841	
Step 5	\$ 572	\$ 120,032	

<b>Speech Therapist</b>			
	Daily Rate	Column	Anniversary
Step 1	\$ 449	\$ 82,177	\$ 1,949
Step 2	\$ 471	\$ 86,281	
Step 3	\$ 495	\$ 90,612	
Step 4	\$ 520	\$ 95,207	
Step 5	\$ 544	\$ 99,493	

<b>Psychologist</b>			
	Daily Rate	Column	Anniversary
Step 1	\$ 485	\$ 94,624	\$ 2,229
Step 2	\$ 507	\$ 98,884	
Step 3	\$ 530	\$ 103,359	
Step 4	\$ 554	\$ 108,055	
Step 5	\$ 579	\$ 112,987	

<b>Coordinator</b>			
	Daily Rate	Column	Anniversary
Step 1	\$ 480	\$ 86,319	\$ 2,042
Step 2	\$ 501	\$ 90,160	
Step 3	\$ 523	\$ 94,193	
Step 4	\$ 547	\$ 98,435	
Step 5	\$ 572	\$ 102,886	

<b>Coordinator</b>			
	Daily Rate	Column	Anniversary
Step 1	\$ 480	\$ 107,898	\$ 2,528
Step 2	\$ 501	\$ 112,700	
Step 3	\$ 523	\$ 117,741	
Step 4	\$ 547	\$ 123,044	
Step 5	\$ 572	\$ 128,607	

<b>Coordinator</b>			
	Daily Rate	Column	Anniversary
Step 1	\$ 480	\$ 91,200	\$ 2,152
Step 2	\$ 501	\$ 95,190	
Step 3	\$ 523	\$ 99,370	
Step 4	\$ 547	\$ 103,930	
Step 5	\$ 572	\$ 108,680	

<b>Coordinator</b>			
	Daily Rate	Column	Anniversary
Step 1	\$ 480	\$ 98,400	\$ 2,314
Step 2	\$ 501	\$ 102,705	
Step 3	\$ 523	\$ 107,215	
Step 4	\$ 537	\$ 110,085	
Step 5	\$ 572	\$ 117,260	

**Inactive Classifications:**

Coordinator - GATE	180 Days
Coordinator - Reading First	180 Days
Coordinator - Title VII Prof. Develop.	180 Days
Coordinator - Prof. Develop.	225 Days
Coordinator - Educational Media Tech	225 Days
Senior Psychologist	225 Days
Senior Speech Therapist	225 Days

\*Masters must be in Nursing, Public Health or Education

Anniversary increments in the amount of \$600 shall be granted at the beginning of the 9th year and 2.25% of Step 1 of the employee's salary, plus \$100 shall be granted at the beginning of the 12th, 15th, 18th, 21st, 24th, 27th, 30th, 33rd, 36th and 39th years of service to the District. An annual doctorate stipend of \$500 will be offered. An annual stipend of \$1,000 will be offered to the Senior Psychologist and the Senior Speech Therapist.

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**From:** Vaca, Jesus A  
**Sent:** Thursday, June 11, 2015 1:48 PM  
**To:** Pierce, Paulina C  
**Subject:** FW: Ratify Contract

FYI

Dr. Jesus Vaca  
Assistant Superintendent Human Resources and Support Services  
Oxnard School District

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**From:** Muth, Brenda K  
**Sent:** Thursday, June 11, 2015 12:43 PM  
**To:** Cline, Lisa D; Vaca, Jesus A  
**Subject:** Ratify Contract

Hello,

OSSA ratified the contract for next year with the changes made in negotiations.

Thanks,

*Brenda Muth*

District Psychologist  
Fremont Jr. High  
Oxnard, CA

## **BOARD AGENDA ITEM**

**Name of Contributor:** Lisa Cline

**Date of Meeting:** 6/24/15

**STUDY SESSION** \_\_\_\_\_

**CLOSED SESSION** \_\_\_\_\_

**SECTION B: HEARINGS** \_\_\_\_\_

**SECTION C: CONSENT** \_\_\_\_\_

**SECTION D: ACTION**     **X**    

**SECTION E: REPORTS/DISCUSSION** \_\_\_\_\_

**SECTION F: BOARD POLICIES**      1<sup>st</sup> Reading \_\_\_\_\_      2<sup>nd</sup> Reading \_\_\_\_\_

### **Award of Field Contract #FC-P16-00022 – Fremont Sheet Metal Project (Cline/CFW)**

Proposals were solicited for Field Contract #FC-P16-00022, Fremont Sheet Metal Project, pursuant to the Uniform Public Construction Cost Accounting Act. Two proposals were received on Tuesday, May 19, 2015. The scope of work involves the fabrication installation of a sheet metal cover for exposed fire sprinkler lines at Fremont Middle School.

It is requested that the Board of Trustees award Field Contract #FC-P16-00022 to Architectural Sheet Metal Inc., in the amount of \$24,800.00. The project will be funded through Measure R Funds.

#### **FISCAL IMPACT:**

\$24,800.00 – Measure R

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and Caldwell Flores Winters Inc., that the Board of Trustees award Field Contract #FC-P16-00022, Fremont Sheet Metal Project, in the amount of \$24,800.00 to Architectural Sheet Metal Inc.

#### **ADDITIONAL MATERIALS:**

Attached:      Field Contract #FC-P16-00022, Architectural Sheet Metal Inc. (3 Pages)

#### **DISTRICT GOAL(S):**

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

**FIELD CONTRACT FOR LABOR AND MATERIALS FOR PROJECTS LESS THAN \$45,000.00**

THIS CONTRACT is made as of June 24, 2015, between **ARCHITECTURAL SHEET METAL INC.** (“Contractor”) and the Oxnard School District (“District” and, together with Contractor, “the Parties”).

A. In consideration of the satisfactory performance of this contract by Contractor, District agrees to pay or cause to be paid to Contractor the sum of Twenty-Four Thousand Eight Hundred Dollars (\$24,800.00), payable in 1 progress payments subject to additions and deductions as provided in this agreement. This sum shall constitute payment in full to Contractor for all work provided under this agreement, including but not limited to employee or sub-contractor costs, taxes, insurance and permit costs.

B. The work to be performed by Contractor shall consist of: **\*\*PER ATTACHED PROPOSAL DATED 5/18/15.**

C. Contractor agrees to commence the work within **\*\*** calendar days after receiving notice to proceed (NTP) from the District and to carry out the work at all times with the greatest possible dispatch and to complete the entire work under this agreement within **\*\*** calendar days. All work must be completed within the time limits set forth in this Contract. **\*\*Work to begin June 29, 2015 & be completed by July 24, 2015.**

D. The Parties agree that damages for Contractor’s failure to complete all work within the specified time limit are impossible to ascertain but the sum of One Hundred Dollars (\$100.00) per day is a reasonable estimate. Should the work not be completed within the time indicated above, the Contractor shall be liable for liquidated damages, payable to the District, in the amount of One Hundred Dollars (\$100.00) for each calendar day of delay in completion.

E. This contract includes the terms and conditions provided hereinafter under the heading “**General Conditions**”.

F. Contractor guarantees that the work done under this agreement will be free from faulty materials or workmanship. On receiving notification from owner, Contractor agrees to remedy, repair, or replace, immediately, without cost to owner and to its entire satisfaction, all defects, damages, or imperfections appearing in the work within a period of one year from completion of this agreement. However, if the drawings or specifications provide for a guaranty or warranty of any materials or workmanship in excess of the above stated one year period, the longer guaranty or warranty shall be controlling as to the covered materials or workmanship. Payments to Contractor shall not relieve Contractor of these obligations.

G. **PREVAILING WAGE RATES:** Prevailing wage rates apply to all public works over \$1,000 and such work/projects are subject to compliance monitoring and enforcement by, and Contractor on such projects must be registered with, the Department of Industrial Relations. Contractor shall adhere to the prevailing wage determinations made by the Director pursuant to **California Labor Code Division 2, Part 7, Chapter 1, Articles 1-5**. Copies of the prevailing rate of per diem wages are on file in the District Purchasing Department. Contractor shall post all applicable job site notices, including prevailing wage rates, at conspicuous locations at the job site. To the extent applicable, Contractor shall furnish payroll and all records specified in Labor Code §1776 directly to the Labor Commissioner, as prescribed by the Labor Commissioner. Contractor shall ensure that subcontractors, if any, adhere to this provision.

H. **FINGERPRINTING:** Contractors must be required to have their employees fingerprinted prior to the start of work, pursuant to *California Education Code* Section 45125.1

I. **IN WITNESS HEREOF**, the Parties have executed this agreement, including all contract documents as indicated below, which are on file with the District and are made a part hereof:

<u>      </u> Scope of Work	<u>  X  </u> Subcontractor List	<u>      </u> Performance Bond
<u>      </u> Specifications	<u>  X  </u> Certificates/Liability Insurance	<u>  X  </u> PurchaseOrder No. <u>P16-00022</u>
<u>      </u> Drawings	<u>  X  </u> Certificates/Workers Compensation Insurance	<u>  X  </u> Proposals dated <u>5/18/15</u>
<u>      </u> Supplemental Conditions		<u>  X  </u> Other <u>PWC-100 DIR Registration</u>

**CONTRACTOR TO FILL IN THE FOLLOWING**

(By signing below, Contractor represents that it is qualified to perform public work pursuant to Labor Code Section 1771(a) and that adequate evidence of current registration with the Department of Industrial Relations is included or has been separately provided to District)

Firm Name _____	Date _____
Signature _____	Telephone _____
Title _____	Fax No. _____
	Contractor’s License No. _____
Firm Address _____	Fax No. _____
	License Class _____
	Tax I.D. No. _____

**FOR DISTRICT USE ONLY**

Project Manager <u>Greg Grant, CFW</u>	Date _____
Signature _____	Funding Source <u>Measure R</u>

## GENERAL CONDITIONS

- WORK:** The term "work" of Contractor when mentioned in this agreement includes labor or materials, or both.
- JOB WALK/SITE VISIT:** Contractor shall become fully acquainted with the site of the proposed work and all the conditions relating to the construction and labor involved so that any difficulties and restrictions regarding the execution of this work are fully understood. Contractor shall make no claim for compensation in addition to that specified in this contract based upon site conditions apparent by inspection, either actual or constructive, at the time of signing this contract.
- LABOR, MATERIALS AND EQUIPMENT:** Contractor shall furnish and transport all labor, materials, tools, implements, appliances and equipment required to perform and completely finish in a workmanlike manner to the satisfaction and approval of the District, free of any and all liens and claims of laborers, artisans, material men, suppliers, and subcontractors, and in conformity in all respects with all applicable federal, state, county, and municipal laws, ordinances, rules, regulations, the work described in the plans and/or specifications, if any, or as described in this contract.
- DEFAULT BY CONTRACTOR:** Contractor's failure to comply with any of the terms and/or conditions of this contract shall constitute a default by the Contractor. If Contractor at any time during the progress of the work refuses or neglects, without the fault of the District, to supply sufficient materials or workers to complete the work for a period of more than 10 days after having been notified in writing by the District to furnish them, the District shall have the power to furnish and provide such materials and workers as are necessary to finish the work, and the reasonable expense thereof shall be deducted from the contract price as determined by this agreement.
- TERMINATION:** District may, by written notice to Contractor, terminate Contractor's right to proceed with the work if Contractor (1) defaults on this contract, (2) refuses or fails to prosecute the work with sufficient diligence to ensure its completion within the time specified in this contract or in an amendment agreed to as provided in this contract, (3) fails to make timely payments to subcontractors or material suppliers, (4) disregards laws, ordinances, rules, regulations or order of any public authority having jurisdiction over this project, or (5) otherwise does not in good faith carry out the terms of this agreement. Upon receipt of a written notice of termination, Contractor shall then discontinue the work and District will have power to contract for completion of the work or to complete the work itself, and to charge the cost and expense to Contractor, and the expense so charged shall be deducted and paid by the District out of money that either may be due or may at the time thereafter become due to Contractor under this agreement or any part of it. If such expense exceeds the sum that would have been payable under this agreement had Contractor completely performed the work, Contractor shall immediately pay the amount of excess to District, failing which recourse may be made immediately to Contractor's bond. In case District requires Contractor to discontinue work under this agreement, Contractor agrees to waive and hereby does waive all claims against District for profits, loss, of damages on the uncompleted work.
- DISCONTINUE:** District shall have the right at any time, for its own convenience when in its opinion it becomes necessary or expedient to discontinue permanently the work being done under this agreement by sending a written notice to Contractor, and Contractor shall then discontinue the work. In this event, District shall pay to Contractor the full amount to which Contractor is entitled for all work done and labor and materials furnished by Contractor under this agreement and to the satisfaction of the District up to the time of such discontinuance. Such amount to be determined by District.
- EXCUSABLE DELAY:** District may at its sole discretion grant Contractor a time extension to complete this contract due to causes not reasonably foreseeable by the parties to this contract if the contractor presents a request for a time extension to the District, writing within 5 days of the event or occurrence for which the extension is sought providing satisfactory evidence to establish that fault, and it shall not be entitled to time extension to complete the contract.
- TIME:** Time is of the essence in the performance of this contract.
- PROVISIONS REQUIRED BY LAW:** Each and every provision of law or clause required to be inserted in the contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.
- SUBCONTRACTORS:** Any subcontractor engaged by the Contractor shall be engaged subject to the prior written approval of District. Contractor shall be responsible for all operations of each subcontractor and for all subcontractors' compliance with their terms of this contract. This contract shall not be construed as creating a contractual relationship between the District and any subcontractor.
- PREVAILING WAGE RATES:** Refer to Paragraph G on the Cover of this Contract.
- APPRENTICEABLE OCCUPATIONS:** Contractor shall be responsible for compliance with Labor Code & 17775 et. seq. for apprenticeable occupations.
- PAYROLL RECORDS:** Contractor and subcontractors shall comply with Labor Code Section 1776 regarding payroll records including, but not limited to, keeping accurate records that show the name, address, social security number, work week and the actual per diem wages paid to each journeyman, apprentice, worker, or other employed in connection with this contract. Payroll records shall be certified and available for inspection during business hours at Contractor's, or subcontractor's principal place of business.
- HEALTH AND SAFETY:**
  - Safety Standards:** Contractor shall perform this contract in compliance with all applicable laws, ordinance, rules, regulations, standards and lawful orders of public authorities bearing on safety of persons or property of their protection from damage, injury or loss and shall insure that all completed work stratifies all applicable safety standards. Contractors shall erect and maintain as required by existing conditions and performance of the contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazard promulgation safety regulations and notifying the District and users of adjacent sites and utilities. Contractor shall obtain from the District and comply with rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present. The policy of District is to promote safety practices that minimize personal injury and potential property damage. Contractor covenants that all employees working on this project meet or exceed all laws, ordinance, rules, regulations, codes and standards for safety and protection of personnel and property. Although it has not duty to do so, District may notify Contractor upon discovery of a safety standard violation and, when so notified, Contractor shall immediately correct the unsafe practice or situation. District retains the right in its sole discretion to shut down the work until any unsafe practice or situation is corrected in which case Contractor shall not be entitled to any time extension to complete work under the contract and shall be liable for assessment of any resulting liquidated damages. The power in the District to stop the work does not give rise to any duty on the part of the District to exercise this right for the benefit of the Contractor to any other person or entity. District retains the right, in its sole discretion, to assess Contractor a fine at *one hundred dollars per day* for failure to timely correct any unsafe practice or situation for which it has received written notice from the District. Determination of timeliness of Contractor actions taken to correct an unsafe practice or situation is written the sole discretion of the District.
  - Drug and Alcohol Use:** Contractor shall not permit the possession, use, or sale of any alcoholic beverage or illegal, controlled drug or substance or the abuse of prescribed medication on or immediately adjacent to the jobsite by any Contractor employee, subcontractor, subcontractor's employee or associate.
  - Hazardous or Toxic Substances:** Contractor shall notify District in writing if performance of this contract may result in exposure to any person, or any District property, to toxic or hazardous substances. Contractor shall comply with all State and Federal laws and regulations regarding handling and use of toxic or hazardous substances and shall keep accurate records of all exposures required to be monitored by State or Federal Law.
  - Scheduling:** Contractor shall schedule all work involving dangerous and/or excessively noisy equipment outside of normal school hours as defined by District.
- ASBESTOS AND OTHER HAZARDOUS MATERIAL:** Contractor shall not use or allow any subcontractor to use any materials containing asbestos in the project. In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop work in the area affected and report the condition to District. The work in the affected area shall not thereafter be resumed except by written agreement of District and Contractor, if in fact the material is asbestos or polychlorinated biphenyl (PBC), or until the material has been rendered harmless.
- MATERIAL SAFETY DATA SHEETS:** Contractor shall make Material Safety Data Sheets available in a readily accessible place at the work site for any material requiring a Material Safety Data Sheet pursuant to the Federal Hazard Communication; standard or employees right to know law. Contractor shall ensure proper labeling of any substance brought onto the job site, inform any person working with material requiring a Material Safety Data Sheet or within the general area of the material or the hazards of the substance and ensure that such person(s) follow proper handling and protection procedures.
- PROTECTION OF WORKERS, PROPERTY AND WORK:** Contractor shall erect and properly maintain at all times as required by conditions and progress of work all necessary safeguards, signs, barriers, lights and watchmen for the protection of workers and the public and shall post danger signs warning against hazards created by construction. In an emergency affecting safety of life, work or adjoining property Contractor, without special instruction or authorization from District, may act at his/her discretion; to prevent threatened loss or injury.
- DAMAGE TO DISTRICT PROPERTY:** Contractor shall restore, at Contractor's expense, to its original condition, any District property damaged as a result of carrying out any portion of this contract. Contractor shall notify District not less than five (5) workdays in advance of necessity for vehicles or heavy equipment to cross any turf or lawn area so the irrigation water may be withheld from the area to be traversed. Contractor shall be liable for any damage and/or vandalism to the project during the performance of this contract or as a result of storing materials on site in an unauthorized and/or unsecured manner.
- HOLD HARMLESS:** With the exception that the following provisions of this article shall in no event be construed to require indemnification by Contractor in excess of that permitted under the public policy of the State of California, Contractor shall indemnify and save harmless the District and its governing board, agents and employees, and each of them, of and from:
  - Any and all claims, demands, causes of action, damages, costs, expenses, losses, or liabilities in law or in equity, of every kind and nature whatsoever (including, but not limited to, injury to or death of Contractor any subcontractor, or any employees of District, Contractor or any subcontractor, and damage to or destruction of property), arising out of or in any manner directly or indirectly connected with the work to be performed under this contract, however caused, regardless of any negligence of District or its agents, employees or servants, be it active or passive, except the sole negligence or willful misconduct of District or its agents, employees or servants acting in the scope of their duties; and
  - Any and all penalties imposed on account of the violation of any law or regulation, compliance with which is left by this contract to Contractor. Contractor shall (1) at Contractor's own cost, expense and risk, defend all suits, actions or other legal proceedings that may be brought or instituted by third persons against District, its agents, employees or servants, or any two or more of them, on any such claim, demand or cause of action of such, third persons, or the enforce any such penalty, (2) pay and satisfy any judgment or decree that may be rendered against District or its agents, employees or servants, or any two or more of them, in any such suit, action or legal proceedings., and (3) reimburse District and its agents, employees and/or servants for any and all legal expenses incurred by each of them in connection therewith or in enforcing the indemnity granted in this article.
- INSURANCE:** Contractor shall obtain all required insurance from a company or companies acceptable to District and shall not allow any subcontractor to commence work on its subcontract until it obtains all required insurance. Contractor shall provide evidence of insurance in the form of a Certificate of Insurance naming District as an additional insured and providing District thirty (30) days written notice of reduction in coverage or cancellation. Contractor shall insert a provision substantially similar to the requirements of this article in each subcontract covering any portion of the work and shall require subcontractors to take out and maintain such insurance and to file proof of compliance as stated above. Contractor shall obtain and provide the following policies of insurance, submit to the District evidence of the insurance prior to commencing work on the contract, and maintain the insurance at all times during the life of the contract:
  - Comprehensive General Liability Insurance that shall name the district as an additional insured and shall protect Contractor and District against any liability that Contractor may incur (1) on account of bodily injuries to or the death of any person other than an employee of Contractor and consequential damages arising therefrom to the extent of not less than \$500,000 and on account of bodily injuries to or the death of more than one such person, subject to the same limit for each, and consequential damages arising therefrom as a result of any one occurrence to the extent of not less than \$500,000 and (2) on account of damage to or construction of any property, to the extent of not less than \$500,000 for each accident and \$500,000 aggregate.
  - Workers compensation insurance in statutory form and Employer Liability Insurance covering Contractor's liability to the extent of not less than \$500,000 for damages on account of bodily injuries to or death of one person or persons. The insurance described in part "a" above shall also provide contractual liability coverage satisfactory to District with respect to liability assumed by Contractor under the indemnity provisions in article 18 of this contract. Contractor shall be aware of and comply with, and require subcontractors to comply with Workers Compensation laws and all related regulations pursuant to California Labor Code, Division 2, Part 7, Chapter 1, Article 3.
  - Fire Insurance will be provided by the District with coverage at one hundred percent (100%) of the insurable value of the contract including labor and materials in or adjacent to the structure insured and materials in place or to be used as part of the permanent construction including surplus materials, protective fences, temporary structure, miscellaneous materials and supplies incident to the work. Any loss shall be payable to the District.
- BONDS:** District shall have the right to require Contractor to furnish such bond or bonds covering the faithful performance of all the terms, conditions, provisions of this contract and the payment of all obligations arising under this contract in the form and amount as District may prescribe and with such sureties as it may approve. Such bonds shall be arranged and paid for by the Contractor and shall be issued by a surety admitted to issue bonds in California. These bonds are referred to in this contract as Contractor's bonds.
- WORKERS:**
  - Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit or unskilled person in performing this contract.
  - Contractor shall remove from the work any employee deemed incompetent or unfit by District and shall not again employ that employee on the project except with written consent of District.
- SUPERVISION:** Contractor shall provide competent supervision of all its employees engaged in performance of this contract.
- CONTRACTOR NOT AN OFFICER, EMPLOYEE OR AGENT OF DISTRICT:** While engaged in carrying out this Contract, Contractor is an independent contractor and not an officer, employee, servant or agent of District. Contractor has and hereby retains the right to exercise full control and supervision of the work and full control over the employment, direction, compensation and discharge of all persons assisting in the work. Contractor agrees to be solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding and all other regulations governing such matters. Contractor agrees to be responsible for its own acts and those of its subordinates, employees and subcontractors.
- PERMITS AND LICENSES:** Contractor shall acquire all necessary permits and shall secure and maintain in force all licenses and permits required by law to perform this contract.
- OCCUPANCY:** District reserves the right to occupy buildings or facilities at any time before contract completion. Occupancy shall not constitute final acceptances of any part of the work converted by this contract for small occupancy existed the date specified for completion.
- ASSIGNMENT:** Contractor shall not assign any of its duties or responsibilities under the terms of the contract.
- BRAND OR TRADE NAMES:** When a brand name or names are listed, it or they shall be construed to be followed by the words "or approved equal" whether or not those words in fact follow the brand name or names in the specifications. Any product meeting this specified standards in the District's judgment will qualify as a substitute for the specified work. In the case that an item listed in the specification is specified by only one brand name or trade name, the District's research has indicated that the item has a unique or novel product application. Where District is aware of two or more equal products, at least two trade names will be listed. Exact compliance with specified brand or trade name products is required unless an amendment is issued. All requests to substitute must be in writing directed to the District's Director of Facilities. Contractor must supply the brand name, model number and other information to substantiate that the substitute item is equal to the item specified. District retains the right, in its sole discretion, to approve the item required for substitution as "an equal" or to determine that the item is not equal to the item specified, or to request further substantiating information.
- PAYMENT:** Ninety percent of the contract price, less (1) any fines imposed pursuant to law or these General Conditions; (2) funds withheld due to stop notices; and/or (3) funds withheld to correct damages caused by Contractor will be paid in a lump sum upon satisfactory completion of the work and acceptance by District unless specified otherwise in this contract or any special conditions. District will retain the *retention amount allowed by law* for a period of thirty-five (35) days after recording the Notice of Completion. Payment of such amount requires that Contractor first provide to District a waiver and release from each subcontractor, if any, engaged in the work in the form prescribed by Civil Code section 3262.
- ANTI-DISCRIMINATION:** Contractor, and any subcontractor hired by Contractor, shall not discriminate against any employee engaged in the performance of this contract because of race, color, ancestry, sex, national origin, or religious creed. Contractor and subcontractors shall comply with applicable Federal and California laws including but not limited to the California Fair Employment Practice Act, set forth in Government code sections 12900 et. seq. and Labor Code section 1735.
- INSPECTION:** District shall at all times have access to all parts of the work and to the shops where the work is in preparation. Contractor shall at all times maintain proper facilities and provide safe access for conservation and inspection of the work. District shall have the right to reject, or require contractor of, materials and/or workmanship that are defective. Contractor shall remove rejected work from the premises without charge to District. District reserves the right to determine in its sole discretion and at any time before final acceptance of the work, the necessity of examining work already completed by removing or tearing out the same, in which case Contractor shall, on request, promptly furnish all necessary facilities, labor and materials to uncover the work in question for inspection or observation. If District determines the uncovered work to be defective in any respect, promptly furnish all necessary facilities, labor or materials to uncover the work in question for inspection or observation. If District determines the uncovered work to be defective in any respect due to fault of the contractor or its subcontractor, Contractor shall bear all expenses of the examination and of satisfactory reconstruction. If however, District determines that the work meets the requirements of the contract, District shall approve a change order for the additional cost of labor and materials necessarily involved in the examination and replacement of the work.
- CLEAN UP:** Contractor shall complete clean-up and removal of spills, extra or unused materials, debris, rubbish, trash and/or implements of services that result from the performance of this contract. Contractor shall remove waste materials from District premises and Contractor shall not place waste materials in District owned disposal containers located on the site or other District premises. Contractor shall comply with all applicable laws, ordinances, regulations, and statutes for disposal of waste materials. Contractor shall ensure that the project size is clean and free of debris at the end of each workday, unless the area of work is secured from staff and/or students and the District grants permission.
- CHANGES:** Contractor shall make no changes in the work without specific prior written authorization by means of a "change order" from the District. Contractor shall not submit a claim for an adjustment of the contract price which has not been included in a written change order. If at any time or times during the progress of the work the District desires to make any additions to, alterations of, deviations or omissions from, the work to be performed under this contract, it shall be at liberty to do so and the same shall in no way affect or make void this agreement, but no such additions, alterations, deviations or omissions shall be made except at District's written request. Any such alterations, deviations or omissions that decrease the cost of the work shall be evaluated on a lump-sum basis and this amount shall be deducted from the contract price, the amount thereof to be agreed on in writing. Any such additions, alterations, or deviations that increase the cost of the work shall be evaluated on a lump-sum basis, the amount thereof to be agreed on in writing before execution of the work.
- INTEGRATION CLAUSE:** This agreement comprises the entire understanding of the parties and supersedes all previous agreements, written and verbal. It may be amended only by a writing signed by both parties.
- CONTRACTOR'S LICENSE NOTICE:** Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar. Contractors' State License Board, 9835 Goethe Road, Sacramento, CA. Mailing address: P.O. Box 26000, Sacramento, CA 95826.
- NOTICE:** Any notice required or permitted under this contract shall be deemed given, if in writing upon the earlier of delivery or five (5) days following deposit in the U.S. Mail, first-class postage prepaid, and addressed to the other Party at the address contained in the contract but each Party may change its address by written notice to the other Party, as necessary.
- ATTORNEY'S FEES:** In the event of litigation between the Parties, or if a Party becomes involved in litigation because of wrongful acts of the other Party, the court will award reasonable attorney's fees to the prevailing party. The amount will be sufficient to compensate the prevailing party for all attorney's fees incurred in good faith.
- CONFLICT:** If any documents other than the face of this Contract and these General Conditions supplement and become a part of this Contract, and if such supplementary documents contain any terms, clauses or language that are in conflict with the terms, clauses or language on the face of this Contract and these General Conditions, then the terms stated on the face of this Contract and in these General Conditions shall be deemed to be valid whereas the conflicting terms in the supplementary document shall be deemed void and of no consequence.
- SEVERABILITY CLAUSE:** If any provision of this contract is held to be invalid, such invalidity shall not affect other provisions of the contract which can be given effect without the invalid provision, and to this and the provisions of this contract are severable.
- KEYS:** Contractor shall comply with the sign the District's **CONTRACTORS KEY ISSUE/SECURITY AGREEMENT** prior to commencement of work.
- FINGERPRINTING:** Contractors may be required to have their employees fingerprinted prior to the start of work, pursuant to California Education Code Section 45125.1.

# ARCHITECTURAL SHEET METAL INC

437 DAWSON DRIVE SUITE C · CAMARILLO, CA 93012 · 805-388-9272 · FAX: 805-504-3754 · ST LIC 955144

## Proposal

Lisa A. Franz  
Oxnard School District  
1051 South A Street  
Oxnard, CA 93030  
(805)385-1501 x2414  
[lfranz@oxnardsd.org](mailto:lfranz@oxnardsd.org)  
cc: [ggrant@cfwinc.com](mailto:ggrant@cfwinc.com)

MAY 18, 2015

DATE: May 18, 2015  
PROJECT: FREMONT SCHOOL 1130 M STREET OXNARD CA 93030  
SCOPE: FABRICATION & INSTALLATION

PLEASE CONSIDER THIS BID TO FABRICATE AND INSTALL A CONTINUOUS CHASE [COVER] FOR EXPOSED FIRE SPRINKLER LINES AND ADJACENT BRACING ALONG EAST AND WEST SIDES OF BUILDING 800, APPROXIMATELY 210' PER SIDE [420'] WITH OPEN ENDS SCREENED OFF.

- WE PROPOSE TO FABRICATE THE COVER FROM 22 GA STEEL WITH A "BONDERIZED" FINISH OR "JET COAT" TO FACILITATE PAINTING BY OTHERS.
- BECAUSE WE ARE ENCLOSING THE EXISTING SOFFIT "VENT SCREED" A PROVISION SHALL BE MADE TO REPLACE THE VENTED AREA WITHIN THE NEW CHASE. EITHER WITH A SERIES OF VENTILATION PORTS OR A RECTANGULAR SECTION OF SCREENING ON THE "REAR" SIDE OF CHASE SECTIONS  
**SAMPLE TO BE APPROVED PRIOR TO FABRICATION**
- THE CHASE SHALL BE MOUNTED TO THE EXISTING FASCIA AND STUCCO SOFFIT USING "TAPCON" FASTENERS. INDIVIDUAL LENGTHS ARE 10' AND SHALL LAP AT JOINTS. PLATE TYPE PATCHES SHALL BE USED WHERE ACCESS SLOTS ARE REQUIRED FOR LATERAL PIPING.

*NOTES: ALL WORK TO BE PERFORMED DURING THE PERIOD SPECIFIED. 6-29-2015 TO 7-24-2015  
EXCLUSIONS: PAINTING BY OTHERS,*

**PRICE : 24,800.00 TWENTY FOUR THOUSAND EIGHT HUNDRED DOLLARS EXACTLY**

WE ARE INSURED WITH 2,000,000.00 LIABILITY AND STANDARD CALIFORNIA WORKER'S COMPENSATION COVERAGE, AND REGISTERED WITH DIR.

RESPECTFULLY SUBMITTED,



Johnny Meloni/ Estimator

## **BOARD AGENDA ITEM**

**Name of Contributor:** Lisa Cline

**Date of Meeting:** 6/24/15

**STUDY SESSION** \_\_\_\_\_

**CLOSED SESSION** \_\_\_\_\_

**SECTION B: HEARINGS** \_\_\_\_\_

**SECTION C: CONSENT** \_\_\_\_\_

**SECTION D: ACTION**   **X**  

**SECTION E: REPORTS/DISCUSSION** \_\_\_\_\_

**SECTION F: BOARD POLICIES**      1<sup>st</sup> Reading \_\_\_\_\_      2<sup>nd</sup> Reading \_\_\_\_\_

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**Award of Field Contract #FC-P16-00023 – Fremont Tack Wall for Building 800 (Cline/CFW)**

Proposals were solicited for Field Contract #FC-P16-00023, Fremont Tack Wall for Building 800, pursuant to the Uniform Public Construction Cost Accounting Act. Two proposals were received on Monday, May 18, 2015. The scope of work involves the installation of Fabric Mate tack wall cover in Building 800 at Fremont Middle School.

It is requested that the Board of Trustees award Field Contract #FC-P16-00023 to Drapery Affair, in the amount of \$24,407.00. The project will be funded through Measure R Funds.

**FISCAL IMPACT:**

\$24,407.00 – Measure R

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and Caldwell Flores Winters Inc., that the Board of Trustees award Field Contract #FC-P16-00023, Fremont Tack Wall for Building 800, in the amount of \$24,407.00 to Drapery Affair.

**ADDITIONAL MATERIALS:**

Attached:      Field Contract #FC-P16-00023, Drapery Affair (3 Pages)

**DISTRICT GOAL(S):**

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

**FIELD CONTRACT FOR LABOR AND MATERIALS FOR PROJECTS LESS THAN \$45,000.00**

THIS CONTRACT is made as of June 24, 2015, between **DRAPERY AFFAIR** (“Contractor”) and the Oxnard School District (“District” and, together with Contractor, “the Parties”).

A. In consideration of the satisfactory performance of this contract by Contractor, District agrees to pay or cause to be paid to Contractor the sum of Twenty-Four Thousand Four Hundred Seven Dollars (\$24,407.00), payable in 1 progress payments subject to additions and deductions as provided in this agreement. This sum shall constitute payment in full to Contractor for all work provided under this agreement, including but not limited to employee or sub-contractor costs, taxes, insurance and permit costs.

B. The work to be performed by Contractor shall consist of: **\*\*PER ATTACHED PROPOSAL DATED 5/18/15.**

C. Contractor agrees to commence the work within **\*\*** calendar days after receiving notice to proceed (NTP) from the District and to carry out the work at all times with the greatest possible dispatch and to complete the entire work under this agreement within **\*\*** calendar days. All work must be completed within the time limits set forth in this Contract. **\*\*Work to begin June 29, 2015 & be completed by July 10, 2015.**

D. The Parties agree that damages for Contractor’s failure to complete all work within the specified time limit are impossible to ascertain but the sum of One Hundred Dollars (\$100.00) per day is a reasonable estimate. Should the work not be completed within the time indicated above, the Contractor shall be liable for liquidated damages, payable to the District, in the amount of One Hundred Dollars (\$100.00) for each calendar day of delay in completion.

E. This contract includes the terms and conditions provided hereinafter under the heading “**General Conditions**”.

F. Contractor guarantees that the work done under this agreement will be free from faulty materials or workmanship. On receiving notification from owner. Contractor agrees to remedy, repair, or replace, immediately, without cost to owner and to its entire satisfaction, all defects, damages, or imperfections appearing in the work within a period of one year from completion of this agreement. However, if the drawings or specifications provide for a guaranty or warranty of any materials or workmanship in excess of the above stated one year period, the longer guaranty or warranty shall be controlling as to the covered materials or workmanship. Payments to Contractor shall not relieve Contractor of these obligations.

G. **PREVAILING WAGE RATES:** Prevailing wage rates apply to all public works over \$1,000 and such work/projects are subject to compliance monitoring and enforcement by, and Contractor on such projects must be registered with, the Department of Industrial Relations. Contractor shall adhere to the prevailing wage determinations made by the Director pursuant to **California Labor Code Division 2, Part 7, Chapter 1, Articles 1-5**. Copies of the prevailing rate of per diem wages are on file in the District Purchasing Department. Contractor shall post all applicable job site notices, including prevailing wage rates, at conspicuous locations at the job site. To the extent applicable, Contractor shall furnish payroll and all records specified in Labor Code §1776 directly to the Labor Commissioner, as prescribed by the Labor Commissioner. Contractor shall ensure that subcontractors, if any, adhere to this provision.

H. **FINGERPRINTING:** Contractors must be required to have their employees fingerprinted prior to the start of work, pursuant to *California Education Code* Section 45125.1

I. **IN WITNESS HEREOF**, the Parties have executed this agreement, including all contract documents as indicated below, which are on file with the District and are made a part hereof:

<u>      </u> Scope of Work	<u>  X  </u> Subcontractor List	<u>      </u> Performance Bond
<u>      </u> Specifications	<u>  X  </u> Certificates/Liability Insurance	<u>  X  </u> Purchase Order No. <u>P16-00023</u>
<u>      </u> Drawings	<u>  X  </u> Certificates/Workers Compensation Insurance	<u>  X  </u> Proposals dated <u>5/18/15</u>
<u>      </u> Supplemental Conditions		<u>  X  </u> Other <u>PWC-100 DIR Registration</u>

**CONTRACTOR TO FILL IN THE FOLLOWING**

(By signing below, Contractor represents that it is qualified to perform public work pursuant to Labor Code Section 1771(a) and that adequate evidence of current registration with the Department of Industrial Relations is included or has been separately provided to District)

Firm Name _____	Date _____
Signature _____	Telephone _____
Title _____	Fax No. _____
	Contractor’s License No. _____
Firm Address _____	Fax No. _____
	License Class _____
	Tax I.D. No. _____

**FOR DISTRICT USE ONLY**

Project Manager <u>Greg Grant, CFW</u>	Date _____
Signature _____	Funding Source <u>Measure R</u>



## GENERAL CONDITIONS

- WORK:** The term "work" of Contractor when mentioned in this agreement includes labor or materials, or both.
- JOB WALK/SITE VISIT:** Contractor shall become fully acquainted with the site of the proposed work and all the conditions relating to the construction and labor involved so that any difficulties and restrictions regarding the execution of this work are fully understood. Contractor shall make no claim for compensation in addition to that specified in this contract based upon site conditions apparent by inspection, either actual or constructive, at the time of signing this contract.
- LABOR, MATERIALS AND EQUIPMENT:** Contractor shall furnish and transport all labor, materials, tools, implements, appliances and equipment required to perform and completely finish in a workmanlike manner to the satisfaction and approval of the District, free of any and all liens and claims of laborers, artisans, material men, suppliers, and subcontractors, and in conformity in all respects with all applicable federal, state, county, and municipal laws, ordinances, rules, regulations, the work described in the plans and/or specifications, if any, or as described in this contract.
- DEFAULT BY CONTRACTOR:** Contractor's failure to comply with any of the terms and/or conditions of this contract shall constitute a default by the Contractor. If Contractor at any time during the progress of the work refuses or neglects, without the fault of the District, to supply sufficient materials or workers to complete the work for a period of more than 10 days after having been notified in writing by the District to furnish them, the District shall have the power to furnish and provide such materials and workers as are necessary to finish the work, and the reasonable expense thereof shall be deducted from the contract price as determined by this agreement.
- TERMINATION:** District may, by written notice to Contractor, terminate Contractor's right to proceed with the work if Contractor (1) defaults on this contract, (2) refuses or fails to prosecute the work with sufficient diligence to ensure its completion within the time specified in this contract or in an amendment agreed to as provided in this contract, (3) fails to make timely payments to subcontractors or material suppliers, (4) disregards laws, ordinances, rules, regulations or order of any public authority having jurisdiction over this project, or (5) otherwise does not in good faith carry out the terms of this agreement. Upon receipt of a written notice of termination, Contractor shall then discontinue the work and District will have power to contract for completion of the work or to complete the work itself, and to charge the cost and expense to Contractor, and the expense so charged shall be deducted and paid by the District out of money that either may be due or may at the time thereafter become due to Contractor under this agreement or any part of it. If such expense exceeds the sum that would have been payable under this agreement had Contractor completely performed the work, Contractor shall immediately pay the amount of excess to District, failing which recourse may be made immediately to Contractor's bond. In case District requires Contractor to discontinue work under this agreement, Contractor agrees to waive and hereby does waive all claims against District for profits, loss, of damages on the uncompleted work.
- DISCONTINUE:** District shall have the right at any time, for its own convenience when in its opinion it becomes necessary or expedient to discontinue permanently the work being done under this agreement by sending a written notice to Contractor, and Contractor shall then discontinue the work. In this event, District shall pay to Contractor the full amount to which Contractor is entitled for all work done and labor and materials furnished by Contractor under this agreement and to the satisfaction of the District up to the time of such discontinuance. Such amount to be determined by District.
- EXCUSABLE DELAY:** District may at its sole discretion grant Contractor a time extension to complete this contract due to causes not reasonably foreseeable by the parties to this contract if the contractor presents a request for a time extension to the District, writing within 5 days of the event or occurrence for which the extension is sought providing satisfactory evidence to establish that fault, and it shall not be entitled to time extension to complete the contract.
- TIME:** Time is of the essence in the performance of this contract.
- PROVISIONS REQUIRED BY LAW:** Each and every provision of law or clause required to be inserted in the contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.
- SUBCONTRACTORS:** Any subcontractor engaged by the Contractor shall be engaged subject to the prior written approval of District. Contractor shall be responsible for all operations of each subcontractor and for all subcontractors' compliance with their terms of this contract. This contract shall not be construed as creating a contractual relationship between the District and any subcontractor.
- PREVAILING WAGE RATES:** Refer to Paragraph G on the Cover of this Contract.
- APPRENTICEABLE OCCUPATIONS:** Contractor shall be responsible for compliance with Labor Code & 17775 et. seq. for apprenticeable occupations.
- PAYROLL RECORDS:** Contractor and subcontractors shall comply with Labor Code Section 1776 regarding payroll records including, but not limited to, keeping accurate records that show the name, address, social security number, work week and the actual per diem wages paid to each journeyman, apprentice, worker, or other employed in connection with this contract. Payroll records shall be certified and available for inspection during business hours at Contractor's, or subcontractor's principal place of business.
- HEALTH AND SAFETY:**
  - Safety Standards:** Contractor shall perform this contract in compliance with all applicable laws, ordinance, rules, regulations, standards and lawful orders of public authorities bearing on safety of persons or property of their protection from damage, injury or loss and shall insure that all completed work stratifies all applicable safety standards. Contractors shall erect and maintain as required by existing conditions and performance of the contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazard promulgation safety regulations and notifying the District and users of adjacent sites and utilities. Contractor shall obtain from the District and comply with rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present. The policy of District is to promote safety practices that minimize personal injury and potential property damage. Contractor covenants that all employees working on this project meet or exceed all laws, ordinance, rules, regulations, codes and standards for safety and protection of personnel and property. Although it has not duty to do so, District may notify Contractor upon discovery of a safety standard violation and, when so notified, Contractor shall immediately correct the unsafe practice or situation. District retains the right in its sole discretion to shut down the work until any unsafe practice or situation is corrected in which case Contractor shall not be entitled to any time extension to complete work under the contract and shall be liable for assessment of any resulting liquidated damages. The power in the District to stop the work does not give rise to any duty on the part of the District to exercise this right for the benefit of the Contractor to any other person or entity. District retains the right, in its sole discretion, to assess Contractor a fine at *one hundred dollars per day* for failure to timely correct any unsafe practice or situation for which it has received written notice from the District. Determination of timeliness of Contractor actions taken to correct an unsafe practice or situation is written the sole discretion of the District.
  - Drug and Alcohol Use:** Contractor shall not permit the possession, use, or sale of any alcoholic beverage or illegal, controlled drug or substance or the abuse of prescribed medication on or immediately adjacent to the jobsite by any Contractor employee, subcontractor, subcontractor's employee or associate.
  - Hazardous or Toxic Substances:** Contractor shall notify District in writing if performance of this contract may result in exposure to any person, or any District property, to toxic or hazardous substances. Contractor shall comply with all State and Federal laws and regulations regarding handling and use of toxic or hazardous substances and shall keep accurate records of all exposures required to be monitored by State or Federal Law.
  - Scheduling:** Contractor shall schedule all work involving dangerous and/or excessively noisy equipment outside of normal school hours as defined by District.
- ASBESTOS AND OTHER HAZARDOUS MATERIAL:** Contractor shall not use or allow any subcontractor to use any materials containing asbestos in the project. In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop work in the area affected and report the condition to District. The work in the affected area shall not thereafter be resumed except by written agreement of District and Contractor, if in fact the material is asbestos or polychlorinated biphenyl (PBC), or until the material has been rendered harmless.
- MATERIAL SAFETY DATA SHEETS:** Contractor shall make Material Safety Data Sheets available in a readily accessible place at the work site for any material requiring a Material Safety Data Sheet pursuant to the Federal Hazard Communication; standard or employees right to know law. Contractor shall ensure proper labeling of any substance brought onto the job site, inform any person working with material requiring a Material Safety Data Sheet or within the general area of the material or the hazards of the substance and ensure that such person(s) follow proper handling and protection procedures.
- PROTECTION OF WORKERS, PROPERTY AND WORK:** Contractor shall erect and properly maintain at all times as required by conditions and progress of work all necessary safeguards, signs, barriers, lights and watchmen for the protection of workers and the public and shall post danger signs warning against hazards created by construction. In an emergency affecting safety of life, work or adjoining property Contractor, without special instruction or authorization from District, may act at his/her discretion; to prevent threatened loss or injury.
- DAMAGE TO DISTRICT PROPERTY:** Contractor shall restore, at Contractor's expense, to its original condition, any District property damaged as a result of carrying out any portion of this contract. Contractor shall notify District not less than five (5) workdays in advance of necessity for vehicles or heavy equipment to cross any turf or lawn area so the irrigation water may be withheld from the area to be traversed. Contractor shall be liable for any damage and/or vandalism to the project during the performance of this contract or as a result of storing materials on site in an unauthorized and/or unsecured manner.
- HOLD HARMLESS:** With the exception that the following provisions of this article shall in no event be construed to require indemnification by Contractor in excess of that permitted under the public policy of the State of California, Contractor shall indemnify and save harmless the District and its governing board, agents and employees, and each of them, of and from:
  - Any and all claims, demands, causes of action, damages, costs, expenses, losses, or liabilities in law or in equity, of every kind and nature whatsoever (including, but not limited to, injury to or death of Contractor any subcontractor, or any employees of District, Contractor or any subcontractor, and damage to or destruction of property), arising out of or in any manner directly or indirectly connected with the work to be performed under this contract, however caused, regardless of any negligence of District or its agents, employees or servants, be it active or passive, except the sole negligence or willful misconduct of District or its agents, employees or servants acting in the scope of their duties; and
  - Any and all penalties imposed on account of the violation of any law or regulation, compliance with which is left by this contract to Contractor. Contractor shall (1) at Contractor's own cost, expense and risk, defend all suits, actions or other legal proceedings that may be brought or instituted by third persons against District, its agents, employees or servants, or any two or more of them, on any such claim, demand or cause of action of such, third persons, or the enforce any such penalty, (2) pay and satisfy any judgment or decree that may be rendered against District or its agents, employees or servants, or any two or more of them, in any such suit, action or legal proceedings., and (3) reimburse District and its agents, employees and/or servants for any and all legal expenses incurred by each of them in connection therewith or in enforcing the indemnity granted in this article.
- INSURANCE:** Contractor shall obtain all required insurance from a company or companies acceptable to District and shall not allow any subcontractor to commence work on its subcontract until it obtains all required insurance. Contractor shall provide evidence of insurance in the form of a Certificate of Insurance naming District as an additional insured and providing District thirty (30) days written notice of reduction in coverage or cancellation. Contractor shall insert a provision substantially similar to the requirements of this article in each subcontract covering any portion of the work and shall require subcontractors to take out and maintain such insurance and to file proof of compliance as stated above. Contractor shall obtain and provide the following policies of insurance, submit to the District evidence of the insurance prior to commencing work on the contract, and maintain the insurance at all times during the life of the contract:
  - Comprehensive General Liability Insurance that shall name the district as an additional insured and shall protect Contractor and District against any liability that Contractor may incur (1) on account of bodily injuries to or the death of any person other than an employee of Contractor and consequential damages arising therefrom to the extent of not less than \$500,000 and on account of bodily injuries to or the death of more than one such person, subject to the same limit for each, and consequential damages arising therefrom as a result of any one occurrence to the extent of not less than \$500,000 and (2) on account of damage to or construction of any property, to the extent of not less than \$500,000 for each accident and \$500,000 aggregate.
  - Workers compensation insurance in statutory form and Employer Liability Insurance covering Contractor's liability to the extent of not less than \$500,000 for damages on account of bodily injuries to or death of one person or persons. The insurance described in part "a" above shall also provide contractual liability coverage satisfactory to District with respect to liability assumed by Contractor under the indemnity provisions in article 18 of this contract. Contractor shall be aware of and comply with, and require subcontractors to comply with Workers Compensation laws and all related regulations pursuant to California Labor Code, Division 2, Part 7, Chapter 1, Article 3.
  - Fire Insurance will be provided by the District with coverage at one hundred percent (100%) of the insurable value of the contract including labor and materials in or adjacent to the structure insured and materials in place or to be used as part of the permanent construction including surplus materials, protective fences, temporary structure, miscellaneous materials and supplies incident to the work. Any loss shall be payable to the District.
- BONDS:** District shall have the right to require Contractor to furnish such bond or bonds covering the faithful performance of all the terms, conditions, provisions of this contract and the payment of all obligations arising under this contract in the form and amount as District may prescribe and with such sureties as it may approve. Such bonds shall be arranged and paid for by the Contractor and shall be issued by a surety admitted to issue bonds in California. These bonds are referred to in this contract as Contractor's bonds.
- WORKERS:**
  - Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit or unskilled person in performing this contract.
  - Contractor shall remove from the work any employee deemed incompetent or unfit by District and shall not again employ that employee on the project except with written consent of District.
- SUPERVISION:** Contractor shall provide competent supervision of all its employees engaged in performance of this contract.
- CONTRACTOR NOT AN OFFICER, EMPLOYEE OR AGENT OF DISTRICT:** While engaged in carrying out this Contract, Contractor is an independent contractor and not an officer, employee, servant or agent of District. Contractor has and hereby retains the right to exercise full control and supervision of the work and full control over the employment, direction, compensation and discharge of all persons assisting in the work. Contractor agrees to be solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding and all other regulations governing such matters. Contractor agrees to be responsible for its own acts and those of its subordinates, employees and subcontractors.
- PERMITS AND LICENSES:** Contractor shall acquire all necessary permits and shall secure and maintain in force all licenses and permits required by law to perform this contract.
- OCCUPANCY:** District reserves the right to occupy buildings or facilities at any time before contract completion. Occupancy shall not constitute final acceptances of any part of the work converted by this contract for small occupancy existed the date specified for completion.
- ASSIGNMENT:** Contractor shall not assign any of its duties or responsibilities under the terms of the contract.
- BRAND OR TRADE NAMES:** When a brand name or names are listed, it or they shall be construed to be followed by the words "or approved equal" whether or not those words in fact follow the brand name or names in the specifications. Any product meeting this specified standards in the District's judgment will qualify as a substitute for the specified work. In the case that an item listed in the specification is specified by only one brand name or trade name, the District's research has indicated that the item has a unique or novel product application. Where District is aware of two or more equal products, at least two trade names will be listed. Exact compliance with specified brand or trade name products is required unless an amendment is issued. All requests to substitute must be in writing directed to the District's Director of Facilities. Contractor must supply the brand name, model number and other information to substantiate that the substitute item is equal to the item specified. District retains the right, in its sole discretion, to approve the item required for substitution as "an equal" or to determine that the item is not equal to the item specified, or to request further substantiating information.
- PAYMENT:** Ninety percent of the contract price, less (1) any fines imposed pursuant to law or these General Conditions; (2) funds withheld due to stop notices; and/or (3) funds withheld to correct damages caused by Contractor will be paid in a lump sum upon satisfactory completion of the work and acceptance by District unless specified otherwise in this contract or any special conditions. District will retain the *retention amount allowed by law* for a period of thirty-five (35) days after recording the Notice of Completion. Payment of such amount requires that Contractor first provide to District a waiver and release from each subcontractor, if any, engaged in the work in the form prescribed by Civil Code section 3262.
- ANTI-DISCRIMINATION:** Contractor, and any subcontractor hired by Contractor, shall not discriminate against any employee engaged in the performance of this contract because of race, color, ancestry, sex, national origin, or religious creed. Contractor and subcontractors shall comply with applicable Federal and California laws including but not limited to the California Fair Employment Practice Act, set forth in Government code sections 12900 et. seq. and Labor Code section 1735.
- INSPECTION:** District shall at all times have access to all parts of the work and to the shops where the work is in preparation. Contractor shall at all times maintain proper facilities and provide safe access for conservation and inspection of the work. District shall have the right to reject, or require contractor of, materials and/or workmanship that are defective. Contractor shall remove rejected work from the premises without charge to District. District reserves the right to determine in its sole discretion and at any time before final acceptance of the work, the necessity of examining work already completed by removing or tearing out the same, in which case Contractor shall, on request, promptly furnish all necessary facilities, labor and materials to uncover the work in question for inspection or observation. If District determines the uncovered work to be defective in any respect, promptly furnish all necessary facilities, labor or materials to uncover the work in question for inspection or observation. If District determines the uncovered work to be defective in any respect due to fault of the contractor or its subcontractor, Contractor shall bear all expenses of the examination and of satisfactory reconstruction. If however, District determines that the work meets the requirements of the contract, District shall approve a change order for the additional cost of labor and materials necessarily involved in the examination and replacement of the work.
- CLEAN UP:** Contractor shall complete clean-up and removal of spills, extra or unused materials, debris, rubbish, trash and/or implements of services that result from the performance of this contract. Contractor shall remove waste materials from District premises and Contractor shall not place waste materials in District owned disposal containers located on the site or other District premises. Contractor shall comply with all applicable laws, ordinances, regulations, and statutes for disposal of waste materials. Contractor shall ensure that the project size is clean and free of debris at the end of each workday, unless the area of work is secured from staff and/or students and the District grants permission.
- CHANGES:** Contractor shall make no changes in the work without specific prior written authorization by means of a "change order" from the District. Contractor shall not submit a claim for an adjustment of the contract price which has not been included in a written change order. If at any time or times during the progress of the work the District desires to make any additions to, alterations of, deviations or omissions from, the work to be performed under this contract, it shall be at liberty to do so and the same shall in no way affect or make void this agreement, but no such additions, alterations, deviations or omissions shall be made except at District's written request. Any such alterations, deviations or omissions that decrease the cost of the work shall be evaluated on a lump-sum basis and this amount shall be deducted from the contract price, the amount thereof to be agreed on in writing. Any such additions, alterations, or deviations that increase the cost of the work shall be evaluated on a lump-sum basis, the amount thereof to be agreed on in writing before execution of the work.
- INTEGRATION CLAUSE:** This agreement comprises the entire understanding of the parties and supersedes all previous agreements, written and verbal. It may be amended only by a writing signed by both parties.
- CONTRACTOR'S LICENSE NOTICE:** Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar. Contractors' State License Board, 9835 Goethe Road, Sacramento, CA. Mailing address: P.O. Box 26000, Sacramento, CA 95826.
- NOTICE:** Any notice required or permitted under this contract shall be deemed given, if in writing upon the earlier of delivery or five (5) days following deposit in the U.S. Mail, first-class postage prepaid, and addressed to the other Party at the address contained in the contract but each Party may change its address by written notice to the other Party, as necessary.
- ATTORNEY'S FEES:** In the event of litigation between the Parties, or if a Party becomes involved in litigation because of wrongful acts of the other Party, the court will award reasonable attorney's fees to the prevailing party. The amount will be sufficient to compensate the prevailing party for all attorney's fees incurred in good faith.
- CONFLICT:** If any documents other than the face of this Contract and these General Conditions supplement and become a part of this Contract, and if such supplementary documents contain any terms, clauses or language that are in conflict with the terms, clauses or language on the face of this Contract and these General Conditions, then the terms stated on the face of this Contract and in these General Conditions shall be deemed to be valid whereas the conflicting terms in the supplementary document shall be deemed void and of no consequence.
- SEVERABILITY CLAUSE:** If any provision of this contract is held to be invalid, such invalidity shall not affect other provisions of the contract which can be given effect without the invalid provision, and to this and the provisions of this contract are severable.
- KEYS:** Contractor shall comply with the sign the District's **CONTRACTORS KEY ISSUE/SECURITY AGREEMENT** prior to commencement of work.
- FINGERPRINTING:** Contractors may be required to have their employees fingerprinted prior to the start of work, pursuant to California Education Code Section 45125.1.



# Estimate

5109 Walker Street  
Ventura, CA 93003

Date	Estimate #
5/18/2015	12761

Name / Address
OXNARD SCHOOL DISTRICT ATTN: ACCOUNTS PAYABLE 1051 SOUTH A STREET OXNARD, CA 93030

			Project
Description	Qty	Cost	Total
GIVEN BY: KEVIN JOHNSTON			
PROJECT: FREMONT INTERMEDIATE SCHOOL, BUILDING 800			
PROJECT DETAILS: PROVIDE AND INSTALL FABRIC MATE IN EIGHT (8) CLASSROOMS AND TWO (2) BREAK OUT ROOMS AS SPECIFIED ON PLANS AND JOB WALK. PROVIDE AND INSTALL 4" RUBBER TOP SET BASE TO MATCH EXISTING WHERE REMOVED FOR ACOUSTICAL WALL INSTALLATION.			
FABRIC MATE ACOUSTICAL TRACK SYSTEM WITH STUDIO 54 POLYPROPYLENE FABRIC COLOR: TO BE DETERMINED IN CLASSROOMS WHERE SPECIFIED.		24,407.00	24,407.00
Sales Tax		8.00%	0.00
		<b>Total</b>	\$24,407.00

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

## **BOARD AGENDA ITEM**

**Name of Contributor:** Lisa Cline

**Date of Meeting:** 6/24/15

**STUDY SESSION** \_\_\_\_\_

**CLOSED SESSION** \_\_\_\_\_

**SECTION B: HEARINGS** \_\_\_\_\_

**SECTION C: CONSENT** \_\_\_\_\_

**SECTION D: ACTION**     **X**    

**SECTION E: REPORTS/DISCUSSION** \_\_\_\_\_

**SECTION F: BOARD POLICIES**      1<sup>st</sup> Reading \_\_\_\_\_      2<sup>nd</sup> Reading \_\_\_\_\_

### **Award of Field Contract #FC-P16-00167 – Bond Gas/Water Lines at Sierra Linda (Cline/Cross)**

Proposals were solicited for Field Contract #FC-P16-00167, Bond Gas/Water Lines at Sierra Linda School, pursuant to the Uniform Public Construction Cost Accounting Act. One proposal was received on Friday, June 5, 2015. The scope of work involves the installation/confirmation of Bond wiring and conduit to the Gas and Water lines to satisfy DSA closeout requirements at Sierra Linda School.

It is requested that the Board of Trustees award Field Contract #FC-P16-00167 to California Electric Company, in the amount of \$16,875.00. The project will be funded through Deferred Maintenance Funds.

#### **FISCAL IMPACT:**

\$16,875.00 – Deferred Maintenance

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Assistant Facilities Director, that the Board of Trustees award Field Contract #FC-P16-00167, Bond Gas/Water Lines at Sierra Linda School, in the amount of \$16,875.00 to California Electric Company.

#### **ADDITIONAL MATERIALS:**

Attached:      Field Contract #FC-P16-00167, California Electric Company (3 Pages)

#### **DISTRICT GOAL(S):**

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

**FIELD CONTRACT FOR LABOR AND MATERIALS FOR PROJECTS LESS THAN \$45,000.00**

THIS CONTRACT is made as of June 24, 2015, between **CALIFORNIA ELECTRIC COMPANY** (“Contractor”) and the Oxnard School District (“District” and, together with Contractor, “the Parties”).

A. In consideration of the satisfactory performance of this contract by Contractor, District agrees to pay or cause to be paid to Contractor the sum of Sixteen Thousand Eight Hundred Seventy-Five Dollars (\$16,875.00), payable in 1 progress payments subject to additions and deductions as provided in this agreement. This sum shall constitute payment in full to Contractor for all work provided under this agreement, including but not limited to employee or sub-contractor costs, taxes, insurance and permit costs.

B. The work to be performed by Contractor shall consist of: **\*\*PER ATTACHED SCOPE OF WORK AND QUOTE DATED 6/4/15.**

C. Contractor agrees to commence the work within \*\* calendar days after receiving notice to proceed (NTP) from the District and to carry out the work at all times with the greatest possible dispatch and to complete the entire work under this agreement within \*\* calendar days. All work must be completed within the time limits set forth in this Contract. **\*\*Work to begin June 25, 2015 & be completed by August 16, 2015.**

D. The Parties agree that damages for Contractor’s failure to complete all work within the specified time limit are impossible to ascertain but the sum of One Hundred Dollars (\$100.00) per day is a reasonable estimate. Should the work not be completed within the time indicated above, the Contractor shall be liable for liquidated damages, payable to the District, in the amount of One Hundred Dollars (\$100.00) for each calendar day of delay in completion.

E. This contract includes the terms and conditions provided hereinafter under the heading “**General Conditions**”.

F. Contractor guarantees that the work done under this agreement will be free from faulty materials or workmanship. On receiving notification from owner. Contractor agrees to remedy, repair, or replace, immediately, without cost to owner and to its entire satisfaction, all defects, damages, or imperfections appearing in the work within a period of one year from completion of this agreement. However, if the drawings or specifications provide for a guaranty or warranty of any materials or workmanship in excess of the above stated one year period, the longer guaranty or warranty shall be controlling as to the covered materials or workmanship. Payments to Contractor shall not relieve Contractor of these obligations.

G. **PREVAILING WAGE RATES:** Prevailing wage rates apply to all public works over \$1,000 and such work/projects are subject to compliance monitoring and enforcement by, and Contractor on such projects must be registered with, the Department of Industrial Relations. Contractor shall adhere to the prevailing wage determinations made by the Director pursuant to **California Labor Code Division 2, Part 7, Chapter 1, Articles 1-5**. Copies of the prevailing rate of per diem wages are on file in the District Purchasing Department. Contractor shall post all applicable job site notices, including prevailing wage rates, at conspicuous locations at the job site. To the extent applicable, Contractor shall furnish payroll and all records specified in Labor Code §1776 directly to the Labor Commissioner, as prescribed by the Labor Commissioner. Contractor shall ensure that subcontractors, if any, adhere to this provision.

H. **FINGERPRINTING:** Contractors must be required to have their employees fingerprinted prior to the start of work, pursuant to *California Education Code* Section 45125.1

I. **IN WITNESS HEREOF**, the Parties have executed this agreement, including all contract documents as indicated below, which are on file with the District and are made a part hereof:

<u>  X  </u> Scope of Work	<u>  X  </u> Subcontractor List	<u>      </u> Performance Bond
<u>      </u> Specifications	<u>  X  </u> Certificates/Liability Insurance	<u>  X  </u> Purchase Order No. P16-00167
<u>      </u> Drawings	<u>  X  </u> Certificates/Workers Compensation Insurance	<u>  X  </u> Proposal dated <u>6/4/15</u>
<u>      </u> Supplemental Conditions		<u>      </u> Other _____

**CONTRACTOR TO FILL IN THE FOLLOWING**

(By signing below, Contractor represents that it is qualified to perform public work pursuant to Labor Code Section 1771(a) and that adequate evidence of current registration with the Department of Industrial Relations is included or has been separately provided to District)

Firm Name _____	Date _____
Signature _____	Telephone _____
Title _____	Fax No. _____
Firm Address _____	Contractor’s License No. _____
	Fax No. _____
	License Class _____
	Tax I.D. No. _____

**FOR DISTRICT USE ONLY**

Project Manager <u>Larry Cross</u>	Date _____
Signature _____	Funding Source <u>DEFERRED MAINTENANCE</u>

## GENERAL CONDITIONS

- WORK:** The term "work" of Contractor when mentioned in this agreement includes labor or materials, or both.
- JOB WALK/SITE VISIT:** Contractor shall become fully acquainted with the site of the proposed work and all the conditions relating to the construction and labor involved so that any difficulties and restrictions regarding the execution of this work are fully understood. Contractor shall make no claim for compensation in addition to that specified in this contract based upon site conditions apparent by inspection, either actual or constructive, at the time of signing this contract.
- LABOR, MATERIALS AND EQUIPMENT:** Contractor shall furnish and transport all labor, materials, tools, implements, appliances and equipment required to perform and completely finish in a workmanlike manner to the satisfaction and approval of the District, free of any and all liens and claims of laborers, artisans, material men, suppliers, and subcontractors, and in conformity in all respects with all applicable federal, state, county, and municipal laws, ordinances, rules, regulations, the work described in the plans and/or specifications, if any, or as described in this contract.
- DEFAULT BY CONTRACTOR:** Contractor's failure to comply with any of the terms and/or conditions of this contract shall constitute a default by the Contractor. If Contractor at any time during the progress of the work refuses or neglects, without the fault of the District, to supply sufficient materials or workers to complete the work for a period of more than 10 days after having been notified in writing by the District to furnish them, the District shall have the power to furnish and provide such materials and workers as are necessary to finish the work, and the reasonable expense thereof shall be deducted from the contract price as determined by this agreement.
- TERMINATION:** District may, by written notice to Contractor, terminate Contractor's right to proceed with the work if Contractor (1) defaults on this contract, (2) refuses or fails to prosecute the work with sufficient diligence to ensure its completion within the time specified in this contract or in an amendment agreed to as provided in this contract, (3) fails to make timely payments to subcontractors or material suppliers, (4) disregards laws, ordinances, rules, regulations or order of any public authority having jurisdiction over this project, or (5) otherwise does not in good faith carry out the terms of this agreement. Upon receipt of a written notice of termination, Contractor shall then discontinue the work and District will have power to contract for completion of the work or to complete the work itself, and to charge the cost and expense to Contractor, and the expense so charged shall be deducted and paid by the District out of money that either may be due or may at the time thereafter become due to Contractor under this agreement or any part of it. If such expense exceeds the sum that would have been payable under this agreement had Contractor completely performed the work, Contractor shall immediately pay the amount of excess to District, failing which recourse may be made immediately to Contractor's bond. In case District requires Contractor to discontinue work under this agreement, Contractor agrees to waive and hereby does waive all claims against District for profits, loss, of damages on the uncompleted work.
- DISCONTINUE:** District shall have the right at any time, for its own convenience when in its opinion it becomes necessary or expedient to discontinue permanently the work being done under this agreement by sending a written notice to Contractor, and Contractor shall then discontinue the work. In this event, District shall pay to Contractor the full amount to which Contractor is entitled for all work done and labor and materials furnished by Contractor under this agreement and to the satisfaction of the District up to the time of such discontinuance. Such amount to be determined by District.
- EXCUSABLE DELAY:** District may at its sole discretion grant Contractor a time extension to complete this contract due to causes not reasonably foreseeable by the parties to this contract if the contractor presents a request for a time extension to the District, writing within 5 days of the event or occurrence for which the extension is sought providing satisfactory evidence to establish that fault, and it shall not be entitled to time extension to complete the contract.
- TIME:** Time is of the essence in the performance of this contract.
- PROVISIONS REQUIRED BY LAW:** Each and every provision of law or clause required to be inserted in the contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.
- SUBCONTRACTORS:** Any subcontractor engaged by the Contractor shall be engaged subject to the prior written approval of District. Contractor shall be responsible for all operations of each subcontractor and for all subcontractors' compliance with their terms of this contract. This contract shall not be construed as creating a contractual relationship between the District and any subcontractor.
- PREVAILING WAGE RATES:** Refer to Paragraph G on the Cover of this Contract.
- APPRENTICEABLE OCCUPATIONS:** Contractor shall be responsible for compliance with Labor Code & 17775 et. seq. for apprenticeable occupations.
- PAYROLL RECORDS:** Contractor and subcontractors shall comply with Labor Code Section 1776 regarding payroll records including, but not limited to, keeping accurate records that show the name, address, social security number, work week and the actual per diem wages paid to each journeyman, apprentice, worker, or other employed in connection with this contract. Payroll records shall be certified and available for inspection during business hours at Contractor's, or subcontractor's principal place of business.
- HEALTH AND SAFETY:**
  - Safety Standards:** Contractor shall perform this contract in compliance with all applicable laws, ordinance, rules, regulations, standards and lawful orders of public authorities bearing on safety of persons or property of their protection from damage, injury or loss and shall insure that all completed work stratifies all applicable safety standards. Contractors shall erect and maintain as required by existing conditions and performance of the contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazard promulgation safety regulations and notifying the District and users of adjacent sites and utilities. Contractor shall obtain from the District and comply with rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present. The policy of District is to promote safety practices that minimize personal injury and potential property damage. Contractor covenants that all employees working on this project meet or exceed all laws, ordinance, rules, regulations, codes and standards for safety and protection of personnel and property. Although it has not duty to do so, District may notify Contractor upon discovery of a safety standard violation and, when so notified, Contractor shall immediately correct the unsafe practice or situation. District retains the right in its sole discretion to shut down the work until any unsafe practice or situation is corrected in which case Contractor shall not be entitled to any time extension to complete work under the contract and shall be liable for assessment of any resulting liquidated damages. The power in the District to stop the work does not give rise to any duty on the part of the District to exercise this right for the benefit of the Contractor to any other person or entity. District retains the right, in its sole discretion, to assess Contractor a fine at *one hundred dollars per day* for failure to timely correct any unsafe practice or situation for which it has received written notice from the District. Determination of timeliness of Contractor actions taken to correct an unsafe practice or situation is written the sole discretion of the District.
  - Drug and Alcohol Use:** Contractor shall not permit the possession, use, or sale of any alcoholic beverage or illegal, controlled drug or substance or the abuse of prescribed medication on or immediately adjacent to the jobsite by any Contractor employee, subcontractor, subcontractor's employee or associate.
  - Hazardous or Toxic Substances:** Contractor shall notify District in writing if performance of this contract may result in exposure to any person, or any District property, to toxic or hazardous substances. Contractor shall comply with all State and Federal laws and regulations regarding handling and use of toxic or hazardous substances and shall keep accurate records of all exposures required to be monitored by State or Federal Law.
  - Scheduling:** Contractor shall schedule all work involving dangerous and/or excessively noisy equipment outside of normal school hours as defined by District.
- ASBESTOS AND OTHER HAZARDOUS MATERIAL:** Contractor shall not use or allow any subcontractor to use any materials containing asbestos in the project. In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop work in the area affected and report the condition to District. The work in the affected area shall not thereafter be resumed except by written agreement of District and Contractor, if in fact the material is asbestos or polychlorinated biphenyl (PBC), or until the material has been rendered harmless.
- MATERIAL SAFETY DATA SHEETS:** Contractor shall make Material Safety Data Sheets available in a readily accessible place at the work site for any material requiring a Material Safety Data Sheet pursuant to the Federal Hazard Communication; standard or employees right to know law. Contractor shall ensure proper labeling of any substance brought onto the job site, inform any person working with material requiring a Material Safety Data Sheet or within the general area of the material or the hazards of the substance and ensure that such person(s) follow proper handling and protection procedures.
- PROTECTION OF WORKERS, PROPERTY AND WORK:** Contractor shall erect and properly maintain at all times as required by conditions and progress of work all necessary safeguards, signs, barriers, lights and watchmen for the protection of workers and the public and shall post danger signs warning against hazards created by construction. In an emergency affecting safety of life, work or adjoining property Contractor, without special instruction or authorization from District, may act at his/her discretion; to prevent threatened loss or injury.
- DAMAGE TO DISTRICT PROPERTY:** Contractor shall restore, at Contractor's expense, to its original condition, any District property damaged as a result of carrying out any portion of this contract. Contractor shall notify District not less than five (5) workdays in advance of necessity for vehicles or heavy equipment to cross any turf or lawn area so the irrigation water may be withheld from the area to be traversed. Contractor shall be liable for any damage and/or vandalism to the project during the performance of this contract or as a result of storing materials on site in an unauthorized and/or unsecured manner.
- HOLD HARMLESS:** With the exception that the following provisions of this article shall in no event be construed to require indemnification by Contractor in excess of that permitted under the public policy of the State of California, Contractor shall indemnify and save harmless the District and its governing board, agents and employees, and each of them, of and from:
  - Any and all claims, demands, causes of action, damages, costs, expenses, losses, or liabilities in law or in equity, of every kind and nature whatsoever (including, but not limited to, injury to or death of Contractor any subcontractor, or any employees of District, Contractor or any subcontractor, and damage to or destruction of property), arising out of or in any manner directly or indirectly connected with the work to be performed under this contract, however caused, regardless of any negligence of District or its agents, employees or servants, be it active or passive, except the sole negligence or willful misconduct of District or its agents, employees or servants acting in the scope of their duties; and
  - Any and all penalties imposed on account of the violation of any law or regulation, compliance with which is left by this contract to Contractor. Contractor shall (1) at Contractor's own cost, expense and risk, defend all suits, actions or other legal proceedings that may be brought or instituted by third persons against District, its agents, employees or servants, or any two or more of them, on any such claim, demand or cause of action of such, third persons, or the enforce any such penalty, (2) pay and satisfy any judgment or decree that may be rendered against District or its agents, employees or servants, or any two or more of them, in any such suit, action or legal proceedings,; and (3) reimburse District and its agents, employees and/or servants for any and all legal expenses incurred by each of them in connection therewith or in enforcing the indemnity granted in this article.
- INSURANCE:** Contractor shall obtain all required insurance from a company or companies acceptable to District and shall not allow any subcontractor to commence work on its subcontract until it obtains all required insurance. Contractor shall provide evidence of insurance in the form of a Certificate of Insurance naming District as an additional insured and providing District thirty (30) days written notice of reduction in coverage or cancellation. Contractor shall insert a provision substantially similar to the requirements of this article in each subcontract covering any portion of the work and shall require subcontractors to take out and maintain such insurance and to file proof of compliance as stated above. Contractor shall obtain and provide the following policies of insurance, submit to the District evidence of the insurance prior to commencing work on the contract, and maintain the insurance at all times during the life of the contract:
  - Comprehensive General Liability Insurance that shall name the district as an additional insured and shall protect Contractor and District against any liability that Contractor may incur (1) on account of bodily injuries to or the death of any person other than an employee of Contractor and consequential damages arising therefrom to the extent of not less than \$500,000 and on account of bodily injuries to or the death of more than one such person, subject to the same limit for each, and consequential damages arising therefrom as a result of any one occurrence to the extent of not less than \$500,000 and (2) on account of damage to or construction of any property, to the extent of not less than \$500,000 for each accident and \$500,000 aggregate.
  - Workers compensation insurance in statutory form and Employer Liability Insurance covering Contractor's liability to the extent of not less than \$500,000 for damages on account of bodily injuries to or death of one person or persons. The insurance described in part "a" above shall also provide contractual liability coverage satisfactory to District with respect to liability assumed by Contractor under the indemnity provisions in article 18 of this contract. Contractor shall be aware of and comply with, and require subcontractors to comply with Workers Compensation laws and all related regulations pursuant to California Labor Code, Division 2, Part 7, Chapter 1, Article 3.
  - Fire Insurance will be provided by the District with coverage at one hundred percent (100%) of the insurable value of the contract including labor and materials in or adjacent to the structure insured and materials in place or to be used as part of the permanent construction including surplus materials, protective fences, temporary structure, miscellaneous materials and supplies incident to the work. Any loss shall be payable to the District.
- BONDS:** District shall have the right to require Contractor to furnish such bond or bonds covering the faithful performance of all the terms, conditions, provisions of this contract and the payment of all obligations arising under this contract in the form and amount as District may prescribe and with such sureties as it may approve. Such bonds shall be arranged and paid for by the Contractor and shall be issued by a surety admitted to issue bonds in California. These bonds are referred to in this contract as Contractor's bonds.
- WORKERS:**
  - Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit or unskilled person in performing this contract.
  - Contractor shall remove from the work any employee deemed incompetent or unfit by District and shall not again employ that employee on the project except with written consent of District.
- SUPERVISION:** Contractor shall provide competent supervision of all its employees engaged in performance of this contract.
- CONTRACTOR NOT AN OFFICER, EMPLOYEE OR AGENT OF DISTRICT:** While engaged in carrying out this Contract, Contractor is an independent contractor and not an officer, employee, servant or agent of District. Contractor has and hereby retains the right to exercise full control and supervision of the work and full control over the employment, direction, compensation and discharge of all persons assisting in the work. Contractor agrees to be solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding and all other regulations governing such matters. Contractor agrees to be responsible for its own acts and those of its subordinates, employees and subcontractors.
- PERMITS AND LICENSES:** Contractor shall acquire all necessary permits and shall secure and maintain in force all licenses and permits required by law to perform this contract.
- OCCUPANCY:** District reserves the right to occupy buildings or facilities at any time before contract completion. Occupancy shall not constitute final acceptances of any part of the work converted by this contract for small occupancy existed the date specified for completion.
- ASSIGNMENT:** Contractor shall not assign any of its duties or responsibilities under the terms of the contract.
- BRAND OR TRADE NAMES:** When a brand name or names are listed, it or they shall be construed to be followed by the words "or approved equal" whether or not those words in fact follow the brand name or names in the specifications. Any product meeting this specified standards in the District's judgment will qualify as a substitute for the specified work. In the case that an item listed in the specification is specified by only one brand name or trade name, the District's research has indicated that the item has a unique or novel product application. Where District is aware of two or more equal products, at least two trade names will be listed. Exact compliance with specified brand or trade name products is required unless an amendment is issued. All requests to substitute must be in writing directed to the District's Director of Facilities. Contractor must supply the brand name, model number and other information to substantiate that the substitute item is equal to the item specified. District retains the right, in its sole discretion, to approve the item required for substitution as "an equal" or to determine that the item is not equal to the item specified, or to request further substantiating information.
- PAYMENT:** Ninety percent of the contract price, less (1) any fines imposed pursuant to law or these General Conditions; (2) funds withheld due to stop notices; and/or (3) funds withheld to correct damages caused by Contractor will be paid in a lump sum upon satisfactory completion of the work and acceptance by District unless specified otherwise in this contract or any special conditions. District will retain the *retention amount allowed by law* for a period of thirty-five (35) days after recording the Notice of Completion. Payment of such amount requires that Contractor first provide to District a waiver and release from each subcontractor, if any, engaged in the work in the form prescribed by Civil Code section 3262.
- ANTI-DISCRIMINATION:** Contractor, and any subcontractor hired by Contractor, shall not discriminate against any employee engaged in the performance of this contract because of race, color, ancestry, sex, national origin, or religious creed. Contractor and subcontractors shall comply with applicable Federal and California laws including but not limited to the California Fair Employment Practice Act, set forth in Government code sections 12900 et. seq. and Labor Code section 1735.
- INSPECTION:** District shall at all times have access to all parts of the work and to the shops where the work is in preparation. Contractor shall at all times maintain proper facilities and provide safe access for conservation and inspection of the work. District shall have the right to reject, or require contractor of, materials and/or workmanship that are defective. Contractor shall remove rejected work from the premises without charge to District. District reserves the right to determine in its sole discretion and at any time before final acceptance of the work, the necessity of examining work already completed by removing or tearing out the same, in which case Contractor shall, on request, promptly furnish all necessary facilities, labor and materials to uncover the work in question for inspection or observation. If District determines the uncovered work to be defective in any respect, promptly furnish all necessary facilities, labor or materials to uncover the work in question for inspection or observation. If District determines the uncovered work to be defective in any respect due to fault of the contractor or its subcontractor, Contractor shall bear all expenses of the examination and of satisfactory reconstruction. If however, District determines that the work meets the requirements of the contract, District shall approve a change order for the additional cost of labor and materials necessarily involved in the examination and replacement of the work.
- CLEAN UP:** Contractor shall complete clean-up and removal of spills, extra or unused materials, debris, rubbish, trash and/or implements of services that result from the performance of this contract. Contractor shall remove waste materials from District premises and Contractor shall not place waste materials in District owned disposal containers located on the site or other District premises. Contractor shall comply with all applicable laws, ordinances, regulations, and statutes for disposal of waste materials. Contractor shall ensure that the project size is clean and free of debris at the end of each workday, unless the area of work is secured from staff and/or students and the District grants permission.
- CHANGES:** Contractor shall make no changes in the work without specific prior written authorization by means of a "change order" from the District. Contractor shall not submit a claim for an adjustment of the contract price which has not been included in a written change order. If at any time or times during the progress of the work the District desires to make any additions to, alterations of, deviations or omissions from, the work to be performed under this contract, it shall be at liberty to do so and the same shall in no way affect or make void this agreement, but no such additions, alterations, deviations or omissions shall be made except at District's written request. Any such alterations, deviations or omissions that decrease the cost of the work shall be evaluated on a lump-sum basis and this amount shall be deducted from the contract price, the amount thereof to be agreed on in writing. Any such additions, alterations, or deviations that increase the cost of the work shall be evaluated on a lump-sum basis, the amount thereof to be agreed on in writing before execution of the work.
- INTEGRATION CLAUSE:** This agreement comprises the entire understanding of the parties and supersedes all previous agreements, written and verbal. It may be amended only by a writing signed by both parties.
- CONTRACTOR'S LICENSE NOTICE:** Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar. Contractors' State License Board, 9835 Goethe Road, Sacramento, CA. Mailing address: P.O. Box 26000, Sacramento, CA 95826.
- NOTICE:** Any notice required or permitted under this contract shall be deemed given, if in writing upon the earlier of delivery or five (5) days following deposit in the U.S. Mail, first-class postage prepaid, and addressed to the other Party at the address contained in the contract but each Party may change its address by written notice to the other Party, as necessary.
- ATTORNEY'S FEES:** In the event of litigation between the Parties, or if a Party becomes involved in litigation because of wrongful acts of the other Party, the court will award reasonable attorney's fees to the prevailing party. The amount will be sufficient to compensate the prevailing party for all attorney's fees incurred in good faith.
- CONFLICT:** If any documents other than the face of this Contract and these General Conditions supplement and become a part of this Contract, and if such supplementary documents contain any terms, clauses or language that are in conflict with the terms, clauses or language on the face of this Contract and these General Conditions, then the terms stated on the face of this Contract and in these General Conditions shall be deemed to be valid whereas the conflicting terms in the supplementary document shall be deemed void and of no consequence.
- SEVERABILITY CLAUSE:** If any provision of this contract is held to be invalid, such invalidity shall not affect other provisions of the contract which can be given effect without the invalid provision, and to this and the provisions of this contract are severable.
- KEYS:** Contractor shall comply with the sign the District's **CONTRACTORS KEY ISSUE/SECURITY AGREEMENT** prior to commencement of work.
- FINGERPRINTING:** Contractors may be required to have their employees fingerprinted prior to the start of work, pursuant to California Education Code Section 45125.1.

CALIFORNIA ELECTRIC COMPANY



Electrical Contracting  
Contractors License Number 429669

Proposal

June 4, 2015

David Todd

Owner

P: 805-646-6296 F: 805-646-4698

California Electric Company

2424 Maricopa Highway

Ojai, CA 93023

California Contractors License: 429669 Classification A / C10

DIR Number: 1000008151 David Brian Todd sole owner registered

Purchasing Office

Oxnard School District

1051 S. A Street

Oxnard, CA 93030

Project:

Sierra Linda School Ground Bonding Gas / Water

2201 Jasmine Street, Oxnard, CA 93036

Proposal:

I, David Todd, owner of California Electric Company, propose to complete the above project located as described above for \$16,875.00 sixteen thousand eight hundred and seventy five dollars. The plan page MVE1 dated 5-21-14 and page Field Contract Proposal will be part of this document. The added page hand out by District also to include room numbers panels grounds at:

three for building 3

three for building 4

three for building 5

one for building 6

three for building 7

A handwritten signature in black ink, appearing to read 'D. Todd', is written over the list of buildings.

## **BOARD AGENDA ITEM**

**Name of Contributor:** Lisa Cline

**Date of Meeting:** 6/24/15

**STUDY SESSION** \_\_\_\_\_

**CLOSED SESSION** \_\_\_\_\_

**SECTION B: HEARINGS** \_\_\_\_\_

**SECTION C: CONSENT** \_\_\_\_\_

**SECTION D: ACTION**     **X**    

**SECTION E: REPORTS/DISCUSSION** \_\_\_\_\_

**SECTION F: BOARD POLICIES**      1<sup>st</sup> Reading \_\_\_\_\_      2<sup>nd</sup> Reading \_\_\_\_\_

### **Award of Formal Bid #14-04, Ritchen Elementary School Special Day Classroom (SDC) Project (Cline/CFW)**

Formal bids were solicited for Bid #14-04, Ritchen Elementary School Special Day Classroom (SDC) Project, pursuant to Public Contract Code 20110. Four bids were received and opened at 2:00 p.m., Friday, May 22, 2015. The bid summary is attached.

It is requested that the Board of Trustees award Bid #14-04 to GRD Construction as the lowest, responsive, responsible bidder, based on the Base Bid amount of \$89,698.00, and enter into Agreement #15-22 to perform the project. The project will be funded through Measure R.

#### **FISCAL IMPACT:**

\$89,698.00 – Measure R

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and Caldwell Flores Winters Inc., that the Board of Trustees award Bid #14-04 Ritchen Elementary School Special Day Classroom (SDC) Project, in the amount of \$89,698.00 and enter into Agreement #15-22 with GRD Construction.

#### **ADDITIONAL MATERIALS:**

Attached:      Bid Summary (1 Page)  
                    Agreement #15-22, GRD Construction (2 Pages)

#### **DISTRICT GOAL(S):**

##### **GOAL FIVE:**

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

**OXNARD SCHOOL DISTRICT**



School/Dept: Ritchen  
 Project Description: SDC Classroom  
 O.S.D. BID NO. 14-04  
 Date: Friday, May 22, 2015 - 2:00PM

BIDDER	BASE BID	Addendum	Sub List	Dir Reg (PWC-100)	Non Collusion Affidavit	Bid Qual	Bid Bond	DVBE	Job Walk Conf
GED Construction	89,698.00	✓	✓	✓	✓	✓	✓	✓	✓
Kiwitti Gen Bldg	210,000.00	✓	✓	✓	✓	✓	✓	✓	✓
Manet Const	134,000.00	✓	✓	✓	✓	✓	✓	✓	✓
SBS Corp	132,832.00	✓	✓	✓	✓	✓	✓	✓	✓



**SECTION 00310**

**AGREEMENT #15-22**

**THIS AGREEMENT** is made this 24th day of June, 2015, in the City of Oxnard, County of Ventura, State of California, by and between **OXNARD SCHOOL DISTRICT**, a California School District, hereinafter called the "District" and **GRD CONSTRUCTION**, hereinafter called the "Contractor", with a principal place of business located at 4840 Market Street, Suite B, Ventura, CA 93003-5700.

**WITNESSETH**, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follows:

- 1.01 The Work.** Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner and in strict compliance with the terms and conditions of the Contract Documents all of the Work required in connection with the work of improvement commonly referred to as:

**Bid #14-04**

**RITCHEN ELEMENTARY SCHOOL SPECIAL DAY CLASSROOM (SDC) PROJECT**

Contractor shall complete all Work covered by the Contract Documents, including without limitation, the Drawings and Specifications prepared by the Architect, and other Contract Documents enumerated in Article 5 below, along with all modifications and addenda thereto, in strict accordance with the Contract Documents.

- 1.02 Contract Time.** Final completion of the work shall be achieved within **FIFTY (50) CONSECUTIVE CALENDAR DAYS** beginning **JUNE 25, 2015 AND ENDING AUGUST 14, 2015**. Failure to achieve Final Completion within the Contract Time will result in the assessment of Liquidated Damages.
- 1.03 Contract Price.** The District shall pay the Contractor as full consideration for the Contractor's full, complete and faithful performance of the Contractor's obligations under the Contract Documents, subject to any additions or deduction as provided for in the Contract Documents, the Contract Price of Eighty-Nine Thousand Six Hundred Ninety-Eight Dollars (\$89,698.00). The Contract Price is based upon the Contractor's Base Bid Proposal. The District's payment of the Contract Price shall be in accordance with the Contract Documents.
- 1.04 Liquidated Damages.** In the event of the failure or refusal of the Contractor to achieve Completion of the Work of the Contract Documents within the Contract Time, as adjusted, or completion of the Interim Milestones as provided in the Contract Special Conditions, the Contractor shall be subject to assessment of Liquidated Damages in accordance with the Contract Documents.
- 1.05 The Contract Documents.** The Contract Documents consist of the following:

Notice to Contractors Calling for Bids  
Instructions for Bidders  
Bid Proposal  
Subcontractors List  
Non-Collusion Affidavit  
Statement of Bidder's Qualifications  
Bid Security  
Agreement  
Labor and Material Payment Bond  
Performance Bond  
Certificate of Workers Compensation

PWC-100 OSD Contractors Data Form  
Drug Free Workplace Certification  
Fingerprinting Certificate  
DVBE Participation Goal  
Guarantee  
Project Forms  
General Conditions  
Special Conditions  
Specifications  
Drawings

**1.06 Authority to Execute.** The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

IN WITNESS WHEREOF, this Agreement has been duly executed by the District and the Contractor as of the date set forth above.

**DISTRICT**

**GRD CONSTRUCTION**

**OXNARD SCHOOL DISTRICT,**  
a California School District

\_\_\_\_\_  
(Contractor's License Number)

By: \_\_\_\_\_  
Lisa Cline, Assistant Superintendent, Business &  
Fiscal Services

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

(Corporate Seal)

**END OF SECTION**

**BOARD AGENDA ITEM**

Name of Contributor(s): Dr. Morales/Cline/CFW      Date of Meeting: 6/24/15

**STUDY SESSION** \_\_\_\_\_  
**CLOSED SESSION** \_\_\_\_\_  
**SECTION B: HEARINGS** \_\_\_\_\_  
**SECTION C: CONSENT AGENDA** \_\_\_\_\_  
**SECTION D: ACTION**   X   \_\_\_\_\_  
**SECTION E: REPORTS/DISCUSSION** \_\_\_\_\_  
**SECTION F: BOARD POLICIES**   1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Consider Approval of Work Authorization Letter #002 for NV5 to Perform DSA Inspector of Record (IOR) Services for the Lemonwood Elementary School Reconstruction Project; the Work Authorization is Issued Pursuant to Master Agreement #13-130 with NV5 for Project Inspection Services Thereof. (Dr. Morales/Cline/CFW)**

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On November 13, 2013, pursuant to a competitive prequalification process for professional construction services, the Board of Trustees approved Master Agreement #13-130 with NV5 to perform project inspection services related to the design and construction of projects identified in the District’s Facilities Implementation Program. The District established a fair, impartial rotation for the assignment of work to each of the firms prequalified to perform professional construction services of this nature.

The District, in consultation with CFW, recommends issuing Work Authorization Letter #002 to NV5 to perform the project inspection services for the Lemonwood Elementary School Reconstruction project. The project inspection services will ensure the performance of the construction work will meet the requirements defined in the DSA approved plans and specifications for the projects.

The Work Authorization Letter is issued pursuant to and consists of:

**Master Agreement #13-130**  
**Work Authorization Letter #002**  
**Consultant: Nolte – Vertical Five (NV5)**  
**Date Issued: 6/24/15**  
**Fixed Fee Amount: \$421,600.00**

The attached Work Authorization Letter describes the scope of services requested from NV5 and calls for the performance of project inspection to ensure that the work performed in the field is in accordance with DSA approved design documents through the monitoring of all construction activities, review of requests for information, change orders, and submittals. The service will confirm that construction activities were performed satisfactorily in accordance with the approved design.

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**FISCAL IMPACT:**

The DSA Inspector of Record services will be completed for a lump sum fixed fee of:

**Four Hundred Twenty-One Thousand Six Hundred Dollars and No Cents**  
**[\$421,600.00]** to be funded from Measure "R".

**RECOMMENDATION:**

It is the recommendation of the Superintendent and Assistant Superintendent, Business and Fiscal Services, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve Work Authorization Letter #002 for the project inspection services at Lemonwood Elementary School Reconstruction per Master Agreement #13-130 with NV5.

**ADDITIONAL MATERIAL(S):**

- Work Authorization Letter #002, Nolte – Vertical Five (3 Pages)
- Proposal from Nolte – Vertical Five (1 Page)
- Master Agreement #13-130, Nolte - Vertical Five (29 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**

**GENERAL INFORMATION**

<b>PROJECT #:</b> Lemonwood ES	<b>DATE:</b> 6/24/2015
<b>SITE NAME:</b> Lemonwood Elementary School	<b>DSA #</b> N/A
<b>MASTER AGREEMENT #:</b> 13-130	<b>OPSC #</b> N/A
<b>WAL #:</b> 2	<b>VENDOR ID:</b>

**PURSUANT TO MASTER AGREEMENT BETWEEN:**

DISTRICT	CONSULTANT
<b>OXNARD SCHOOL DISTRICT</b> 1051 South A Street Oxnard, CA 93030 (805) 385-1501	Firm Name: Nolte - Vertical 5 Street: 1868 Palma Ave., Suite D City, State, Zip: Ventura, CA 93003 Phone: 805-656-6074

**SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL**

Project inspection services for the Lemonwood Elementary School Reconstruction at 2200 Carnegie Court, Oxnard, CA 93033 per attached Exhibit "F". The consultant is to ensure that the work performed in the field is in accordance with DSA approved design documents. See Attachment "A" for specific scope of work.

*(ATTACH ADDITIONAL PAGES AS NECESSARY)*

**SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL**

<b>START DATE:</b> August 2015	<b>COMPLETION DATE:</b> November 2017 or Project Closeout
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**FIXED FEE AMOUNT: \$421,600.00**

*This fee amount is based upon Consultant's proposal dated 5/19/2015 and subsequent negotiations mutually agreed to by all parties*

*This WAL is inherently a part of the Master Agreement referenced 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 supercede 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 superceded 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	CONSULTANT
(SIGNATURE) (DATE)	(SIGNATURE) (DATE)

**FOR DISTRICT USE ONLY**

PROJECT MANAGER: CFW (Greg Grant)	PREPARED BY: Suzanne Kuric
P.O. #	P.O. 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: 6290 Inspection Costs	

(PM APPROVAL SIGNATURE)	(DATE)
-------------------------	--------

**SPECIAL INSTRUCTIONS:**

1. IOR responsible for confirming T&I requirements with AOR, and coordinating all special inspections on a timely basis to achieve project schedule.
2. IOR responsible for verification that work installed meets DSA approved drawings and applicable building codes. IOR shall report all deficiencies immediately to AOR.

# Lemonwood ES Reconstruction

## NV5 – DSA IOR

Attachment “A”

MA #13-130, WAL #002

### Project Phases & DSA #s:

#### ES Reconstruction

DSA #: 03-116026

#### Mass Demolition & Site Work

DSA #: 03-116026

### Proposed Scope of Services for Work Authorization Letter #002 of Master Agreement #13-130:

#### *General Overview of Scope of Work*

The Lemonwood Elementary School Reconstruction project include the replacement of the Lemonwood campus on the existing school site with minimal disruption to the existing school site that is to remain in operation throughout the design and construction of the new school facilities. The project’s new elementary school will include a 2-story classroom building, multi-purpose room, administration building, student information center/library, playfields, and hard courts areas. As the new school is completed, many of the existing buildings will be demolished and new play fields, hard court areas, and site work will be constructed. However, building 3 shall remain and be reconfigured for the re-purpose and use of the Early Childhood Development program.

The DSA IOR for the projects shall provide adequate coverage for required inspections of the work, from NTP to close-out; as detailed on the DSA approved documents and the DSA 103 forms. Work includes but is not limited to framing, shear wall, MEP rough-in, sprinkler piping (new and modifications to existing), drywall, rated assemblies, plumbing, electrical, and HVAC. Project specific scope of work summaries are provided below.

#### *Inspection Requests*

The DSA IOR shall provide routine inspections within 24hrs of receipt of inspection request form. Contractor will provide a minimum of 24hrs notices for routine inspection request. The DSA IOR should plan to visit the site at least each work day to perform required inspections while on the site.

The DSA IOR must coordinate special inspections and off-site inspections within 48hrs of receipt of inspection request form. The Contractor will provide a minimum of 48hrs notice for special inspection requests. Special inspections include compaction, epoxy dowels, minor concrete (batch and follow), minor CMU infill, minor structural steel, minor welding (shop and field), and drilled anchors/shot pins (if required). The Contractor will provide look ahead schedule at weekly project meetings identifying anticipated inspection requirements.

#### *Timely Inspections*

The DSA IOR shall coordinate adequately with the Program Manager, AOR, special inspectors, testing lab, contractors, and other related parties to ensure that all inspection card sign-offs are obtained and

## **Lemonwood ES Reconstruction**

### **NV5 – DSA IOR**

Attachment “A”

MA #13-130, WAL #002

approved to support the timely completion of the project in support of the projects’ schedule milestones.

#### *Communication*

The DSA IOR 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. The DSA IOR must respond to all project emails and phone messages within 24hrs of receipt.

The DSA IOR 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 IOR’s review and/or approval.

#### *Reports*

The DSA IOR shall provide a copy to the District of all reports required by DSA, including daily activity reports, observation reports, etc.

#### ***Project Specific Scope of Work Summaries:***

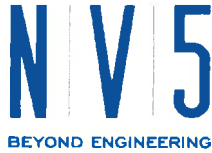
The Measure “R” Facilities Implementation Program provides for the replacement of the aging facilities at the Lemonwood Elementary School site. The new school is being designed to serve as a K-8 school for up to 900 students at state loading standards.

The new school facilities include a 2-story classroom building, multi-purpose room with full kitchen and instructional spaces, administration building, media center/library, kindergarten with play area, green play fields, hard court play areas, and protection of the existing kindergarten buildings and their associated utilities.

Construction budget is approximately +/- \$23,000,000.

Construction NTP is anticipated to be issued on or around August, 2015.

Construction substantial completion is required by November, 2017.



May 19, 2015

Proposal No: 2015.06.0105

**Oxnard School District**  
c/o Caldwell Flores Winters, inc.  
1901 S. Victoria Avenue, Suite 106  
Oxnard, CA 93035

DSA: to follow  
File No.: to follow

ATTENTION: Greg Grant, Program Manager

SUBJECT: **Proposal for DSA Project Inspector for the Lemonwood K-8 Reconstruction,  
2200 Carnegie Court, Oxnard, CA**

NOLTE - Vertical Five is pleased to submit this proposal for the referenced project.  
Our estimated scope of services and estimated costs are detailed below.

Scope of Work and Cost Estimate

	Rate	Units	Total
Project Inspector (Class 1)			
- Estimate mid August 8/17/15 thru mid November 11/20/17	\$ 85.00 hr	4720	\$ 401,200.00
- Planned duration of close out - estimate periodic over 6 months	\$ 85.00 hr	240	\$ 20,400.00

Per the California Building Code the PI will report the status of construction for the project according to DSA Procedure 13-01.

- DSA 151 - Project Inspector Notifications
- DSA 152 - Project Inspection Card
- DSA 154 - Notice of Deviations/Resolution of Deviations
- DSA 155 - Project Inspector Semi-Monthly Report
- DSA 6-PI - Verified Report - Project Inspector
- Project Inspector Job File

**TOTAL: \$ 421,600.00**

**Notes:**

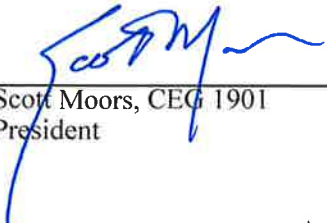
- 1 Travel time and mileage will be waived to project job site for Project Inspector.

NV5 appreciates the opportunity to be of service. If you have any questions, please do not hesitate to contact us.

*Respectfully Submitted,*  
**NOLTE – Vertical Five**

*Reviewed By,*

  
\_\_\_\_\_  
Carol Harrison  
Marketing Manager

  
\_\_\_\_\_  
Scott Moors, CEG 1901  
President



**OXNARD SCHOOL DISTRICT  
AGREEMENT FOR CONSULTANT SERVICES  
(MASTER AGREEMENT – PROJECT DSA INSPECTION [IOR])**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 13<sup>th</sup> day of November, 2013 by and between the **Oxnard School District** (“District”), with offices located at 1051 South A Street, Oxnard, CA 93030, and **NOLTE - Vertical Five** (“Consultant”) with a business address at 1868 Palma Avenue, Suite D, Ventura, CA 93003. 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.

**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**.

5. **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.
6. **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.
7. **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.

**8. 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.

**9. 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.
10. **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.
11. **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.

12. **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.
13. **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.
14. **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.
15. **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.
16. **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.
17. **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.

18. **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.

19. **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”).

20. **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.

21. **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.

 (Initials)

22. **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)

23. **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.
24. **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.
25. **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
26. **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.
27. **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.



28. **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.

29. **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.

30. **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)

31. **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.

32. **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:** NOLTE – Vertical Five (NV5)  
1868 Palma Drive, Suite A  
Ventura, CA 93003  
Attention: Scott Moors  
T: (805) 656-6074  
Email: scott.moors@nv5.com

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.

33. **Excusable Delays.** Neither Party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that Party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed Party: (i) gives the other Party prompt written notice of such cause; and (ii) uses 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.
34. **Entire Agreement; Binding Effect.** This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. Consultant shall be entitled to no other benefits other than those specified herein. 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.
35. **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.
36. **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.

37. **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.

38. **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).

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

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

**OXNARD SCHOOL DISTRICT:**

**NOLTE-VERTICAL FIVE:**

Lisa A. Franz  
Signature

Scott Moors  
Signature

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

Scott Moors / Vice President  
Typed Name/Title

11-20-13  
Date

10-30-13  
Date

Tax Identification Number: 95-6002318

Tax Identification Number: 94-2706173

- Not Project Related  
 Project #13-130


**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-130**

**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 with 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 #13-130

	<b>WORK AUTHORIZATION LETTER (WAL)</b>	
	<b>GENERAL INFORMATION</b>	
	PROJECT #:	DATE:
	SITE NAME:	DSA #:
MASTER AGREEMENT #:	OPSC #:	
WAL #:	VENDOR ID:	
<b>PURSUANT TO MASTER AGREEMENT BETWEEN:</b>		
<b>DISTRICT</b>	<b>CONSULTANT</b>	
<b>OXNARD SCHOOL DISTRICT</b> 1051 South A. St. Oxnard , CA 93030 (805) 385-1501	Firm Name: Street: City, State, Zip: Phone:	
<b>SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL</b>		
(ATTACH ADD'L PAGES AS NECESSARY)		
<b>SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL</b>		
START DATE:		COMPLETION DATE:
<b>FIXED FEE AMOUNT:</b> _____		
<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><b>IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:</b></p>		
<b>DISTRICT</b>	<b>CONSULTANT</b>	
<b>OXNARD SCHOOL DISTRICT</b>  _____ (SIGNATURE)	CONSULTANT:  _____ (SIGNATURE)	
_____ (DATE)	_____ (DATE)	
<b>FOR DISTRICT USE ONLY</b>		
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 #13-130

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-130**

**COMPENSATION & RATE/FEE SCHEDULE**

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

**PROJECT DSA INSPECTIONS FEE SCHEDULE**

NOLTE – Vertical Five is pleased to present Fee Schedule for Project Inspection Services for the Oxnard School District.

<u>Classification</u>	<u>Hourly Rate</u>
1. DSA Class 1 Project Inspector	\$ 85
2. DSA Class 2 Project Inspector	\$ 80
3. DSA Class 3 Project Inspector	\$ 75

**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.**

Not Project Related

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**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 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 #13-130**

**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 #13-130**

**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

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**EXHIBIT “E”  
TO AGREEMENT FOR CONSULTANT SERVICES #13-130**

**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: Scott Moors

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: 10-30-13

Proper Name of Contractor: Nolte - Vertical Five

Signature: 

By: Scott Moors

Its: \_\_\_\_\_

- Not Project Related  
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**EXHIBIT "F"**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-130**

**SCOPE OF SERVICES – PROJECT DSA INSPECTION (IOR)**

**The Project Inspector's Scope of Work includes, but is not limited to, the following:**

Consultant shall ensure that the work performed in the field is in accordance with DSA approved design documents. The project inspector will be required to monitor all construction activities, review RFIs, change orders, and submittals, and to confirm that construction activities were performed satisfactorily in accordance with approved design.

**1. Certifications:**

- a. Possession and maintenance in good standing of all classes of licensed DSA Project Inspectors' Certificate issued by the Division of the State Architect.

**2. Pre-Construction services required:**

- a. Familiarity with the project scope and approved drawings and specifications.
- b. Preparation of all required forms for DSA, the Architect and the District.
- c. Participation at all preconstruction meetings.

**3. Construction Phase Services Required:**

- a. Performance of project inspection in accordance with Sections 4-211, 4-333 and 4-341, Title 24 Part 1, 2010 California Building Standards Administrative Code, Division of State Architect requirements, and all other laws, codes, and regulations governing educational facilities construction inspection.
- b. Daily site inspections with reports to inform Contractor, Architect, District and DSA of non-conforming work and corrective steps required.
- c. Monitoring of daily construction progress relating to the construction schedule, T & M work required, weather delays and like activities.
- d. Verification that all required materials sampling and special inspections are coordinated with construction activities, performed in accordance with project requirements and properly documented.
- e. Tracking of Record Drawing updates by the Contractor.
- f. Prompt filing of all periodic reports required during the construction process.
- g. Attendance at periodic job meetings and visits by DSA and District personnel.
- h. Review of Requests for Information generated by the Contractor.
- i. Observe and document discovered conditions and inform Contractor, Architect and District of such conditions.
- j. Review of periodic pay requests generated by the Contractor.
- k. Review of proposed change orders to verify that such work falls outside of the project scope.

**4. Post-Construction Services Required:**

- a. Compilation of operations and maintenance manuals, warranties/guarantees, and certificates.
- b. Compilation and completion of all documentation to assure DSA close-out with certification.

- Not Project Related  
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**5. Reports**

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

- a. All DSA required inspections, reporting, processes and procedures required by the DSA Testing & Inspection Listing, and/or required by the Architect of Record.

**6. Time**

All DSA required reporting shall be delivered to the District concurrent with the submittal to DSA, and pursuant to DSA required timelines. The final inspection report (DSA Form 6) shall be completed and electronic filed within 30 calendar days of the notice of completion.

**7. Accuracy Standards**

Precision of the inspection reports and other documentation shall be in accordance with the professional standard of care to be expected of professional DSA inspectors licensed to practice in the State of California.

Not Project Related  
 Project #13-130

**EXHIBIT "G"**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-130**

**INVOICE APPROVAL LETTER & BILLING COVER SHEET**

DATE:

Project No. \_\_\_: [INSERT PROJECT NAME]

Consultant: NOLTE - Vertical Five ("NV5")

---

NV5 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 NV5, 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.

\_\_\_\_\_  
NOLTE - Vertical Five Date

The invoice has been reviewed by the following and is recommended for payment:

\_\_\_\_\_  
Caldwell Flores Winters, Inc. Date

\_\_\_\_\_  
Oxnard School District Date  
Lisa Cline, Assistant Superintendent,  
Business and Fiscal Services

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CONSULTANT/VENDOR PROGRESS BILLING FORM

TO: Caldwell Flores Winters, Inc. (CFW)  
 Program Manager for Oxnard School District  
 1901 Victoria Ave, Suite 106  
 Oxnard, CA 93035  
 ATTN: Tylor Middlestadt (tmiddlestadt@cfwinc.com)

PROJECT: Project Name/Site  
 PROJECT #: Project #  
 PROJECT TYPE: New Const./Modernization  
 DATE: Date of Invoice  
 INVOICE #: Invoice #  
 PERIOD COVERED: Billing Period of Invoice  
 PO #: Purchase Order #

**VENDOR NAME**  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

BASE CONTRACT BILLING FORM									
ITEM #	COST CODE	CONTRACT	CONTRACT SCOPE	COST	% TO DATE	COST COMPLETED TO DATE	TOTAL PREVIOUS BILLINGS	% THIS PERIOD	CURRENT BILLING
1	COST ID	Base Contract - fee	SCOPE OF WORK	FEE	0%	#VALUE!	0	#VALUE!	#VALUE!
2	COST ID	Base Contract - Re-Imbursables	SCOPE OF WORK	RE-IMB	0%	#VALUE!	0	#VALUE!	#VALUE!
							\$0.00	#VALUE!	#VALUE!

TOTAL EARNED ON BASE CONTRACT AND ADDITIONAL AWARDS	#VALUE!
TOTAL DUE THIS INVOICE	#VALUE!



- Not Project Related  
 Project #13-130

## 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 (middlestadt@cfwinc.com), or mail to the CFW 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 25<sup>th</sup> 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.

# Cavignac & Associates

INSURANCE BROKERS

License No. OA99520

450 B Street, Suite 1800  
San Diego, CA 92101-8005

**Phone** 619-234-6848  
**Fax** 619-234-8601  
**Web Site** [www.cavignac.com](http://www.cavignac.com)

Oxnard School District  
ATTN: Lisa Franz  
1051 South 'A' Street  
Oxnard, CA, 93030

Oct 29, 2013

Re: NV5, Inc.; BTC Labs - Vertical V, Inc.

To Whom It May Concern:

Enclosed is a certificate of insurance, as requested. If you have questions or require changes, please contact our office via email ([certificates@cavignac.com](mailto:certificates@cavignac.com)) or fax (619-234-1239). Please include a copy of the certificate with your request or reference ID number 243841.

Sincerely,

Cavignac & Associates Certificate Department  
[certificates@cavignac.com](mailto:certificates@cavignac.com)  
619-234-1239 (fax)

cc: Danielle Wooten ([danielle.wooten@nv5.com](mailto:danielle.wooten@nv5.com))

Certificate of Insurance for NV5, Inc.; BTC Labs - Vertical V, Inc.



# CERTIFICATE OF LIABILITY INSURANCE

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).

<b>PRODUCER</b> Cavignac & Associates 450 B Street, Suite 1800 San Diego, CA 92101-8005 License No. OA99520	<b>CONTACT NAME:</b> Certificate Department	
	<b>PHONE (A/C No. Ext):</b> 619-234-6848	<b>FAX (A/C No.):</b> 619-234-8601
<b>E-MAIL ADDRESS:</b> certificates@cavignac.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> TRAVELERS PROP CAS CO OF AMER		25674
<b>INSURER B:</b> TRAVELERS IND CO OF CT		25682
<b>INSURER C:</b> HUDSON INS CO		25054
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b> 243841	<b>REVISION NUMBER:</b>
------------------	-----------------------------------	-------------------------

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
B	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Cross Liab/Sev of Int  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		X	6806B97547A	5/1/2013	5/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 0
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		X	BA6B774609	7/1/2013	5/1/2014	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"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> DED <input checked="" type="checkbox"/> RETENTION \$ \$0			CUP4076T902	7/1/2013	5/1/2014	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	UB3893T34A	5/1/2013	5/1/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			AEE7246003	5/1/2013	5/1/2014	Ea. Claim \$5,000,000 Aggreg \$10,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

Re: Agreement for Consultant Services #13-154. Additional Insured coverage applies to General and Automobile Liability for Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers per policy form. Primary coverage applies to General and Automobile Liability per policy form. Prof. Liab. - Claims made, defense costs included within limit, Pollution Liability included per policy form #ADI0510002. Cavignac & Associates will provide 30 days notice of cancellation to the Certificate Holder in the event of policy cancellation.

<b>CERTIFICATE HOLDER</b> Oxnard School District 1051 South 'A' Street Oxnard, CA 93030 United States	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> Jeffrey W. Cavignac
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**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.

- |   |   |
|---|---|
| <b>A. BROAD FORM NAMED INSURED</b>                                  | <b>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</b>  |
| <b>B. BLANKET ADDITIONAL INSURED</b>                                | <b>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b> |
| <b>C. EMPLOYEE HIRED AUTO</b>                                       | <b>J. PERSONAL EFFECTS</b>  |
| <b>D. EMPLOYEES AS INSURED</b>                                      | <b>K. AIRBAGS</b>   |
| <b>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b>                 | <b>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</b>                    |
| <b>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</b> | <b>M. BLANKET WAIVER OF SUBROGATION</b>                               |
| <b>G. WAIVER OF DEDUCTIBLE – GLASS</b>                              | <b>N. UNINTENTIONAL ERRORS OR OMISSIONS</b>                           |

### **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.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET ADDITIONAL INSURED  
(ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. The following is added to WHO IS AN INSURED (Section II):**

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to the additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF INSURANCE (Section III)** for this Coverage Part.

**B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an 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 that is

available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

**C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

**D. The following definition is added to DEFINITIONS (Section V):**

"Contract or agreement requiring insurance" means that part of any 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 you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

**BOARD AGENDA ITEM**

**Name of Contributor(s):** Dr. Morales/Cline/CFW      **Date of Meeting:** 6/24/15

**STUDY SESSION** \_\_\_\_\_  
**CLOSED SESSION** \_\_\_\_\_  
**SECTION B: HEARINGS** \_\_\_\_\_  
**SECTION C: CONSENT AGENDA** \_\_\_\_\_  
**SECTION D: ACTION**   X   \_\_\_\_\_  
**SECTION E: REPORTS/DISCUSSION** \_\_\_\_\_  
**SECTION F: BOARD POLICIES**      1<sup>st</sup> Reading \_\_\_\_\_      2<sup>nd</sup> Reading \_\_\_\_\_

**Consider Approval of Work Authorization Letter #002 for BTC Labs for Testing and Special Inspection Services for the Lemonwood Elementary School Reconstruction Project; the Work Authorization is Issued Pursuant to Master Agreement #13-154 with BTC Labs for Materials Testing Lab and Special Inspection Services Thereof. (Dr. Morales/Cline/CFW)**

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On November 13, 2013, pursuant to a competitive prequalification process for professional construction services, the Board of Trustees approved Master Agreement #13-154 with BTC Labs to perform materials testing lab and special inspection services related to the design and construction of projects identified in the District's Facilities Implementation Program. The District established a fair, impartial rotation for the assignment of work to each of the firms prequalified to perform professional construction services of this nature.

The District, in consultation with CFW, recommends issuing Work Authorization Letter #002 to BTC Labs to perform the materials testing lab and special inspection services for the Lemonwood Elementary School Reconstruction project. The testing and special inspection services will ensure the performance of the construction work will meet the requirements defined in the DSA approved plans and specifications for the projects.

The Work Authorization Letter is issued pursuant to and consists of:

**Master Agreement #13-154**  
**Work Authorization Letter #002**  
**Consultant: BTC Labs – Vertical Five (BTC)**  
**Date Issued: 6/24/15**  
**Fixed Fee Amount: \$108,006.50**

The attached Work Authorization Letter describes the scope of services requested from BTC Labs and calls for the performance of materials testing lab and special inspection to ensure that the work performed in the field is in accordance with DSA approved design documents through the monitoring of all construction activities, review of requests for information, change orders, and submittals. The service will confirm that construction activities were performed satisfactorily in accordance with the approved design.

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**FISCAL IMPACT:**

The Materials Testing Lab and Special Inspection services will be completed for a lump sum fixed fee of:

**One Hundred Eight Thousand Six Dollars and Fifty Cents [\$108,006.50]** to be funded from Measure "R".

**RECOMMENDATION:**

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It is the recommendation of the Superintendent and Assistant Superintendent, Business and Fiscal Services, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve Work Authorization Letter #002 for the materials testing lab and special inspection services of Lemonwood Elementary School Reconstruction per Master Agreement #13-154 with BTC.

**ADDITIONAL MATERIAL(S):**

- Work Authorization Letter #002, BTC Labs (2 Pages)
- Proposal from BTC Labs (2 pages)
- Master Agreement #13-154, BTC Labs (35 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***

	<b>WORK AUTHORIZATION LETTER</b>	
	<b>GENERAL INFORMATION</b>	
	<b>PROJECT #:</b> Lemonwood ES <b>SITE NAME:</b> Lemonwood Elementary School <b>MASTER AGREEMENT #:</b> 13-154 <b>WAL #:</b> 2	<b>DATE:</b> 6/24/2015 <b>DSA #</b> 03-116026 <b>OPSC #</b> N/A <b>VENDOR ID:</b>

**PURSUANT TO MASTER AGREEMENT BETWEEN:**

DISTRICT	CONSULTANT
<b>OXNARD SCHOOL DISTRICT</b> 1051 South A Street Oxnard, CA 93030 (805) 385-1501	<b>Firm Name:</b> BTC Labs - Vertical Five (BTC) <b>Street:</b> 1868 Palma Ave., Suite D <b>City, State, Zip:</b> Ventura, CA 93003 <b>Phone:</b> 805-656-6074

**SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL**

Materials Testing Lab & Spec. Inspection services for the Lemonwood Elementary School Reconstruction at 2200 Carnegie Court, Oxnard, CA 93033 per attached Exhibit "F". The consultant is to ensure that the work performed in the field is in accordance with DSA approved design documents. See Attachment "A" for specific scope of work.  
 (ATTACH ADDITIONAL PAGES AS NECESSARY)

**SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL**

<b>START DATE:</b> August 2015	<b>COMPLETION DATE:</b> November 2017 or Project Closeout
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**FIXED FEE AMOUNT: \$108,006.50**

*This fee amount is based upon Consultant's proposal dated 5/19/2015 and subsequent negotiations mutually agreed to by all parties*

*This WAL is inherently a part of the Master Agreement referenced 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 supercede 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 superceded 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
<b>OXNARD SCHOOL DISTRICT</b>	<b>CONSULTANT</b>
(SIGNATURE) (DATE)	(SIGNATURE) (DATE)

**FOR DISTRICT USE ONLY**

<b>PROJECT MANAGER:</b> CFW (Greg Grant) <b>P.O. #</b> <b>SOURCE OF FUNDS:</b> <input checked="" type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input type="checkbox"/> OTHER _____ <b>COST ID:</b> 6280 Construction Testings	<b>PREPARED BY:</b> Suzanne Kuric <b>P.O. AMOUNT:</b>
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(PM APPROVAL SIGNATURE)	(DATE)
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**SPECIAL INSTRUCTIONS:**

- Spec. Inspector & Lab are responsible for confirming T&I requirements with AOR, and coordinating all special inspections on a timely basis to achieve project schedule.
- Spec. Inspectors responsible for verification that work installed meets DSA approved drawings and applicable building codes. IOR shall report all deficiencies immediately to AOR.



**Attachment “A”**

**MA #13-154, WAL #002**

**Lemonwood Elementary School Reconstruction**

**2200 Carnegie Court, Oxnard, CA**

**Scope of Services to be performed under this WAL No.002**

*General Overview of Scope of Work*

The Testing Laboratory and Special Inspectors for Project 3: Lemonwood Reconstruction shall provide adequate coverage to provide observation and testing for scope of work identified to require special inspections and testing by the Division of State Architects (DSA) on Form 103. Work may begin from the Notice to Proceed through the duration of the Project to and including Close-out. Work shall include, but is not limited to: masonry, grouting, framing, shear walls, MEP rough-in, fire sprinkler piping, drywall, rated assemblies, plumbing, electrical, HVAC, welding, anchor pull testing, steel strength testing, and concrete sample testing.

*Special Inspection Requests*

The Special Inspector must perform special inspections within 48 hours of receipt of an inspection request form.

*Timely Inspections*

The Special Inspector shall coordinate adequately with the DSA Inspector of Record, Program Manager, and Architect of Record, testing lab, contractor and other related parties to ensure that all inspection card sign-off requirements are obtained and approved to support the timely completion of the Project in support of the Project schedule milestones.

*Communication*

All Special Inspectors shall maintain active communication with the Project team, including at minimum, cell phone with email capabilities, an active email address, and 24/7 dispatch availability for urgent issues during field observation and testing activities. Any Special Inspector is expected to respond to all Project related email and phone calls within 24 hours of receipt.

*Reports*

All Special Inspectors shall provide a copy to the district of all reports required by DSA, including Daily Reports and observation reports.



May 19, 2015

Proposal No: 2015.06.0095

**Oxnard School District**  
c/o Caldwell Flores Winters, Inc.  
1901 S. Victoria Avenue, Suite 06  
Oxnard, CA 93035

DSA: to follow  
File No.: to follow

ATTENTION: Greg Grant, Program Manager

SUBJECT: **Proposal for Materials Testing and Inspection for the Lemonwood K-8  
Reconstruction, 2200 Carnegie Court, Oxnard, CA**

NV5 West is pleased to submit this proposal for the referenced project. Our estimated scope of services and estimated costs are detailed below.

**Scope of Work and Cost Estimate**

	Rate		Units		Total
<b>Soils:</b>					
Soil Technician (includes nuclear guage)	\$ 88.00	hr	220	\$	19,360.00
- over-ex per soils report (not available at this time)					
- compaction test of backfill, test imported fill (if used), test subgrade					
- trenching - test bottom of trench and backfill					
- test foundation bottoms					
Maximum Density - soils	\$ 175.00	ea	1	\$	175.00
Maximum Density - base	\$ 195.00	ea	1	\$	195.00
Sieve Analysis	\$ 105.00	ea	1	\$	105.00
Sand Equivalent	\$ 110.00	ea	1	\$	110.00
Durability	\$ 215.00	ea	1	\$	215.00
R-Value	\$ 270.00	ea	1	\$	270.00
Expansion Index	\$ 158.00	ea	1	\$	158.00
Geotechnical Engineer	\$ 155.00	hr	20	\$	3,100.00
<b>Concrete:</b>					
Mix Design review (concrete)	\$ 230.00	ea	3	\$	690.00
Concrete Batch Plant Inspection	\$ 86.00	hr	120	\$	10,320.00
Concrete Technician (cast cylinders, slump, temperature & air)	\$ 86.00	hr	112	\$	9,632.00
Concrete compression tests (\$25.per cyl. / 4 cys. per set)	\$ 25.00	ea	200	\$	5,000.00
Concrete cylinder pickup (\$9.50 per cyl. / 4 cys. per set)	\$ 9.50	ea	200	\$	1,900.00
Non-Shrink Grout Inspection	\$ 86.00	hr	40	\$	3,440.00
Non-Shrink (Dry-Pack) Grout compression tests (sets of 3 ea.)	\$ 96.00	ea	6	\$	576.00
<b>Reinforcing Steel:</b>					
Reinforcing Steel Bend tests rebar	\$ 45.00	ea	20	\$	900.00
Reinforcing Steel tensile tests rebar	\$ 45.00	ea	20	\$	900.00
Reinforcing Steel sampling (2 hr. min.)	\$ 86.00	hr	40	\$	3,440.00
<b>Masonry:</b>					
Mix Design review (grout)	\$ 230.00	ea	1	\$	230.00
Masonry Inspection	\$ 90.00	hr	40	\$	3,600.00

Grout Batch Plant Inspection	\$ 86.00	hr	4	\$	344.00
Mortar compression tests (\$25. ea sample / sets of 3)	\$ 25.00	ea	15	\$	375.00
Grout compression tests (\$30. ea. sample / sets of 4 ea.)	\$ 30.00	ea	4	\$	120.00
Mortar and grout sample pickup (\$9.50 ea. sample)	\$ 9.50	ea	19	\$	180.50
Block Sampling (estimate only / based on location of supplier)	\$ 86.00	hr	4	\$	344.00
Masonry Unit acceptance tests (includes absorption,compression, moisture content & unit weight - shrinkage if requested)	\$ 585.00	set	1	\$	585.00
Masonry Wall Coring (includes machine, truck and operator)	\$ 190.00	hr	6	\$	1,140.00
Masonry core compression test	\$ 35.00	ea	2	\$	70.00
Masonry core shear test	\$ 85.00	ea	1	\$	85.00

**Structural Steel:**

Shop Welding Inspection (including material ID, obtain welder certs and WPS) stairs included / fillet welds periodic	\$ 78.00	hr	60	\$	4,680.00
Field Welding Inspection - continuous	\$ 86.00	hr	100	\$	8,600.00
Metal Decking Inspection - periodic	\$ 86.00	hr	16	\$	1,376.00
Metal Studs Inspection	\$ 86.00	hr	20	\$	1,720.00
Mill Certification	\$ 18.00	ea	12	\$	216.00
High Strength Bolting Inspection (slip critical)	\$ 86.00	hr	40	\$	3,440.00
High Strength Bolt Testing, Nuts & Washers - (proof, hardness, ultimate load test - 3 of ea. per set)	\$ 335.00	set	2	\$	670.00

**Miscellaneous:**

Epoxy Inspection	\$ 86.00	hr	40	\$	3,440.00
Anchor Testing (pull or torque test)	\$ 88.00	hr	40	\$	3,520.00
Ceiling Wire Pull Tests / Splay Wires	\$ 88.00	hr	40	\$	3,520.00
Asphalt Laydown Inspection (including density tests) - fire lane road	\$ 88.00	hr	60	\$	5,280.00
Bulk Specific Gravity (3 pt. LTMD)	\$ 210.00	ea	1	\$	210.00
AC Extraction and Gradation	\$ 225.00	ea	1	\$	225.00
Engineering	\$ 155.00	hr	8	\$	1,240.00
DSA - 293 (GVR), 291 interim and final (LVRs) - estimate only	\$ 385.00	ea	6	\$	2,310.00

**TOTAL: \$ 108,006.50**

**Notes:**

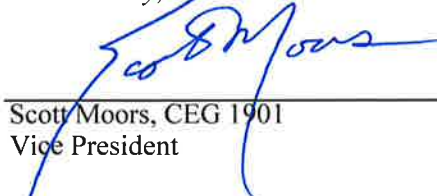
- 1 Travel time and mileage will be waived to project job site.
- 2 The estimate is provided for budgetary purposes only and is not a lump sum / not to exceed cost. Billing will be for actual service provided.
- 3 Added charges will be charged in accordance with the Reduced for OSD 2013 Schedule of Fees and prevailing wage rates.

NV5 appreciates the opportunity to be of service. If you have any questions, please do not hesitate to contact us.

*Respectfully Submitted,*  
**NV5 West, Inc.**

  
 Carol Harrison  
 Marketing Manager

*Reviewed By,*

  
 Scott Moors, CEG 1901  
 Vice President

**OXNARD SCHOOL DISTRICT  
AGREEMENT FOR CONSULTANT SERVICES  
(MASTER AGREEMENT – MATERIALS TESTING, & SPECIAL INSPECTIONS)**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 13<sup>th</sup> day of November, 2013 by and between the **Oxnard School District** (“District”), with offices located at 1051 South A Street, Oxnard, CA 93030, and **BTC Labs – Vertical Five** (“Consultant”) with a business address at 1868 Palma Avenue, Suite D, Ventura, CA 93003. 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 NOV 01 2013** *CFW*

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.

**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**.

5. **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.
6. **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.
7. **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.

#### **8. 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.

#### **9. 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.
10. **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.
11. **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.

12. **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.
13. **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.
14. **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.
15. **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.
16. **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.
17. **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.
18. **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.
19. **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”).


20. **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.

21. **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.

 (Initials)

22. **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)

23. **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.
24. **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.
25. **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
26. **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.
27. **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.


28. **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.

29. **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.

30. **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)

31. **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.

32. **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:** BTC Labs – Vertical Five  
1868 Palma Drive, Suite A  
Ventura, CA 93003  
Attention: Scott Moors  
T: (805) 656-6074  
Email: scott.moors@nv5.com

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.

33. **Excusable Delays.** Neither Party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that Party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed Party: (i) gives the other Party prompt written notice of such cause; and (ii) uses 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.
34. **Entire Agreement; Binding Effect.** This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. Consultant shall be entitled to no other benefits other than those specified herein. 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.
35. **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.
36. **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.

- 37. **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.
- 38. **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).
- 39. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

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

**OXNARD SCHOOL DISTRICT:**

**BTC LABS - VERTICAL FIVE:**

*Lisa A. Franz*  
Signature

*Scott Moors*  
Signature

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

SCOTT MOORS / President  
Typed Name/Title

11-20-13  
Date

10-30-2013  
Date

Tax Identification Number: 95-6002318

Tax Identification Number: ~~95~~ 27-1979620

- Not Project Related  
 Project #13-154

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-154**

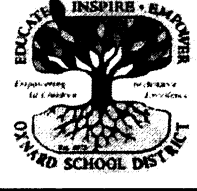
**WORK AUTHORIZATION PROCEDURES**

**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 #13-154

	<b>WORK AUTHORIZATION LETTER (WAL)</b>	
	<b>GENERAL INFORMATION</b>	
	PROJECT #:	DATE:
	SITE NAME:	DSA #:
	MASTER AGREEMENT #:	OPSC #:
WAL #:	VENDOR ID:	
<b>PURSUANT TO MASTER AGREEMENT BETWEEN:</b>		
<b>DISTRICT</b>	<b>CONSULTANT</b>	
<b>OXNARD SCHOOL DISTRICT</b> 1051 South A. St. Oxnard , CA 93030 (805) 385-1501	Firm Name: Street: City, State, Zip: Phone:	
<b>SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL</b>		
(ATTACH ADD'L PAGES AS NECESSARY)		
<b>SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL</b>		
START DATE:		COMPLETION DATE:
<b>FIXED FEE AMOUNT:</b> _____		
<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><b>IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:</b></p>		
<b>DISTRICT</b>	<b>CONSULTANT</b>	
<b>OXNARD SCHOOL DISTRICT</b>  _____ (SIGNATURE)	CONSULTANT:  _____ (SIGNATURE)	
_____	_____	_____
(DATE)	(DATE)	
<b>FOR DISTRICT USE ONLY</b>		
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)		
<b>SPECIAL INSTRUCTIONS:</b>		



Not Project Related

Project #13-154

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-154**

**COMPENSATION & RATE/FEE SCHEDULE**

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

**MATERIALS TESTING & SPECIAL INSPECTIONS FEE SCHEDULE**

**I. PROFESSIONAL, TECHNICAL, & SUPPORT STAFF**

*(Hourly rates unless otherwise indicated. Charges are portal-to-portal from/to BTC Labs)*

<b>A. Professional Staff</b>		<b>Standard</b>
Principal Engineer/Geologist/Consultant		\$180
Senior Engineer/Geologist/Consultant (PE, CEG)		\$155
Project Engineer/Geologist/Consultant/Manager		\$130
Staff Engineer/Geologist/Consultant		\$105
<b>B. Field Sampling, Inspection &amp; Testing</b>		<b>Prevailing Wage</b>
Special (Deputy) Inspector		\$86
<i>(Concrete, P/T Concrete, Masonry, Welding, Bolting, Fireproofing)</i>		
Concrete/Asphalt Batch Plant Inspection		\$78
ACI Concrete Technician		\$74
Senior Technician* <i>(Soil/Asphalt/Special Testing)</i>		\$88
Mechanical/Electrical Inspector		\$92
Roofing/Waterproofing Inspector		\$95
Nondestructive Exam/Testing (UT/Mag Part./Dye Pen.)		\$92
Trip Charge (within 25 radius of Lab; if >25 mi. hourly + mileage)		\$30

\* Services such as: density by nuclear gauge, Schmidt Hammer readings, pachometer survey, torque tests and pull tests are performed by Senior Technicians

<b>C. DSA / OSPIID Inspection &amp; Testing</b>		<b>Prevailing Wage / Standard</b>
Project Inspector / IOR, DSA Class I		\$110
Project Inspector / IOR, DSA Class II/III		\$95
DSA Masonry / Shotcrete Inspection		\$90
DSA Form 5 (Inspector Qualifications)		\$45 ea.
Special Inspection Verified Report (SIVR/VR)		\$185 (min.) ea.
Laboratory / Geotechnical Verified Report		\$385 (min.) ea.

<b>D. Sample Pickup &amp; Delivery, Mileage</b>		<b>Prevailing Wage</b>	<b>Standard</b>
Sample Pickup (<25mi. radius of Lab) – plus applicable unit price		\$55/hr	
Field Equipment & Supply Delivery (1 hr min)		\$55/hr	
Saturday Pickup (hourly, 4 hr minimum, plus mileage)		\$75 /hr	
Mileage – Field Vehicle (\$30/day minimum charge)		\$0.60/mi	
Mileage – Coring Truck		\$0.70/mi	

*See Unit Prices for pickup charges of cylinders, prisms, panels, etc.*

**E. Support Staff & Special Services**

	<b>Prevailing Wage</b>	<b>Standard</b>
Laboratory Technician		\$85
File Search, Reissue of Report		\$45 (min.)
Certified Payroll Admin. (0.5 hr min./wk)		\$80
Court Appearance and Depositions (4 hr min)		\$295
Drafting/CADD		\$70
Clerical		\$60

**II. MATERIALS AND EQUIPMENT**

<b>A. Equipment</b>	<b>Rate</b>
1. Air Meter (Concrete)	\$45/day
2. Calibrated Ram (Pull test)	\$75/day
3. Ceiling Wire Dead-Weight Equip.	\$110/day
4. Concrete Relative Humidity Meter	\$265/day
5. Concrete Slab Moisture Emission Kit	\$55/ea
6. Floor Flatness (plus labor – 4hr min)	\$550/day
7. Generator	\$65/day
8. Ground Penetrating Radar (GPR) – (plus labor – 4 hr min)	\$385/day
9. Magnetic Particle Equipment & Consumables	\$50/day
10. Nuclear Gauge	\$25/day
11. Pachometer (Rebar) Survey Equipment	\$85/day
12. Schmidt Hammer	\$35/day
13. Skidmore Wilhelm, per day	\$75/day
14. Torque Wrench (Large), per day	\$50/day
15. Torque Wrench (Small), per day	\$15/day
16. Ultrasonic Equipment & Consumables	\$60/day
17. Vehicle – Field Truck	\$55/day
<b>B Diamond Coring (min. charge – field time w/travel + 1 hr. mob./demob.)</b>	
1. Machine, truck & 1 operator (accessible flatwork only)	\$190/hr
2. Machine, truck, operator and helper	\$275/hr
3. Coring Bit Charge	\$2/inch
4. Coring truck mileage (portal to portal)	\$0.70/mi
5. Traffic Control	Per Quote

Not Project Related

Project #13-154

### III. LAB TESTS: AGGREGATE & SOIL

#### A Soils - Geotechnical

1. Atterberg Limits (LL and PL) - ASTM D4318, CTM 204	\$ 142
2. Consolidation (Incremental Loading) - ASTM D2435	\$ 315
3. Direct Shear, remolded sample - ASTM D3080	\$ 285
4. Direct Shear, undisturbed (ring) sample - ASTM D3080	\$ 235
5. Expansion Index - ASTM D4829	\$ 158
6. Hydrometer analysis (without specific gravity) - ASTM D422	\$ 132
7. Permeability, Constant Head - remolded - ASTM D2434, CT 220	\$ 360
8. pH (soil) - ASTM D4972	\$ 35
9. Resistivity - ASTM G57	\$ 60
10. Resistivity (Minimum), includes pH - CTM 643	\$ 155
11. Soil Cement - Moist.-Dens. or Sample Prep set of 3 - ASTM D558	\$ 240
12. Soil Cement - Wet-Dry Durability - ASTM D559	\$ 1100
13. Soil Cement - Compressive Strength - ASTM D1633	\$ 60
14. Soil Classification - ASTM D2488 - Visual-Manual	\$ 24
15. Soluble Chloride (soils)	\$ 75
16. Soluble Sulfate (soils)	\$ 75
17. Unconfined compression on prepared specimens	\$ 95

#### B Particle Size Analysis

18. Sand equivalent (ASTM 2419, CTM 217)	\$ 110
19. Sieve #200 wash only (ASTM D1140, CTM 202)	\$ 65
20. Sieve (coarse or fine only, no wash - ASTM C136, CTM 202)	\$ 85
21. Sieve (coarse & fine w/ wash - ASTM C136, CTM 202)	\$ 105
22. Sieve w/ Hydrometer (ASTM D422, CTM 203, no specific grav.)	\$ 165

#### C Moisture Density Relationship

23. Max. Density-Opt. Moisture (4 in. mold) - ASTM D1557, D698	\$ 175
24. Max. Density-Opt. Moisture (6 in. mold) - ASTM D1557, D698	\$ 195
25. Max. Density-Opt. Moist. w/ Rock Corr. - ASTM D1557, D4718	\$ 295
26. Maximum Density Checkpoint (4 in. mold)	\$ 65
27. Moisture & Dry Density (ring samples)	\$ 20
28. Moisture determination (aggregate samples)	\$ 35
29. Caltrans Relative Compaction (Wet Density) - CTM 216	\$ 225

#### D Aggregate, Soil & Rock

30. Abrasion Resistance by LA Rattler - ASTM C131, CTM 211	\$ 165
31. Absorption, sand or gravel - ASTM C127, C128	\$ 60
32. California bearing ratio (CBR) with expansion - ASTM D1883	\$ 365
33. California bearing ratio (CBR) at 95% (3 points) - ASTM D1883	\$ 585
34. Cement Treated Base (CTB), compact, cure & test	\$ 225
35. Cement Treated Base - compression (make, cure, test 3 spec)	\$ 565
36. Cement Treated Base - stability	\$ 525
37. Clay lumps and friable particles, per primary size - ASTM C142	\$ 115
38. Cleanness Test - CTM 227	\$ 128
39. Crushed particles, per primary size	\$ 165
40. Durability Index (\$120 per size fraction) - CTM 229	\$ 215
41. Fine Aggregate Angularity - AASHTO T304	\$ 175
42. Flat & Elongated Particles (per bin size) - ASTM D4791	\$ 190
43. Lightweight pieces, per size fraction - ASTM C123	\$ 400
44. Lime content of treated materials (by titration)	
a. Lime content curve determination, for each material	\$ 395
b. Lime content, including untreated control sample	\$ 145
45. Mortar making properties of Sand - ASTM C87	\$ 360
46. Mortar Properties - CTM 515	\$ 410
47. Organic Impurities - ASTM C40	\$ 75
48. Petrographic Analysis of Gravel - ASTM C295 (single grading)	\$ 450
49. Petrographic Analysis of WC Sand - ASTM C295 (pre-graded)	\$ 850
50. Potential Reactivity Test - ASTM C289 Chemical Method	\$ 495
51. Potential Reactivity - ASTM C227 Mortar Bar Method (3 month)	\$ 785
Each additional month	\$ 118
52. Potential Reactivity Test - ASTM C1260 Rapid Method	\$ 589
53. Potential Reactivity - ASTM C1293 Mortar Bar w/ Pozz. (12 month)	\$ 1600
Extend to 24-months add (C1293 requires Sp. Grav. & Unit Weight)	\$ 800
54. Potential Reactivity Test - ASTM C1567 Rapid-Cement Combo	\$ 760
55. 'R' Value (HVEEM) (Treated material by quote)	\$ 270
56. Rip Rap, Slope Protection, Quarry Stone Acceptance	Per Quote
57. Specific gravity w/ absorption - coarse (ASTM C127, CTM 206)	\$ 100
58. Specific gravity w/ absorption - fine (ASTM C128, CTM 207)	\$ 125
59. Sulfate Soundness, 5 cycle test per primary size - ASTM C88	\$ 325
60. Uncompacted Void Content of Fine Aggregate - AASHTO T304	\$ 145
61. Unit weight - ASTM C29	\$ 72

### IV. LAB TESTS: CEMENT, CONCRETE, & MASONRY

#### A Cement

1. Alkali content of Portland Cement	Per Quote
2. Grab sample (CCR Title 24) includes 1 year storage	\$ 48
3. Testing individual samples of cement, ASTM C150	Per Quote

#### B Concrete

1. Cement content of hardened concrete - ASTM 1085	\$ 550
2. Concrete compression: 6x12 cylinders - ASTM C39:	\$ 25
3. Concrete compression: 4x8 cylinders - ASTM C39:	\$ 20
4. Concrete cylinder pickup: 6x12 (>25mi. radius of Lab add hourly pickup rate)	\$ 9.50
5. Concrete cylinder pickup: 4x8 (>25mi. radius of Lab add hourly pickup rate)	\$ 7.50
6. Concrete cylinder mold (w/ lid - spare)	\$ 5
7. Concrete core compression test - ASTM C42	\$ 35
8. Concrete Trial Batch (includes 6 compression tests)	\$765
9. Concrete Mix Design Review (excludes testing & revisions)	\$230
10. Concrete mix proportion revision	\$150
11. Density of concrete cylinder (unit weight)	\$64
12. Drying shrinkage - ASTM C157 (set of 3, 5 ages)	\$495
13. End preparation of cores, diamond sawing, per cut	\$15
14. Flexural beam pick-up (>25mi. radius of Lab add hourly pickup rate)	\$38 ea
15. Flexural strength, 6"x6" beam - ASTM C78 & C293	\$78
16. Shotcrete/Gunite core compression test (not including coring)	\$35
17. Coring of Shotcrete/Gunite panel in laboratory, each core	\$50
18. Shotcrete/Gunite panel pick-up (>25mi. radius of Lab add hourly pickup rate)	\$38
19. Lab. trial batch, not including specimen tests - ASTM C192	Per Quote
20. Lightweight, insulating concrete compress, 4 req. - ASTM C495	\$50
21. Lightweight insulating concrete unit weight (oven dry)	\$95
22. Modulus of elasticity, 6"x12" cylinder - ASTM C469	\$215
23. Petrographic analysis of hardened concrete - ASTM C856	Per Quote
24. Poisson's Ratio on 6"x12" cylinders - ASTM C469	Per Quote
25. Splitting tensile - ASTM C496	\$75
26. Non-Shrink (Dry-Pack) Grout - 2"x2"x2"; set of 3	\$96

#### C Masonry

1. Absorption - brick, 5 required - ASTM C67	\$ 75
2. Absorption - masonry unit, 3 required - ASTM C140	\$ 45
3. Compressive strength, brick, 5 required - ASTM C67	\$ 45
4. Compression - masonry core	\$ 35
5. Compression - masonry prisms 8"x 8" - ASTM E447 (other sizes by quote - may require cutting charge)	\$ 145
6. Compression - masonry unit, 3 required - ASTM C140 (requires absorption/unit weight tests for Net Area)	\$ 65
7. Dimensions - masonry unit, 3 required	\$ 40
8. Masonry Prism Pickup	\$ 29
9. Masonry Unit Acceptance Test - ASTM C140 (includes absorption, compression, dimensions, unit weight)	\$ 585
10. Compression test, grout specimens	\$ 30
11. Compression test, mortar specimens	\$ 25
12. Diamond sawing of masonry specimens, if required (minimum)	\$ 24
13. Efflorescence, first unit @ \$125, each additional @	\$ 54
14. Linear shrinkage, masonry unit, 3 required - ASTM C426	\$ 98
15. Modulus of rupture, brick, 5 required - ASTM C67	\$ 42
16. Moisture content - masonry unit (as received), 3 req'd - ASTM C140	\$ 42
17. Shear test on masonry core - CBC 2105A.4	\$ 85
18. Tensile test on masonry block	\$ 190
19. Unit weight, masonry unit, 3 required - ASTM C140	\$ 45
20. Visual Examination & Photo-document Core - CBC 2105A.4	\$ 35

### V. LAB TESTS: REINFORCING & STRUCTURAL STEEL

#### A General Testing

1. Processing mill certification (each size & heat)	\$18 ea.
2. Rockwell or Brinell Hardness, average of three readings	\$24 ea.
3. Zinc coating, each item (includes Haz Mat Fee)	\$187

#### B Reinforcing Steel

1. Deformation, reinforcing steel	\$40
2. Pre-stress, strand or wire, tensile & elongation	Per Quote
3. Proof test on post-tension assembly	Per Quote
4. Bend Test (rebar)	\$45
5. Tensile test (rebar), up to & including #8	\$45
6. Tensile test (rebar) #9, #10, #11	\$60
7. Tensile test (rebar) #14, #18	\$160
8. Rebar Mechanical Coupler (Tension) Test (up to #11 bar)	\$125

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### C. Structural Steel

1. Cutting & machining charges	cost + 15%
2. Bend test, structural, all sizes	\$55
3. Tensile test, structural, <3/4" cross-section (cutting & machining extra)*	\$75
4. Tensile test, structural, >3/4" cross-section (cutting & machining extra)*	\$95
5. Flattening test of pipe	\$42

\*Tensile and yield by percent offset, add \$85

### D. High Strength Bolts

1. DSA-Certified High Strength Bolt Set ea. (Bolt, Nut, & Washer)	\$ 335
2. Bolts - proof load (non-DSA)	\$ 45
Bolts - ultimate load	\$ 65
Bolts - hardness	\$ 35
3. Nuts - proof load	\$ 45
Nuts - hardness	\$ 35
4. Washers - hardness	\$ 35

### F. Welding Procedure and Welder Qualification Tests

<i>Coupon thickness (mild steel only)</i>		<i>to 3/8"</i>	<i>over 3/8"</i>
1. Fracture bend (fillet)		\$45	
2. Macroetch	\$55 ea.		
3. Free bend		\$65	
4. Nick break	\$45 ea.	\$35	
5. Side, face or root bend	\$28 ea.	\$35	
6. Tensile	\$40 ea.	\$50	
7. Welder Qualification Records		\$115	

*Includes evaluation of test specimens and preparation of Stamped Welder/Procedure Qualification Records per applicable code*

*\*Welder qualification examinations are given in our laboratory or at fabricator's shop with 4-hour minimum witnessing charge.*

*\*\*Fees listed are for tests only. Sample preparation, coupon machining, etc., will be charged at applicable hourly lab rates and cost plus 15%, for Outside Direct Costs.*

### VI. MISCELLANEOUS CONSTRUCTION MATERIALS TESTS

1. Calibration Certificates	Per Quote
2. Density of Sprayed Fireproofing	\$70
3. Fireproofing Bond Pull Test	\$38
4. Roof Tile Strength	\$54
5. Roof Tile Absorption	\$38
6. Roof Cut Tests (total weight only)	\$57
7. Ply count, separation, bituminous content, etc.	Per Quote
8. Jobsite Trailer or Mobile Laboratory	Per Quote
9. Universal Testing Machine (Hourly)	\$150
10. Ground Rod Test (plus travel)	\$150

ADDITIONAL TESTS: BTC LABS and NV5 perform a broad spectrum of field and laboratory testing. This Fee Schedule list only the most common tests performed. For information regarding additional testing services, please contact our laboratory.

### VII. ASPHALT & ASPHALTIC CONCRETE

#### A. Asphalt Pavement Engineering

1. CALTRANS Third Party Resolution Documentation Fee	\$350
2. Pavement Evaluations	\$425 (minimum)

#### B. Asphaltic Cements And Liquid Asphalts

1. Absolute viscosity @140°F - ASTM D-2171, AASHTO T-202	\$155
Other temperature	\$185
2. Cone penetration - ASTM D-217	\$125
3. Flash point Cleveland Open Cup - ASTM D-92, AASHTO T-48	\$125
4. Kinematic viscosity @140 or 275°F - D-2170, T-201	\$125
Other temperature	\$155
5. Penetration - ASTM D-5, AASHTO T-49 (at 77°F)	\$115
Other temperature	\$135
6. Softening point - ASTM D-36	\$125
7. Solubility in trichloroethylene - ASTM D2042, AASHTO T-44	\$185
8. Specific gravity - ASTM D-70, AASHTO T-228	\$125

#### C. Emulsions And Slurry Seals

1. Cement mixing - ASTM D-244, AASHTO T-59	\$105
2. Consistency test - ASTM D-3910	\$95
3. Demulsibility - ASTM D-244, AASHTO T-59	\$115
4. Miscibility - ASTM D-244	\$115
5. Particle charge - ASTM D-244, AASHTO T-59	\$75
6. pH determination	\$75
7. Oven cook off (% residue)	\$100
8. Set time - ASTM D-3910	\$85
9. Settlement, 5 or 7 day - ASTM D-244, AASHTO T-59	\$155
10. Slurry seal mix proportion	\$1,750
11. Solids content by evaporation and extraction (slurry)	\$205
12. Storage stability, 1 day - ASTM D-244	\$150
13. Functional Recovery	\$125
14. Wet Track Abrasion - ASTM D-3910 (prep. not included)	\$270

#### D. Asphaltic Concrete, Aggregate And Mixes

1. Bulk Specific Gravity (max density, bulk AC) CTM 308, AASHTO T166	
3 pt. LTMD	\$210
5 pt. LTMD	\$325
2. Coring of asphaltic concrete - See Section E Diamond Coring	
3. Extraction, % bitumen and sieve analysis	
Solvent Extraction Method - ASTM D2172	\$325
Ignition Oven Method - CTM 382, 202	\$225
4. Extraction, % bitumen only	
Solvent Extraction Method - ASTM 2172	\$265
Ignition Oven Method - CTM 382	\$145
5. Film stripping - CTM 302	\$165
6. Ignition Oven Correction Factor - CTM 382	\$650
7. Marshall - Stability and flow (core) - ASTM D-1559	\$125
8. Marshall - Stability and flow (bulk) - ASTM D-1559	\$325
9. Marshall - Specific Gravity	\$225
10. Mix proportion - Marshall Method	\$2,900
with R.A.P.	\$3,700
11. Mix proportion - HVEEM Method	\$2,700
with R.A.P.	\$3,500
12. Theoretical Maximum Specific Gravity (RICE) - ASTM D-2041	\$200
13. Moisture content - ASTM D-1461	\$115
14. Recovery of Extracted Asphalt (extraction only) - ASTM D-5404	\$250
15. Recovery of rubber from ARHM extraction	\$115
16. Specific gravity of core - ASTM D-2726	\$60
17. HVEEM Stabilometer test on premixed sample - CTM 366	\$185
Stabilometer test and mixing of sample	\$400
18. Surface abrasion CTM 360	\$445
19. Swell test in conjunction with stabilometer - CTM 305	\$115
20. Resistance to Moisture Induced Damage (untreated) - T-283, CT 371	\$1,700
21. Resistance to Moisture Induced Damage (lime) - T-283, CT 371	\$1,850
22. Viscosity curve for ARHM (% rubber) binder blend - 6 hr.	\$870
- 8 hr.	\$1,200

NOTE: Where prices are listed for mix proportions, the necessary specific gravity tests and sieve analyses are included; however, aggregate and asphalt qualification tests are not.

Not Project Related

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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.

- Not Project Related
- Project #13-154

**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-154**

**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:

Not Project Related

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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.

- Not Project Related
- Project #13-154

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-154**

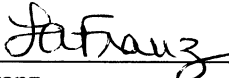
**CONFLICT OF INTEREST CHECK**

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 #13-154

**EXHIBIT “E”  
TO AGREEMENT FOR CONSULTANT SERVICES #13-154**

**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: Scott Moors

Title: President

AND/OR

4. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of 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: 10-30-2013

Proper Name of Contractor: BTC LABS - Vertical Five

Signature: 

By: Scott Moors

Its: \_\_\_\_\_

Not Project Related

Project #13-154

**EXHIBIT "F"**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-154**

**SCOPE OF SERVICES – Materials Testing Laboratory & Special Inspections**

**The Materials Testing Laboratory & Special Inspector's Scope of Work includes, but is not limited to, the following:**

Consultant shall ensure that the materials, means, and methods utilized in the field are in accordance with DSA approved design documents and Title 24 and its referenced standards. Consultant shall be responsible for verifying that such materials are manufactured, fabricated, assembled, and constructed in accordance with the approved design.

**1. Qualifications and Special Inspection Services:**

- a. The geotechnical portions of this project shall be performed under the direction of a Geotechnical Engineer, which shall be the Geotechnical Engineer of Record for the geotechnical portions of this project shall be performed under the direction of a Geotechnical Engineer, which shall be the Geotechnical Engineer of Record for the project. A technician with a nuclear gauge shall perform density and moisture testing in the field during grading, utility trench backfilling, and pavement operations utilizing ASTM D2922, D3017, and ASTM D1556 methods. Laboratory maximum density and optimum moisture determination shall be performed in accordance with ASTM D1557 or D698. Asphalt pavement placement and testing shall be performed in accordance with Caltrans methods.

**2. General Scope of Services:**

- a. Perform a site reconnaissance, review the geotechnical engineering report for the Project, review the drawings, and prepare a transfer of geotechnical engineer of record responsibility letter.
- b. Project management, consultation during construction, and preparation of daily field, foundation excavation observation, and final grading reports.
- c. Ensure that soils conditions are in conformance to soils report.
- d. Foundation inspection.
- e. Caisson, drilled piers or driven piles inspection.
- f. As-graded soils reports.
- g. Observations and testing during site clearing and mass grading.
- h. Observing the foundations excavations for structures.
- i. Observation and testing during backfilling of utility trenches.
- j. Observation and testing during backfilling around retaining walls.
- k. Observation and testing during subgrade preparation and base rock placement in asphalt paved areas.
- l. Observation and testing during asphalt concrete placement.

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m. Perform the Sampling and Testing of Materials and Testing of Work-in-Place as may be required by the DSA Testing and Inspection Listing, and as required by the DISTRICT. The Testing shall be performed in accordance with ASTM test methods and California test methods as appropriate. All Laboratory testing shall be accomplished in a DSA-certified laboratory. The required testing and special inspection shall include, but not be limited to:

**i. Soil, Aggregate & Asphalt**

- Maximum Dry Density
- Expansion Index (ASTM D4318)
- R-Value
- Sand Equivalent
- Sieve Analysis (ASTM C136)
- Hveem Stability
- Asphalt Extraction (ASTM 2172)
- Hardness and Abrasion
- Atterberg limits (ASTM 4318)
- No. 200 Sieve Analysis (ASTM D422)
- Specific Gravity C127/C128
- Asphalt and Asphaltic Concrete Gradation (ASTM C136)
- Asphalt and Asphaltic Concrete Specific Gravity (ASTM D1 188)
- Asphalt and Asphaltic Concrete Stability & Flow Marshall (ASTM D1 559)
- Asphalt and Asphaltic Concrete Abrasion (ASTM C131)
- Asphalt and Asphaltic Concrete Unit Weight (ASTM D2726)
- Asphalt Cores

**3. Observation and Testing:**

- a. Observation and testing shall consist of visual observation of earthwork activities and taking field density and moisture tests for the purpose of ascertaining that the work is in substantial conformance with the contract documents. Such observation and testing shall not be relied upon by others as acceptance of the work nor shall it be construed to relieve the contractor in any way from the contractor's obligation and responsibilities under the construction contract. Specifically, but without limitations, observation and testing shall not require the technician and engineer to assume responsibilities for the means and methods of construction nor for safety on the jobsite. Consultant's performance of its work shall not result in safety hazards on the site.

**4. Concrete Mix Design Review:**

- a. *Types of Inspection Services Provided.* Inspection services shall be provided for concrete, prestressed concrete, reinforcing steel and prestressing steel, batch plant, insulating concrete, lightweight concrete, field sampling (slump, air entertainment, unit weight and yield tests), concrete coring, proof testing (installed epoxy & non-shrink grout bolts) and proof testing (installed wedge and expansion anchors).
- b. *Laboratory Review.* The Consultant shall review the proposed concrete mixes in its laboratory for conformance with the specifications.
- c. *Tests to be Performed.* The Consultant shall perform the following tests:
- i. Concrete Compression Tests

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Project #13-154

- Concrete Cylinders (ASTM C29)
- Concrete Cores (ASTM C39)
- Lightweight Concrete (ASTM C495)
- Insulating Concrete (ASTM C332)
- ii. Concrete Flexural Tests
  - Flexural Test (ASTM C2931C78)
- iii. Steel Reinforcing
  - Tensile (ASTM A61 5)
  - Bend (ASTM A61 5)
- iv. Concrete Aggregate
  - Conformance Test (ASTM C33)  
(Sieve Analysis, Deleterious Substances & Soundness)

**5. Reinforcing Steel Placement:**

- a. Prior to the pours, the consultant shall inspect the reinforcing steel placement to determine that it is according to plans and specifications. The consultant shall check:
  - i. *Bars.* Size and spacing of bars.
  - ii. *Splices.* Location and length of splices.
  - iii. *Clearances.* Check clearances.
  - iv. *Cleanliness of Bars.* Observe cleanliness of bars.
  - v. *Spacing tolerances.* Confirm spacing tolerances.
  - vi. *Steel Support.* Proper support of steel with ties.

**5. Concrete Placement:**

- a. During the pours, the Consultant shall be on site continuously, as required by code, to monitor placement. The Consultant shall:
  - i. *Bar Displacement* Determine that no bars are displaced during the pouring.
  - ii. *Cleanliness of Steel.* Observe cleanliness of steel.
  - iii. *Placement.* Determine adequacy of placement and vibratory equipment.
  - iv. *Delivery Rate.* Determine proper delivery rate of concrete and monitor batch times.
  - v. *Correct Mix.* Determine that the correct mix is being utilized.
  - vi. *Slump.* Monitor slump of each truck.
  - vii. *Temperature.* Record temperature of air and concrete.
  - viii. *Cast Cylinders.* Cast cylinders for compression tests at the specified frequency.
  - ix. *Air Checks.* Perform air checks, if required by specifications, during concrete placement.
  - x. *Anchor Bolt/Dowel Installation.* Observe anchor bolt/dowel installation operations to determine hold depth, embedment and cleanliness, as well as materials and workmanship. The Consultant shall inspect to determine that all dowels are installed in accordance with contract documents and/or manufacturer's requirements.

Not Project Related

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**6. Compression Testing:**

- a. The consultant shall transport all samples to CONSULTANT'S laboratory for compression testing in strict accordance with ASTM requirements. The CONSULTANT shall distribute compression test reports to the appropriate parties.

**7. Mix Design Review:**

- a. *Grout and Mortar Mixes.* The CONSULTANT shall review the proposed grout and mortar mixes in CONSULTANT'S laboratory for conformance with the specifications.
- b. *Masonry Wall Prisms.* During preparation of masonry wall prisms, sampling and placing of all masonry units, placement of reinforcement, and inspection of grout space immediately prior to closing or cleanouts and during all grouting operations.
- c. *Laboratory Tests.* Laboratory tests shall include:
- i. Masonry Compression Tests
    - Mortar (UBC 21 - 16)
    - Grout (UBC 21 - 18 | ASTM GI 01 9)
    - Masonry Prism (ASTM E447)
    - Masonry Cores (ASTM C42)
    - Shear Tests - Masonry Cores (UBC 2405(c)4.C)
    - Dry Shrinkage - Masonry Units (ASTM C426)
    - Sample Pick-up & Delivery
  - ii. Steel Reinforcing
    - Tensile (ASTM A61 5)
    - Bend (ASTM A61 5)
    - Steel Tagging, Pick-up and Delivery
  - iii. Concrete Aggregate
    - Conformance Test (ASTM C404)  
(Sieve Analysis, Deleterious Substances and Soundness)

**8. Duties:**

- a. The consultant's duties shall include the following:
- i. Review mill test certifications of block and reinforcing steel.
  - ii. Inspect to determine size and spacing of dowels.
  - iii. Inspect to determine that cleanouts are provided for high-lift grouting methods.
  - iv. Inspect proper lay-up of block units.
  - v. Inspect reinforcing steel prior to grouting.
  - vi. Inspect dowels, anchor bolts and inserts to make sure they are in place and properly secured prior to grouting.
  - vii. Inspect to determine proper consolidation of grout.
  - viii. Check that curing requirements are being followed.

**9. Structural Steel:**

- a. *Inspection Services.* The CONSULTANT shall provide inspection services for the following:
- i. Field Welding
  - ii. High Strength Bolting

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- iii. Metal Decking
  - iv. Welded Stud Connectors
  - v. Fabrication Shop
- b. *Non-Destructive Examinations, Fabrication, Field Testing.* The CONSULTANT shall provide the following Non-Destructive Examinations (Field Testing) in strict conformance with ASTM standards:
- i. Ultrasonic Examination
  - ii. Magnetic Particle Examination
  - iii. Liquid Penetrant Examination
  - iv. Radiographic Examination
- c. *Non-Destructive Examinations, Fabrication Shop Testing.* The CONSULTANT shall provide the following Non-Destructive Examinations (Fabrication Shop Testing):
- i. Ultrasonic Examination
  - ii. Magnetic Particle Examination
  - iii. Liquid Penetrant Examination
  - iv. Radiographic Examination
- d. *Laboratory Tests.* Laboratory tests shall be performed on the following:
- i. High strength bolts
  - ii. Hardness Test (ASTM A325)
  - iii. Tensile Strength (ASTM F606)

## 10. Reports

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

- a. All DSA required inspections, reporting, processes and procedures required by the DSA Testing & Inspection Listing, and/or required by the Architect of Record.

## 11. Time

All DSA required reporting shall be delivered to the District concurrent with the submittal to DSA, and pursuant to DSA required timelines. The final inspection report (DSA Form 6) shall be completed and electronic filed within 30 calendar days of the notice of completion.

## 12. Accuracy Standards

Precision of the soils and materials testing and inspection reports and recommendations shall be in accordance with the professional standard of care to be expected of professional engineers, geologists, and inspectors licensed to practice in the State of California, and acceptable to the Architect of Record and the Division of State Architect.

- Not Project Related  
 Project #13-154

**EXHIBIT “G”  
 TO AGREEMENT FOR CONSULTANT SERVICES #13-154**

**INVOICE APPROVAL LETTER & BILLING COVER SHEET**

DATE:

**Project No. \_\_\_\_:** [INSERT PROJECT NAME]

**Consultant: BTC Labs - Vertical Five (“BTC”)**

---

BTC 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 BTC, 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.

\_\_\_\_\_  
 BTC Labs - Vertical Five Date

The invoice has been reviewed by the following and is recommended for payment:

\_\_\_\_\_  
 Caldwell Flores Winters, Inc. Date

\_\_\_\_\_  
 Oxnard School District Date  
 Lisa Cline, Assistant Superintendent,  
 Business and Fiscal Services



- Not Project Related
- Project #13-154

CONSULTANT/VENDOR PROGRESS BILLING FORM

TO: Caldwell Flores Winters, Inc. (CFW)  
 Program Manager for Oxnard School District  
 1901 Victoria Ave, Suite 106  
 Oxnard, CA 93036  
 ATTN: Tylor Middlestadt (tmiddlestadt@cfwinc.com)

PROJECT: Project Name/Site  
 PROJECT #: Project #  
 PROJECT TYPE: New Const./Modernization  
 DATE: Date of Invoice  
 INVOICE #: Invoice #  
 PERIOD COVERED: Billing Period of Invoice  
 PO #: Purchase Order #

VENDOR NAME \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

SUBCONTRACTOR: \_\_\_\_\_  
 PREPARED BY: \_\_\_\_\_  
 EMAIL: \_\_\_\_\_  
 PHONE #: \_\_\_\_\_  
 FAX #: \_\_\_\_\_

**BASE CONTRACT BILLING FORM**

ITEM #	COST CODE	CONTRACT	CONTRACT SCOPE	COST	% TO DATE	COST COMPLETED TO DATE	TOTAL PREVIOUS BILLINGS	% THIS PERIOD	CURRENT BILLING
1	COST ID	Base Contract - fee	SCOPE OF WORK	RE-IMB	0%	#VALUE!	0	#VALUE!	#VALUE!
2	COST ID	Base Contract - Re-imbursables	SCOPE OF WORK		0%	#VALUE!	0	#VALUE!	#VALUE!
		<b>SUBTOTALS</b>					\$0.00	#VALUE!	#VALUE!

<b>TOTAL EARNED ON BASE CONTRACT AND ADDITIONAL AWARDS</b>	#VALUE!
<b>TOTAL DUE THIS INVOICE</b>	#VALUE!

- Not Project Related  
 Project #13-154

## 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-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 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 25<sup>th</sup> 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.

# Cavignac & Associates

INSURANCE BROKERS  
License No. OA99520

450 B Street, Suite 1800  
San Diego, CA 92101-8005

**Phone** 619-234-6848  
**Fax** 619-234-8601  
**Web Site** [www.cavignac.com](http://www.cavignac.com)

Oxnard School District  
ATTN: Lisa Franz  
1051 South A Street  
Oxnard, CA, 93030

Oct 30, 2013

Re: NV5/Nolte Associates, Inc.

To Whom It May Concern:

Enclosed is a certificate of insurance, as requested. If you have questions or require changes, please contact our office via email ([certificates@cavignac.com](mailto:certificates@cavignac.com)) or fax (619-234-1239). Please include a copy of the certificate with your request or reference ID number 243844.

Sincerely,

Cavignac & Associates Certificate Department  
[certificates@cavignac.com](mailto:certificates@cavignac.com)  
619-234-1239 (fax)

cc: Danielle Wooten ([Danielle.Wooten@nv5.com](mailto:Danielle.Wooten@nv5.com))

Certificate of Insurance for NV5/Nolte Associates, Inc.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/30/2013

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).

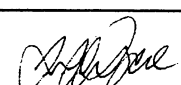
<b>PRODUCER</b> Cavnagac & Associates 450 B Street, Suite 1800 San Diego, CA 92101-8005 License No. OA99520	<b>CONTACT NAME:</b> Certificate Department	
	<b>PHONE (A/C No. Ext):</b> 619-234-6848	<b>FAX (A/C, No):</b> 619-234-8601
<b>E-MAIL ADDRESS:</b> certificates@cavnagac.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> TRAVELERS PROP CAS CO OF AMER		25674
<b>INSURER B:</b> TRAVELERS IND CO OF CT		25682
<b>INSURER C:</b> HUDSON INS CO		25054
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:** 243844                      **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 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Cross Liab/Sev of Int <input checked="" type="checkbox"/> \$0 Deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	6806B97547A	5/1/2013	5/1/2014	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 Stop Gap Liability \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	BA6B774609	7/1/2013	5/1/2014	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"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ \$0		CUP4076T902	7/1/2013	5/1/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	UB3893T34A	5/1/2013	5/1/2014	<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
C	Professional Liability		AEE7246003	5/1/2013	5/1/2014	Ea Claim \$5,000,000 Aggregate \$10,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 Re: Agreement for Consultant Services #13-130. Additional Insured coverage applies to General and Automobile Liability for Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers per policy form. Primary coverage applies to General and Automobile Liability per policy form. Prof. Liab. - Claims made, defense costs included within limit. Cavnagac & Associates will provide 30 days notice of cancellation to the Certificate Holder in the event of policy cancellation.

<b>CERTIFICATE HOLDER</b> Oxnard School District 1051 South A Street Oxnard, CA 93030 United States	<b>CANCELLATION</b> <p><b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b></p> <b>AUTHORIZED REPRESENTATIVE</b> Jeffrey W. Cavnagac 
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**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.

- |   |   |
|---|---|
| <b>A. BROAD FORM NAMED INSURED</b>                                  | <b>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</b>  |
| <b>B. BLANKET ADDITIONAL INSURED</b>                                | <b>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b> |
| <b>C. EMPLOYEE HIRED AUTO</b>                                       | <b>J. PERSONAL EFFECTS</b>  |
| <b>D. EMPLOYEES AS INSURED</b>                                      | <b>K. AIRBAGS</b>   |
| <b>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b>                 | <b>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</b>                    |
| <b>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</b> | <b>M. BLANKET WAIVER OF SUBROGATION</b>                               |
| <b>G. WAIVER OF DEDUCTIBLE – GLASS</b>                              | <b>N. UNINTENTIONAL ERRORS OR OMISSIONS</b>                           |

### **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.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET ADDITIONAL INSURED  
(ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. The following is added to WHO IS AN INSURED (Section II):**

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to the additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF INSURANCE (Section III)** for this Coverage Part.

**B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an 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 that is

available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

**C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

**D. The following definition is added to DEFINITIONS (Section V):**

"Contract or agreement requiring insurance" means that part of any 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 you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

**BOARD AGENDA ITEM**

Name of Contributor(s): Dr. Morales/Cline/CFW      Date of Meeting: 6/24/15

**STUDY SESSION** \_\_\_\_\_  
**CLOSED SESSION** \_\_\_\_\_  
**SECTION B: HEARINGS** \_\_\_\_\_  
**SECTION C: CONSENT AGENDA** \_\_\_\_\_  
**SECTION D: ACTION**   X    
**SECTION E: REPORTS/DISCUSSION** \_\_\_\_\_  
**SECTION F: BOARD POLICIES**      1<sup>st</sup> Reading \_\_\_\_\_      2<sup>nd</sup> Reading \_\_\_\_\_

**Consider Approval of Work Authorization Letter #003 for CTE South to Perform Geotechnical Inspection and Testing Services for the Lemonwood Elementary School Reconstruction Project; the Work Authorization is Issued Pursuant to Master Agreement #13-124 with CTE for Geotechnical Inspection and Materials Testing Services Thereof. (Dr. Morales/Cline/CFW)**

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On November 13, 2013, pursuant to a competitive prequalification process for professional construction services, the Board of Trustees approved Master Agreement #13-124 with CTE South, Inc. to perform geotechnical inspection and testing services related to the design and construction of projects identified in the District's Facilities Implementation Program. The District established a fair, impartial rotation for the assignment of work to each of the firms prequalified to perform professional construction services of this nature.

The District, in consultation with CFW, recommends issuing Work Authorization Letter #003 to CTE to perform the geotechnical inspection and testing services for the Lemonwood Elementary School Reconstruction project. The geotechnical inspection and testing services will ensure the performance of the construction work will meet the requirements defined in the DSA approved plans and specifications for the projects.

The Work Authorization Letter is issued pursuant to and consists of:

Master Agreement **#13-124**  
Work Authorization Letter **#003**  
Consultant: **CTE South, Inc. (CTE)**  
Date Issued: **6/24/15**  
Fixed Fee Amount: **\$109,620.00**

The attached Work Authorization Letter describes the scope of services requested from CTE and calls for the performance of geotechnical inspection and materials testing to ensure that the work performed in the field is in accordance with DSA approved design documents through the monitoring of all construction activities. The service will confirm that construction activities were performed satisfactorily in accordance with the approved design.

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**FISCAL IMPACT:**

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The Geotechnical Inspection and Material Testing services will be completed for a lump sum fixed fee of:

**One Hundred Nine Thousand Six Hundred Twenty Dollars and No Cents [\$109,620.00]** to be funded from Measure "R".

**RECOMMENDATION:**

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It is the recommendation of the Superintendent and Assistant Superintendent, Business and Fiscal Services, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve Work Authorization Letter #003 for the geotechnical inspection and testing services for Lemonwood Elementary School Reconstruction per Master Agreement #13-124 with CTE.


**ADDITIONAL MATERIAL(S):**

- Work Authorization Letter #003, CTE (3 Pages)
- Proposal from CTE (7 Pages)
- Master Agreement #13-124, CTE (38 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***



	<b>WORK AUTHORIZATION LETTER</b>	
	<b>GENERAL INFORMATION</b>	
	<b>PROJECT #:</b> Lemonwood ES <b>SITE NAME:</b> Lemonwood Elementary School <b>MASTER AGREEMENT #:</b> 13-124 <b>WAL #:</b> 3	<b>DATE:</b> 6/24/2015 <b>DSA #</b> 03-116026 <b>OPSC #</b> N/A <b>VENDOR ID:</b>

**PURSUANT TO MASTER AGREEMENT BETWEEN:**

DISTRICT	CONSULTANT
<b>OXNARD SCHOOL DISTRICT</b> 1051 South A Street Oxnard, CA 93030 (805) 385-1501	<b>Firm Name:</b> CTE South <b>Street:</b> 1645 Pacific Ave., Suite 107 <b>City, State, Zip:</b> Oxnard, CA 93033 <b>Phone:</b> 805-486-6475

**SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL**

Geotechnical Testing and Inspection Services for the Lemonwood Elementary School Reconstruction at 2200 Carnegie Court, Oxnard, CA 93033 per attached Exhibit "F". The consultant is to ensure that the work performed in the field is in accordance with DSA approved design documents. See Attachment "A" for specific scope of work.

*(ATTACH ADDITIONAL PAGES AS NECESSARY)*

**SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL**

<b>START DATE:</b> August 2015	<b>COMPLETION DATE:</b> November 2017 or Project Closeout
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**FIXED FEE AMOUNT: \$109,620.00**

*This fee amount is based upon Consultant's proposal dated 5/27/2015 and subsequent negotiations mutually agreed to by all parties*

*This WAL is inherently a part of the Master Agreement referenced 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 supercede 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 superceded 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	CONSULTANT
(SIGNATURE) (DATE)	(SIGNATURE) (DATE)

**FOR DISTRICT USE ONLY**

<b>PROJECT MANAGER:</b> CFW (Greg Grant) <b>P.O. #</b> <b>SOURCE OF FUNDS:</b> <input checked="" type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input type="checkbox"/> OTHER _____ <b>COST ID:</b> 6280 Construction Testings	<b>PREPARED BY:</b> Suzanne Kuric <b>P.O. AMOUNT:</b>
---	--

(PM APPROVAL SIGNATURE)	(DATE)
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**SPECIAL INSTRUCTIONS:**

# Lemonwood ES Reconstruction CTE – Geotechnical Inspection

Attachment “A”

MA #13-124, WAL #003

## Project Phases & DSA #s:

### ES Reconstruction

DSA #: 03-116026

### Mass Demolition & Site Work

DSA #: 03-116026

## Proposed Scope of Services for Work Authorization Letter #003 of Master Agreement #13-124:

### *General Overview of Scope of Work*

The Lemonwood Elementary School Reconstruction project include the replacement of the Lemonwood campus on the existing school site with minimal disruption to the existing school site that is to remain in operation throughout the design and construction of the new school facilities. The project’s new elementary school will include a 2-story classroom building, multi-purpose room, administration building, student information center/library, playfields, and hard courts areas. As the new school is completed, many of the existing buildings will be demolished and new play fields, hard court areas, and site work will be constructed. However, building 3 shall remain and be reconfigured for the re-purpose and use of the Early Childhood Development program.

The Geotechnical Inspection & Material Testing Consultant (“Consultant”) shall inspect and test the geotechnical aspects of these projects during construction. Project specific scope of work summaries are provided below.

### *Service Call Response Time*

The Consultant must report to the requested project site within 24hrs of receipt of notification of inspection.

### *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 field observation and testing portion of 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 daily reports, observation reports, etc.

# Lemonwood ES Reconstruction CTE – Geotechnical Inspection

Attachment “A”

MA #13-124, WAL #003

## ***Project Specific Scope of Work Summaries:***

The Measure “R” Facilities Implementation Program provides for the replacement of the aging facilities at the Lemonwood Elementary School site. The new school is being designed to serve as a K-8 school for up to 900 students at state loading standards.

The new school facilities include a 2-story classroom building, multi-purpose room with full kitchen and instructional spaces, administration building, media center/library, kindergarten with play area, green play fields, hard court play areas, and protection of the existing kindergarten buildings and their associated utilities.

Construction budget is approximately +/- \$23,000,000.

Construction NTP is anticipated to be issued on or around August, 2015.

Construction substantial completion is required by November, 2017.



May 27, 2015

CTE Proposal Number: Ox-15523

**Caldwell Flores Winters, Inc.**

1901 S. Victoria Ave. #106  
Oxnard, CA 93035  
Phone: (805) 253-0370

Attention: Mr. Greg Grant or Ms. Suzanne Kuric

Subject: Geotechnical Engineering,  
Material Inspections and Construction Testing Services  
Project 3: Lemonwood K-8 School Reconstruction  
2200 Carnegie Street  
Oxnard, CA 93033

CTE South, Inc. (CTE) is pleased to present the attached submittal in response to an email from Ms. Suzanne Kuric from your office, dated May 13<sup>th</sup>, 2015, with regards to the stated subject. We have carefully read, and accept the terms and conditions as described in the email.

CTE has extensive experience with local geotechnical conditions, regulations, and building codes. We believe that this experience brings exceptional value to the District's project. In addition CTE has provided services for over 300 Division of the State Architect (DSA) projects. We offer a competitive advantage over other firms because of the resources of available to our offices. The Oxnard facility will be the primary office, but will receive support from other CTE facilities if needed. This extensive support helps to control the budget and associated expenses that are then passed to the client.

Respectfully Submitted,  
**CTE SOUTH, INC.**

A handwritten signature in red ink that reads "Dharmesh Amin". The signature is written in a cursive, flowing style.

Dharmesh Amin, PE, GE, MS  
Branch Manager

---

1645 Pacific Avenue, Suite 107 | Oxnard, CA 93033 | Ph (805) 486-6475 | Fax (805) 486-9016

Inspection | Testing | Geotechnical | Construction Engineering | Civil Engineering | Surveying

CTE understands that the proposed project will consist of the construction of a reconstruction of an existing K-8 school, including the construction of a 2-story classroom building, a multi-purpose room, an administration building, kindergarten classrooms, a student information center/library, playfields, and hard courts areas. We understand that as the new school is completed, existing buildings will be demolished and new play fields, hard court areas, and site work will be constructed.

CTE will meet and or exceed the scope of services as received via e-mail on May 13<sup>th</sup>, 2015, from Suzanne Kuric with Caldwell-Flores-Winters, Inc., as well as project plans and specifications. The scope of our services will consist of but not limited to the following:

1. Observing grading and backfilling (trench and overexcavation) operations
2. Testing fill, backfill and asphalt for moisture content and compaction
3. Observing excavations for footings and foundation construction
4. Material testing for rebar, concrete, grout, mortar and epoxy
5. Observing welding operations in the field and at the rebar manufacturing shop
6. Non-destructive "UT" testing of rebar in the field and at the rebar manufacturing shop
7. Laboratory testing of concrete, rebar, and soils

The tasks described above will be reported as they relate to conformance with project plans and specifications.

The following are the major items of our anticipated scope of work for the proposed Public School Campus and their associated costs to perform:

1. Soil and Asphalt Field Observations and Testing:	\$ 36,500
2. Soil and Asphalt Laboratory Testing:	\$ 2,500
3. Bolting/Nailing/Epoxy/Ceiling Wire Testing and Observations:	\$ 14,000
4. Welding Shop and Field Observations Testing, and UT Testing:	\$ 24,500
5. Rebar Laboratory Testing	\$ 2,000
6. Concrete Field Observation, Sampling, and Testing:	\$ 23,000
7. Concrete Laboratory Testing:	\$ 4,500
8. Other Services (Engineering, sample pickup, documents, etc.):	\$ 2,620
<b>Total Cost Estimate:</b>	<b>\$109,620</b>

### DETAIL BREAKDOWN

#### Proposed Geotechnical Testing Services:

Service	Qty	Unit	Rate	Total
Soils Technician (Compaction Test - Fine Grading, Over-Ex)	<b>208</b>	hrs @	\$80	\$16,640
Soils Technician (Compaction Test - Trench / Wall Backfill)	<b>80</b>	hrs @	\$80	\$6,400
Soils Technician (Compaction Test - Pavement SG / Base)	<b>112</b>	hrs @	\$80	\$8,960
Asphaltic Paving Inspection	<b>48</b>	hrs @	\$80	\$3,840
Lab Maximum Density Test	<b>6</b>	each @	\$175	\$1,050
Expansion Index	<b>3</b>	each @	\$120	\$360
"R" Value Testing	<b>4</b>	each @	\$220	\$880
Sieve Analysis	<b>2</b>	each @	\$80	\$160
Compaction Reports	<b>1</b>	each @	\$700	\$700
Staff Engineering Services	<b>14</b>	hrs @	\$90	\$1,260
Sr. Geologist Services	<b>6</b>	hrs @	\$110	\$660
Sr. Engineer Services	<b>4</b>	hrs @	\$110	\$440

#### Estimated Sub-Total Geotechnical Services:

**\$41,350**

**Proposed Material Testing and Inspection Services:**

Service	Qty	Unit	Rate	Total
Reinforced Concrete Inspection	256	hrs @	\$80	\$20,480
ACI Concrete Technician	24	hrs @	\$80	\$1,920
Field Weld/Bolting Inspection:	72	hrs @	\$80	\$5,760
Framing/Nailing Inspection	104	hrs @	\$80	\$8,320
Registered Special Inspector - Field Welding	152	hrs @	\$80	\$12,160
Registered Special Inspector - Shop Welding	88	hrs @	\$80	\$7,040
Non-Destructive Testing Inspector - Field	32	hrs @	\$90	\$2,880
Non-Destructive Testing Inspector - Shop	28	hrs @	\$90	\$2,520
Concrete Mix Design Review	2	each @	\$190	\$380
Base Plate Grout Compression Testing	8	each @	\$20	\$160
Base Plate Grout Inspection	12	hrs @	\$80	\$960
Concrete Compression Tests	156	each @	\$20	\$3,120
Sample & Tag Rebar	12	hrs @	\$80	\$960
Rebar Bend Test - # 11 Bar and Under	18	each @	\$35	\$630
Rebar Tensile Test - # 11 Bar and Under	18	each @	\$30	\$540
Sample Pickup	11	each @	\$40	\$440
<b>Estimated Sub-Total Materials Testing and Inspection:</b>				<b>\$68,270</b>

**Estimated Total Proposed Services:**

**\$109,620**

# 3

## GENERAL CONDITIONS AND AUTHORIZATION

### GENERAL CONDITIONS

- 1 Inspectors & technicians are charged at site time plus one hour, ***“no four-hour & eight-hour minimums”***. In cases of overtime, site time only hours will be invoiced.
- 2 Same day cancelation will be subjected to a two hour minimum charge.
- 3 No additional charges for travel time, mileage, or administrative costs will be added & rates will be based on a time & material basis.
- 4 Final cost will depend on the actual construction schedule re-testing requirements.
- 5 In the case that a inspector site time does not equate to an exact hour there time will be rounded up to the nearest hour. Example 1.75 hours will be invoiced for 2 hours.
- 6 Rates are based on an 8-hour work day between the hours of 7:00 A.M. and 3:00 P.M., M-F. A premium of 1.5 times the quoted rates for the first 8 hours and 2.0 times thereafter will be charged for work outside of normal hours. Saturdays will be invoiced at 1.5 times the quoted rate for the first 8 hours and 2.0 times thereafter. Work on Sundays and holidays will be invoiced at 2.0 times the quoted rate.

### 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. 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.

### **AUTHORIZATION FOR WORK TO BE PERFORMED:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name & Telephone No.

\_\_\_\_\_  
Date



CTE understands that the tentative schedule for construction at this project is as follows:

- Bidding and Award Completion: August 2015
- Start of Construction Phase: Mid-August 2015
- Construction Phase Completion: November 2017
- Planned Duration of Close-out: 6 months after Substantial Completion

CTE understands and agrees to meet the schedule as represented above.

CTE SOUTH, 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. **PAYMENT 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.
4. **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.
6. **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.
8. **WARRANTY:** 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 FINALIZED/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. **SAFETY:** 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.
14. **PROFESSIONAL LIABILITY:** 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 13<sup>th</sup> 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

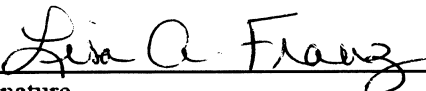
any rights under this Agreement or the WAL, and Consultant shall remain liable to District in accordance with this Agreement and the WAL for all damages to District caused by Consultant's failure to perform any of the Services to the Standard of Performance. This provision shall survive the termination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

	<b>WORK AUTHORIZATION LETTER (WAL)</b>	
	<b>GENERAL INFORMATION</b>	
	PROJECT #:	DATE:
	SITE NAME:	DSA #:
MASTER AGREEMENT #:	OPSC #:	
WAL #:	VENDOR ID:	
<b>PURSUANT TO MASTER AGREEMENT BETWEEN:</b>		
<b>DISTRICT</b>	<b>CONSULTANT</b>	
<b>OXNARD SCHOOL DISTRICT</b> 1051 South A. St. Oxnard , CA 93030 (805) 385-1501	Firm Name: Street: City, State, Zip: Phone:	
<b>SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL</b>		
(ATTACH ADD'L PAGES AS NECESSARY)		
<b>SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL</b>		
<b>START DATE:</b>		<b>COMPLETION DATE:</b>
<b>FIXED FEE AMOUNT: _____</b>		
<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>		
<b>IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:</b>		
<b>DISTRICT</b>	<b>CONSULTANT</b>	
<b>OXNARD SCHOOL DISTRICT</b>  _____ (SIGNATURE)	<b>CONSULTANT:</b>  _____ (SIGNATURE)	
_____ (DATE)	_____ (DATE)	
<b>FOR DISTRICT USE ONLY</b>		
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:

<b>Schedule of Fees and Services</b>	
<b>PROFESSIONAL SERVICES</b>	<b>Rate per Hour</b>
<b><u>PROFESSIONAL ENGINEERING STAFF</u></b>	
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
<b><u>INSPECTION SERVICES &amp; QUALITY CONTROL</u></b>	
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
<b><u>NON-DESTRUCTIVE TESTING SERVICES</u></b>	
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
<b><u>SPECIAL SERVICES:</u></b>	
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
<b><u>SUPPORT SERVICES:</u></b>	
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
<b><u>COURT APPEARANCE AND DEPOSITIONS:</u></b>	
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
<b>SOILS:</b>			
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	---	---
<b>AGGREGATES:</b>			
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.

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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.

- Not Project Related  
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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:

- Not Project Related  
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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.

- Not Project Related
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**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-124**

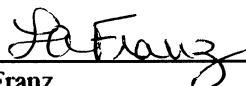
**CONFLICT OF INTEREST CHECK**

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

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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: Shawn Huffman

Title: Project Manager

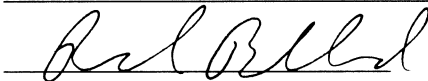
AND/OR

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



- Not Project Related  
 Project #13-124

**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

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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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Project #13-124

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

**EXHIBIT "G"**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-124**  
**INVOICE APPROVAL LETTER & BILLING COVER SHEET**

DATE:

**Project No. \_\_\_:** [INSERT PROJECT NAME]

**Consultant: Construction Testing & Engineering, Inc. ("CTE")**

---

CTE 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 CTE, 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.

\_\_\_\_\_  
Construction Testing & Engineering, Inc.      Date

The invoice has been reviewed by the following and is recommended for payment:

\_\_\_\_\_  
Caldwell Flores Winters, Inc.      Date

\_\_\_\_\_  
Oxnard School District      Date  
Lisa Cline, Assistant Superintendent,  
Business and Fiscal Services

- Not Project Related
- Project #13-124

CONSULTANT/VENDOR PROGRESS BILLING FORM

TO: Caldwell Flores Winters, Inc. (CFW)  
 Program Manager for Oxnard School District  
 1901 Victoria Ave, Suite 106  
 Oxnard, CA 93035  
 ATTN: Tylor Middlestadt (tmiddlestadt@cfwinc.com)

PROJECT: \_\_\_\_\_  
 PROJECT #: \_\_\_\_\_  
 PROJECT TYPE: **New Const./Modernization**  
 DATE: \_\_\_\_\_  
 INVOICE #: \_\_\_\_\_  
 PERIOD COVERED: \_\_\_\_\_  
 PO.#: \_\_\_\_\_

SUBCONTRACTOR: \_\_\_\_\_  
 PREPARED BY: \_\_\_\_\_  
 EMAIL: \_\_\_\_\_  
 PHONE #: \_\_\_\_\_  
 FAX #: \_\_\_\_\_

BASE CONTRACT BILLING FORM									
ITEM #	COST CODE	CONTRACT	CONTRACT SCOPE	COST	% TO DATE	COST COMPLETED TO DATE	TOTAL PREVIOUS BILLINGS	% THIS PERIOD	CURRENT BILLING
1	COST ID	Base Contract - fee	SCOPE OF WORK	FEE	0%	#VALUE!	0	#VALUE!	#VALUE!
2	COST ID	Base Contract - Re-imbursables	SCOPE OF WORK	RE-IMB	0%	#VALUE!	0	#VALUE!	#VALUE!
SUBTOTALS				#VALUE!	#VALUE!	#VALUE!	\$0.00	#VALUE!	#VALUE!

TOTAL EARNED ON BASE CONTRACT AND ADDITIONAL AWARDS	#VALUE!
TOTAL DUE THIS INVOICE	#VALUE!

- 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 93033. 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 25<sup>th</sup> 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).

<b>PRODUCER</b> Crest Insurance Group, LLC 5285 East Williams Circle Suite 4500 CA# 0G31993 Tucson AZ 85711	<b>CONTACT NAME:</b> Kathy Taylor <b>PHONE (A/C, No, Ext):</b> 520-881-5760 <b>E-MAIL ADDRESS:</b> ktaylor@crestins.com	<b>FAX (A/C, No):</b> 520-325-3757
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> 70CONSTES CTE, CAL, Inc. 14538 Meridian Parkway, Suite A Riverside CA 92518-3018	<b>INSURER A :</b> Travelers Property Casualty Co. of	<b>NAIC #</b> 25674
	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**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.

<b>CERTIFICATE HOLDER</b> Oxnard School District Caldwell Flores Winters, Inc. 1901 S. Victoria Ave., Suite 106 Oxnard CA 93035	<b>CANCELLATION</b> 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"> <li>A. BROAD FORM NAMED INSURED</li> <li>→ B. BLANKET ADDITIONAL INSURED</li> <li>C. EMPLOYEE HIRED AUTO</li> <li>D. EMPLOYEES AS INSURED</li> <li>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</li> <li>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</li> <li>G. WAIVER OF DEDUCTIBLE – GLASS</li> </ul> | <ul style="list-style-type: none"> <li>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</li> <li>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</li> <li>J. PERSONAL EFFECTS</li> <li>K. AIRBAGS</li> <li>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</li> <li>M. BLANKET WAIVER OF SUBROGATION ←</li> <li>N. UNINTENTIONAL ERRORS OR OMISSIONS</li> </ul> |
|--|---|

### **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): Dr. Morales/Cline/CFW      Date of Meeting: 6/24/15

**STUDY SESSION** \_\_\_\_\_  
**CLOSED SESSION** \_\_\_\_\_  
**SECTION B: HEARINGS** \_\_\_\_\_  
**SECTION C: CONSENT AGENDA** \_\_\_\_\_  
**SECTION D: ACTION**   X   \_\_\_\_\_  
**SECTION E: REPORTS/DISCUSSION** \_\_\_\_\_  
**SECTION F: BOARD POLICIES**      1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Consider Approval of Work Authorization Letter #003 for EORM to Perform Hazardous Materials Monitoring Services for the Lemonwood Elementary School Reconstruction Project; the Work Authorization is Issued Pursuant to Master Agreement #13-134 with EORM for Hazardous Materials Surveying, Testing, and Monitoring Services Thereof. (Dr. Morales/Cline/CFW)**

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On November 13, 2013, pursuant to a competitive prequalification process for professional construction services, the Board of Trustees approved Master Agreement #13-134 with EORM to perform hazardous materials surveying, testing, and monitoring services related to the design and construction of projects identified in the District's Facilities Implementation Program. The District established a fair, impartial rotation for the assignment of work to each of the firms prequalified to perform professional construction services of this nature.

The District, in consultation with CFW, recommends issuing Work Authorization Letter #003 to EORM to perform the hazardous materials monitoring services for the Lemonwood Elementary School Reconstruction project. The hazardous materials testing services will monitor the asbestos abatement contractor during the demolition phase of the project thereby ensuring compliance with the project work scope and adherence to applicable laws and regulations to insure the safety of the contractor and others.

The Work Authorization Letter is issued pursuant to and consists of:

Master Agreement **#13-134**  
Work Authorization Letter **#003**  
Consultant: **EORM**  
Date Issued: **6/24/15**  
Fixed Fee Amount: **\$14,052.00**

The attached Work Authorization Letter describes the scope of services requested from EORM and calls for the performance of hazardous materials monitoring to ensure that the work performed in the field is in accordance with DSA approved design documents, applicable laws and regulations related to asbestos abatement.

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**FISCAL IMPACT:**

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The Hazardous Materials Monitoring services will be completed for a lump sum fixed fee of:

**Fourteen Thousand Fifty-Two Dollars and No Cents [\$14,052.00]** to be funded from Measure "R".

**RECOMMENDATION:**

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It is the recommendation of the Superintendent and Assistant Superintendent, Business and Fiscal Services, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve Work Authorization Letter #003 for the hazardous materials monitoring services for Lemonwood Elementary School Reconstruction per Master Agreement #13-134 with EORM.

**ADDITIONAL MATERIAL(S):**

- Work Authorization Letter #003, EORM (3 Pages)
- Proposal from EORM (4 Pages)
- Master Agreement #13-134, EORM (32 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***

	<b>WORK AUTHORIZATION LETTER</b>	
	<b>GENERAL INFORMATION</b>	
	<b>PROJECT #:</b> Lemonwood ES <b>SITE NAME:</b> Lemonwood Elementary School <b>MASTER AGREEMENT #:</b> 13-134 <b>WAL #:</b> 3	<b>DATE:</b> 6/24/2015 <b>DSA #</b> 03-116026 <b>OPSC #</b> N/A <b>VENDOR ID:</b>

**PURSUANT TO MASTER AGREEMENT BETWEEN:**

DISTRICT	CONSULTANT
<b>OXNARD SCHOOL DISTRICT</b> 1051 South A Street Oxnard, CA 93030 (805) 385-1501	<b>Firm Name:</b> EORM a Professional Services Company <b>Street:</b> 2401 E. Gonzales Road, Suite 106 <b>City, State, Zip:</b> Oxnard, CA 93036 <b>Phone:</b> 805-790-6236

**SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL**

Monitoring services of the asbestos abatement contractor for the Lemonwood Elementary School Reconstruction at 2200 Carnegie Court, Oxnard, CA 93033 per attached Exhibit "F". The consultant is to ensure that the work performed in the field is in accordance with DSA approved design documents. See Attachment "A" for specific scope of work.

*(ATTACH ADDITIONAL PAGES AS NECESSARY)*

**SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL**

<b>START DATE:</b> August 2015	<b>COMPLETION DATE:</b> November 2017 or Project Closeout
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**FIXED FEE AMOUNT: \$14,052.00**

*This fee amount is based upon Consultant's proposal dated 5/27/2015 and subsequent negotiations mutually agreed to by all parties*

*This WAL is inherently a part of the Master Agreement referenced 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 supercede 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
<b>OXNARD SCHOOL DISTRICT</b>	<b>CONSULTANT</b>
(SIGNATURE) (DATE)	(SIGNATURE) (DATE)

**FOR DISTRICT USE ONLY**

<b>PROJECT MANAGER:</b> CFW (Greg Grant) <b>P.O. #</b> <b>SOURCE OF FUNDS:</b> <input checked="" type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input type="checkbox"/> OTHER _____ <b>COST ID:</b> 6280 Construction Testings	<b>PREPARED BY:</b> Suzanne Kuric <b>P.O. AMOUNT:</b>
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(PM APPROVAL SIGNATURE)	(DATE)
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- SPECIAL INSTRUCTIONS:**
1. Monitoring of the asbestos contractor during the demolition phase of the Lemonwood Reconstruction Project 2.
  - Air Sampling of areas after completion of abatement. 3.
  - Completion of a Job Book containg all Daily Reports, laboratory data, air sample results, transmittal forms, contract addenda, and project directories

**Lemonwood ES Reconstruction**  
**EORM – Hazardous Materials Monitoring Services**

Attachment “A”

MA #13-134, WAL #003

**Project Phases & DSA #s:**

**ES Reconstruction**

DSA #: 03-116026

**Mass Demolition & Site Work**

DSA #: 03-116026

**Proposed Scope of Services for Work Authorization Letter #003 of Master Agreement #13-134:**

*General Overview of Scope of Work*

The Lemonwood Elementary School Reconstruction project include the replacement of the Lemonwood campus on the existing school site with minimal disruption to the existing school site that is to remain in operation throughout the design and construction of the new school facilities. The project’s new elementary school will include a 2-story classroom building, multi-purpose room, administration building, student information center/library, playfields, and hard courts areas. As the new school is completed, many of the existing buildings will be demolished and new play fields, hard court areas, and site work will be constructed. However, building 3 shall remain and be reconfigured for the re-purpose and use of the Early Childhood Development program.

The HazMat Survey, Testing, and Monitoring Consultant (“Consultant”) for the Project 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.

*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.

**Lemonwood ES Reconstruction**  
**EORM – Hazardous Materials Monitoring Services**

Attachment “A”

MA #13-134, WAL #003

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 daily reports, monitoring reports, etc.

***Project Specific Scope of Work Summaries:***

The Measure “R” Facilities Implementation Program provides for the replacement of the aging facilities at the Lemonwood Elementary School site. The new school is being designed to serve as a K-8 school for up to 900 students at state loading standards.

The new school facilities include a 2-story classroom building, multi-purpose room with full kitchen and instructional spaces, administration building, media center/library, kindergarten with play area, green play fields, hard court play areas, and protection of the existing kindergarten buildings and their associated utilities.

Construction budget is approximately +/- \$23,000,000.

Construction NTP is anticipated to be issued on or around August, 2015.

Construction substantial completion is required by November, 2017.

## Project Authorization Order (PAO)

Order Number: 15-0806  New Authorization  Change Order to Previous Auth. No. \_\_\_\_\_  
Date: 05/27/15 Expiration Date: 06/30/15  
Company Name: Caldwell Flores Winters, Inc. / Oxnard School District Address: 1901 S. Victoria Ave., Suite 106 Oxnard, CA 93035  
Contact Name: Suzanne Kuric Title: Project Manager Phone: 805.253.0370 email: skuric@cfwinc.com  
Project Title: Project 3 – Lemonwood ES Reconstruction – Abatement Monitoring

### Purpose/Scope/Deliverables

Environmental and Occupational Risk Management, Inc. (EORM<sup>®</sup>) is pleased to submit this proposal to Caldwell Flores Winters, Inc. (CFW) to provide asbestos abatement monitoring during the removal of known asbestos containing materials from select buildings as part of the Project 3 – Lemonwood Elementary School Reconstruction Project at Lemonwood Elementary located in Oxnard, California.

### Onsite Construction Observation

EORM's industrial hygiene personnel will monitor the activities of the asbestos abatement contractor. These personnel will remain onsite throughout the duration of each abatement work shift, and will visually review the contractor's work practices, thereby ensuring compliance with the project work scope. EORM personnel will verify the integrity of project containment area, check that negative air pressure is maintained within the project area, and monitor airborne-fiber levels and the safety of the contractor's personnel as well as the equipment decontamination practices used by the contractor.

### PCM Air Clearance Sampling

Once an area has been fully abated by the contractor, EORM personnel will enter the work area to collect clearance air samples. If the results of these tests indicate that no corrective action is necessary, CFW will be notified. EORM will issue a Clearance Letter Report deeming the area cleared which will be reproduced and delivered to CFW. Project management will be provided by a Senior Consultant with Certified Asbestos Consultant (CAC) credentials.

### Job Book

EORM project personnel will collect laboratory data, air sample results, daily observation logs, transmittal forms, contract addenda, and project directories and compile them into the final Job Book which will be reproduced and delivered to CFW.

EORM estimates that the abatement work will take 10 business days at 8 hours/day. The cost breakdown is summarized below.

**Cost Breakdown**

Consultant	Units	Rate	Total
Project Manager	15 hours	\$190	\$2,850
Abatement Monitoring	80 hours	\$130	\$10,400
Mileage	200 miles	\$0.56	\$112
Closeout Report	4 hours	\$130	\$520
Production Technician	2 hours	\$85	\$170
<b>Project Totals</b>			<b>\$14,052</b>

EORM proposes to perform the above scope of work for a **fixed fee of \$14,052.**

All work will be conducted by a Certified Site Surveillance Technician (CSST) under the guidance of a CAC or by a CAC.

*Changes to scope on a task may result in a change order request.*

**Assumptions**

One draft version of each deliverable  Normal sample turnaround (no rush fees)

Other:

- EORM estimates that the abatement will be completed in 10 working days (8 hrs./day)
- If the construction schedule takes longer than the estimated 10 days, EORM will submit a change order based on the hourly rates above

**Project Budget**

Time & Materials Estimate Not-to-Exceed \_\_\_\_\_  plus actual expenses

Fixed Price Not-to-Exceed **\$14,052**  plus actual travel expenses

A rescheduling/cancellation fee  25 % /  actual expenses incurred will be applied unless notice of at least 5 business days is provided.

**Budget Conditions**

- After-hours (before 7AM and after 7PM) and Sat/Sun/Holiday work is billed at 150% of hourly rate; Expert witness/deposition/public hearing representation is billed at 200% of hourly rate; Travel time is billed at 100% of hourly rate.
- Travel Expenses (e.g., lodging, airfare, auto rental, meals) are billed at cost plus 5%.
- Authorized Subcontracts, Equipment Rental, Project Supplies/Outside Vendor Services are billed as proposed.
- Automobile Mileage is billed at the federal rate plus 20%.

Estimated completion date: TBD

Prepared by: Anthony Price, CAC  
 Senior Consultant  
 Signature: Anthony Price

Reviewed by: Jessica Smith CAC  
 Consultant  
 Signature: Jessica Smith

Work will be performed pursuant to the mutually agreed Terms and Conditions as performed in the previous work order. EORM cannot commence work until the following authorization is completed by a client representative duly authorized to approve a Purchase Order or Change Order in the amount specified above.

**Note: If the PAO will be used in lieu of a PO, please initial here:** \_\_\_\_\_

PO/CO #: \_\_\_\_\_ Amount: \_\_\_\_\_ Payment Terms Net 15 Days

Name/Title: \_\_\_\_\_ Phone \_\_\_\_\_ email: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

### Client Billing Address

Name: **Same as above** \_\_\_\_\_

Attention: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_



## Terms and Conditions

### 1.0 Introduction

These Terms and Conditions are incorporated into the Environmental and Occupational Risk Management, Inc. ("EORM") Project Authorization Order (the "Proposal"). Acceptance by CLIENT of this Proposal means that it is agreed that a resulting contract exists which governs the performance of the stated services and the rights and obligations of the parties ("Agreement"). Except as provided in Section 5.0, in the event of any inconsistency between these Terms and Conditions and any other document, these Terms and Conditions shall prevail. Unless otherwise stated this offer shall remain valid for three (3) months from the Proposal date.

### 2.0 Standard of Services and Warranty

Services performed by EORM under this Agreement shall be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the same profession currently practicing in the same locality under similar conditions. EORM warrants that if any of its completed services fail to conform to the above professional standard, EORM will, at its own expense, perform corrective services of the type originally performed as may be reasonably required in the discretion of EORM to correct such defects, of which EORM is notified in writing within six (6) months of the completion of services or delivery of product. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.

### 3.0 Payment Terms

Invoices are due and payable to EORM, at its offices, within fifteen (15) calendar days after receipt of invoice. CLIENT agrees to pay EORM a rebilling fee of one and one-half percent (1.5%) per month on all amounts not paid within one month after receipt of invoice, and further agrees that while EORM's damage for late payments are uncertain and difficult to ascertain at this time, said fee is a reasonable estimate of EORM's damage for late payments. EORM may, in addition, suspend performance if timely payment is not received.

### 4.0 Client Information

CLIENT warrants the accuracy and completeness of information, (including, but not limited to, representations, specifications, drawings, maps, surveys, reports, historical land usage and operations, results of previous site investigations and surface or subsurface conditions affecting the site), supplied by it or its agents to EORM and acknowledges that EORM is relying upon such information or data in the preparation of this Proposal and rendering of services without further verification by EORM as to its accuracy or completeness. The CLIENT agrees to defend, indemnify and hold EORM harmless for any claims, actions, liabilities or costs, including reasonable attorneys' fees and court costs ("Indemnification") if information provided by the CLIENT is inaccurate or incomplete in any way.

### 5.0 Invoicing

Unless otherwise provided in the Proposal, invoices will generally be issued bi-weekly, or upon project completion, whichever occurs first.

### 6.0 Insurance

EORM declares that it maintains workers' compensation and employer's liability insurance of a form and in an amount as required by the state in which the services are being performed; other coverages will typically include: commercial general liability with limits of at least \$2,000,000 and automobile liability (including non-owned and hired) insurance with limits of \$1,000,000 combined single limit for bodily injury and property damage.

### 7.0 Instruments of Service

7.1 EORM's Instruments of Service consist of any document or material provided as part of the agreed-upon deliverables under this Agreement. They are prepared as a Client-Confidential document for the exclusive use of CLIENT (and for internal training by EORM) for the sole purpose described in the scope and terms of the Instruments of Service, with CLIENT's distribution on a need-to-know basis utilizing reasonable confidentiality protections ("Authorized Use"). CLIENT waives any claim against EORM and agrees to provide Indemnification for any claim or liability for injury, loss, or costs allegedly arising from any use other than Authorized Use of EORM's Instruments of Service. CLIENT further agrees to compensate EORM for any time spent or expenses incurred by EORM in defense of such claim, in accordance with EORM's prevailing fee schedule and expense reimbursement policy.

7.2 Notwithstanding any other provision to the contrary, EORM retains the rights of ownership of any concepts arising from EORM's services.

### 8.0 Limits of Liability

8.1 CLIENT agrees to limit EORM's liability arising from EORM's professional activity, errors, or omissions, such that the total aggregate liability of EORM shall not exceed \$50,000 or EORM's total fee for the services rendered on the project in question, whichever is greater except when said acts or omissions of EORM are adjudged to be guilty of gross negligence or willful misconduct by a court of competent jurisdiction.

8.2 CLIENT shall not be liable to EORM and EORM shall not be liable to CLIENT for any consequential damages incurred by either party due to the fault of the other, regardless of the nature of this fault, or whether it was committed by CLIENT or EORM their employees, agents or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

8.3 CLIENT agrees to extend any and all limitations, indemnifications, and waivers provided by CLIENT to EORM to those individuals and organizations EORM retains for proper execution of the work. These shall be deemed to include, but not necessarily limited to, EORM's officers and employees and their heirs and assigns, as well as EORM's agents, sub-consultants, and subcontractors and their officers, employees, heirs, and assigns.

### 9.0 Recruiting of EORM Employees

CLIENT understands that the relationships between EORM and its employees are confidential information, that EORM has invested significant financial and labor resources in its staff, and that EORM's employees possess or are aware of EORM's confidential business information and trade secrets. Therefore, CLIENT agrees that it will not solicit, indirectly or directly, EORM employees of whom CLIENT became aware as a result of the employee's performing services for CLIENT covered by this Agreement, during the term of this Agreement and for a period of twelve (12) months after termination without written permission from an officer of EORM. Should CLIENT directly or indirectly solicit and hire away an EORM employee during the performance or within twelve months after the termination of this Agreement, with or without EORM's consent, CLIENT agrees to pay EORM a conversion fee to compensate EORM for real or potential losses equal to one-hundred percent (100%) of the employee's current total annual compensation. EORM and CLIENT agree and stipulate that while EORM's losses or damages are difficult to ascertain, said fee is a reasonable estimate of such losses or damages.

### 10.0 Dispute Resolution

If any court of competent jurisdiction holds any portion of this Agreement to be invalid or unenforceable, the remaining provisions will nevertheless continue without impairment. This Agreement is governed by California law and Santa Clara County, California shall be the exclusive jurisdiction for any claim or action related to EORM's services to CLIENT, with the prevailing party entitled to recover its reasonable attorneys' fees and costs.

### 11.0 Termination for Convenience

Client or EORM may terminate a project for convenience upon ten (10) days' prior written notice. Provided, however, for a project that is either greater than \$100,000 in value or is scheduled to be longer than three (3) months in duration, the terminating party shall provide the other at least sixty (60) days' prior written notice of the desired termination date. Upon termination of such project, Client shall pay EORM for all project-authorized fees and expenses due and accrued as of the desired termination date.

**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 13<sup>th</sup> day of November, 2013 by and between the **Oxnard School District** (“District”), with offices located at 1051 South A Street, Oxnard, CA 93030, and **EORM** (“Consultant”) with a business address at 2401 East Gonzales Road, Suite 180, Oxnard, CA 93036. 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").

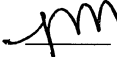
21. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement and the WAL shall be considered confidential ("confidential information"). Consultant shall not release or disclose 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 "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.

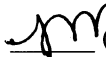
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23. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, 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: EORM  
2401 East Gonzales Road, Suite 180  
Oxnard, CA 93036  
ATTN: Anthony Price  
T: (805) 288-5070  
Email: pricea@eorm.com

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:**

Lisa A. Franz  
Signature

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

11-20-13  
Date

Tax Identification Number: 95-6002318

**EORM:**

Janice McKim  
Signature

Janice McKim/CFO  
Typed Name/Title

11-12-13  
Date

Tax Identification Number: 77-0311521

- Not Project Related  
 Project #13-134

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-134**

**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.

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	<b>WORK AUTHORIZATION LETTER (WAL)</b>	
	<b>GENERAL INFORMATION</b>	
	PROJECT #:	DATE:
	SITE NAME:	DSA #:
	MASTER AGREEMENT #:	OPSC #:
WAL #:	VENDOR ID:	
<b>PURSUANT TO MASTER AGREEMENT BETWEEN:</b>		
<b>DISTRICT</b>	<b>CONSULTANT</b>	
OXNARD SCHOOL DISTRICT 1051 South A. St. Oxnard , CA 93030 (805) 385-1501	Firm Name: Street: City, State, Zip: Phone:	
<b>SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL</b>		
(ATTACH ADD'L PAGES AS NECESSARY)		
<b>SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL</b>		
START DATE:	COMPLETION DATE:	
<b>FIXED FEE AMOUNT:</b> _____		
<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><b>IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:</b></p>		
<b>DISTRICT</b>	<b>CONSULTANT</b>	
OXNARD SCHOOL DISTRICT	CONSULTANT:	
(SIGNATURE) (DATE)	(SIGNATURE) (DATE)	
<b>FOR DISTRICT USE ONLY</b>		
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 #13-134**

**COMPENSATION & RATE/FEE SCHEDULE**

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

Personnel/Category	Regular
Senior Consultant	\$165
Associate Consultant	\$130
Consulting Specialist	\$95
Consulting Technician	\$85
Production Technician	\$65
Mileage	\$0.565

Lab Rates	Standard 3-5 Day	24 Hour	Same Day
PLM	\$8.50	\$16	\$18
PCM	\$9.50	\$16	\$18
TEM	\$108	\$130	\$130
Lead	\$12	\$25	\$36
Mold Air and Tape lifts	\$30	\$60	\$72
Point Count Analysis (1000 Points)	\$210	\$210	NA

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.

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**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 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



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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 #13-134**

**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 #13-134**

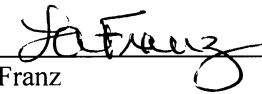
**CONFLICT OF INTEREST CHECK**

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 #13-134**

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

Title: \_\_\_\_\_

AND/OR

4. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: 11-12-13

Proper Name of Contractor: EORM

Signature: Janice McKim

By: Janice McKim

Its: CFO

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**EXHIBIT “F”  
TO AGREEMENT FOR CONSULTANT SERVICES #13-134**

**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.

Not Project Related

Project #13-134

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 &

Not Project Related

Project #13-134

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.

Not Project Related

Project #13-134

**EXHIBIT "G"**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-134**  
**INVOICE APPROVAL LETTER & BILLING COVER SHEET**

DATE:

**Project No. \_\_\_:** [INSERT PROJECT NAME]

**Consultant: EORM**

---

EORM 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 EORM, 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.

---

EORM Date

The invoice has been reviewed by the following and is recommended for payment:

---

Caldwell Flores Winters, Inc. Date

---

Oxnard School District Date  
Lisa Cline, Assistant Superintendent,  
Business and Fiscal Services

- Not Project Related
- Project #13-134

CONSULTANT/VENDOR PROGRESS BILLING FORM

TO: **Caldwell Flores Winters, Inc. (CFW)**  
**Program Manager for Oxnard School District**  
**1901 Victoria Ave, Suite 106**  
**Oxnard, CA 93035**  
**ATTN: Tylor Middlestadt (tmiddlestadt@ctwinc.com)**

PROJECT: \_\_\_\_\_  
 PROJECT #: **Project Name/Site**  
 PROJECT TYPE: **Project #**  
 DATE: **New Const./Modernization**  
 INVOICE #: \_\_\_\_\_  
 PERIOD COVERED: \_\_\_\_\_  
 PO #: \_\_\_\_\_  
 Billing Period of Invoice  
 Purchase Order #

SUBCONTRACTOR: \_\_\_\_\_  
 PREPARED BY: \_\_\_\_\_  
 EMAIL: \_\_\_\_\_  
 PHONE #: \_\_\_\_\_  
 FAX #: \_\_\_\_\_  
**VENDOR NAME**  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

BASE CONTRACT BILLING FORM											
ITEM #	COST CODE	CONTRACT SCOPE		COST	% TO DATE	COST COMPLETED TO DATE		TOTAL PREVIOUS BILLINGS	% THIS PERIOD	CURRENT BILLING	
		Base Contract - fee	Base Contract - Re-imbursables			FEE	RE-IMB			0	0
1											
2											
<b>SUBTOTALS</b>											
				#VALUE!	#VALUE!			\$0.00	#VALUE!	#VALUE!	#VALUE!

TOTAL EARNED ON BASE CONTRACT AND ADDITIONAL AWARDS		#VALUE!
TOTAL DUE THIS INVOICE		#VALUE!

- Not Project Related  
 Project #13-134

### 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 value/% 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 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). In correct 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 25<sup>th</sup> 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.

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
10/02/2013

**PRODUCER**  
**Dealey, Renton & Associates**  
P. O. Box 12675  
Oakland, CA 94604-2675  
510 465-3090

**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.**

**INSURERS AFFORDING COVERAGE**

**INSURED**  
**Environmental & Occupational Risk Management, Inc.**  
4 North Second Street, Suite 1270  
San Jose, CA 95113

INSURER A: **Endurance American Specialty In**  
INSURER B: **American Automobile Ins. Co.**  
INSURER C: **Hartford Accident & Indemnity**  
INSURER D:  
INSURER E:

**COVERAGES**

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.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
<b>A</b>	<b>GENERAL LIABILITY</b> <input checked="checked" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="checked" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="checked" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<b>FEIECC1016801</b>	<b>10/01/13</b>	<b>10/01/14</b>	EACH OCCURRENCE <b>\$5,000,000</b> FIRE DAMAGE (Any one fire) <b>\$500,000</b> MED EXP (Any one person) <b>\$5,000</b> PERSONAL & ADV INJURY <b>\$5,000,000</b> GENERAL AGGREGATE <b>\$5,000,000</b> PRODUCTS - COMP/OP AGG <b>\$5,000,000</b>
<b>B</b>	<b>AUTOMOBILE LIABILITY</b> <input checked="checked" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="checked" type="checkbox"/> HIRED AUTOS <input checked="checked" type="checkbox"/> NON-OWNED AUTOS  <b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO	<b>MZG80949959</b>	<b>10/01/13</b>	<b>10/01/14</b>	COMBINED SINGLE LIMIT (Ea accident) <b>\$2,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
<b>A</b>	<b>EXCESS LIABILITY</b> <input checked="checked" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$	<b>FEIEXS1042701</b>	<b>10/01/13</b>	<b>10/01/14</b>	EACH OCCURRENCE <b>\$1,000,000</b> AGGREGATE <b>\$1,000,000</b> \$ \$ \$
<b>C</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	<b>57WEGEX8917</b>	<b>06/03/13</b>	<b>06/03/14</b>	<input checked="checked" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT <b>\$1,000,000</b> E.L. DISEASE - EA EMPLOYEE <b>\$1,000,000</b> E.L. DISEASE - POLICY LIMIT <b>\$1,000,000</b>
<b>A</b>	<b>OTHER Professional &amp; Contr. Pollutn. Legal Liability</b>	<b>FEIECC1016801</b>	<b>10/01/13</b>	<b>10/01/14</b>	<b>\$5,000,000 per Claim</b> <b>\$5,000,000 Annl Aggr.*</b>

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**  
For Sigma Engineering, a division of EORM, Inc. General Liability Policy excludes claims arising out of the performance of professional services. \*Combined Annual Aggregate for Professional Liability, General Liability, & Contractors Pollution Legal Liability is \$5,000,000. A Blanket Waiver of Subrogation applies to Workers' Compensation.  
(See Attached Descriptions)

<b>CERTIFICATE HOLDER</b> <b>Oxnard School District</b> 1051 South A Street Oxnard, CA 93030	<b>ADDITIONAL INSURED; INSURER LETTER:</b>	<b>CANCELLATION 10 Days for Non-Payment</b>
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL THROUGH OR MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BY TELEPHONE OR BY FAX. <del>RECEIVED BY</del> <del>DATE</del> <del>TIME</del> <del>BY</del> <del>ADDRESS</del> <del>CITY</del> <del>STATE</del> <del>ZIP</del>		AUTHORIZED REPRESENTATIVE <i>Shardell, CPDU</i>

## DESCRIPTIONS (Continued from Page 1)

Certificate holder is included as additional insured for General and Automobile Liability when required by written contract.



**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**

Oxnard School District  
1051 South A Street  
Oxnard, CA 93030

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.

**BOARD AGENDA ITEM**

Name of Contributor(s): Cline/Gutierrez

Date of Meeting: 06/24/15

- STUDY SESSION \_\_\_\_\_
- CLOSED SESSION \_\_\_\_\_
- SECTION B: HEARINGS \_\_\_\_\_
- SECTION C: CONSENT AGENDA \_\_\_\_\_
- SECTION D: ACTION   X
- SECTION E: REPORTS/DISCUSSION \_\_\_\_\_
- SECTION F: BOARD POLICIES 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**APPROVAL OF RESOLUTION #15-05, REJECTING BIDS SUBMITTED IN RESPONSE TO BID #14-03 DRIFFILL SCHOOL KINDERGARTEN BUILDING PROJECT (Cline/Gutierrez)**

Oxnard School District proposed to construct the Driffill School Kindergarten Building Project (the “Project”). In connection therewith, the District entered into an Agreement for Architectural Services with F&M Architecture, Inc. (“F&M”). The District informed F&M that the budget for the construction costs for the Project was \$1,590,000.00, with a total project cost of \$2,411,380.00. F&M undertook the design of the Project.

The Project Manual and the Bidding and Contract Documents for the Project were made available to contractors on or about April 20, 2015 (BID #14-03). The bid opening was scheduled for May 14, 2015. Fifteen (15) contractors submitted bids for the Project. The lowest bid was approximately 35% above the budget for the construction costs for the Project given to F&M.

The District is not under any obligation to any of the contractors that submitted bids to enter into a contract for the construction of the Project. Rather than enter into a contract for the construction of the Project, the District proposes to investigate revisions to the design of the Project in order to effectuate savings to bring the construction costs in line with the budget for the construction costs that was given to F&M.

Therefore, in light of the fact that the lowest bid was approximately 35% above the budget for the construction costs given to F&M, and the fact that the District proposes to investigate revisions to the design of the Project in order to effectuate savings, it is recommended that the District reject all bids for the Project. Resolution #15-05 is presented herewith for the Board’s consideration.

**FISCAL IMPACT**

There will be no fiscal impact to the District’s general fund.

**RECOMMENDATION**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Executive Director of Facilities Planning, Engineering & Operations that the Board of Trustees adopt RESOLUTION #15-05 REJECTING ALL BIDS SUBMITTED IN RESPONSE TO BID #14-03 DRIFFILL SCHOOL KINDERGARTEN BUILDING PROJECT.

**ADDITIONAL MATERIAL**

Attached: Resolution #15-05 (2 pages)

**DISTRICT GOALS**

- 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 #15-05**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT REJECTING BIDS SUBMITTED IN RESPONSE TO BID #14-03 DRIFFILL SCHOOL KINDERGARTEN BUILDING PROJECT**

---

**WHEREAS**, Oxnard School District proposed to construct the Driffill School Kindergarten Building Project (the “Project”). In connection therewith, the District entered into an Agreement for Architectural Services with F&M Architecture, Inc. (“F&M”). The District informed F&M that the budget for the construction costs for the Project was \$1,590,000. F&M undertook the design of the Project; and #

**WHEREAS**, the Project Manual and the Bidding and Contract Documents for the Project were submitted to contractors on or about April 20, 2015 (BID #14-03); and

**WHEREAS**, fifteen (15) contractors submitted bids for the Multi-Prime Project; the lowest bid package was approximately 35% above the budget for the construction costs for the Project given to F&M; and

**WHEREAS**, rather than enter into a contract for the construction of the Project, the District proposes to investigate revisions to the design of the Project in order to effectuate savings to bring the construction costs in line with the budget for the construction costs that was given to F&M.

**NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:**

**BE IT RESOLVED** that the Board of Trustees of the Oxnard School District (“Board”) rejects all bids submitted in response to BID #14-03 DRIFFILL SCHOOL KINDERGARTEN BUILDING PROJECT.

The foregoing Resolution was adopted by the following vote of the Board of Trustees of the Oxnard School District, at a regular meeting thereof duly called and held on June 24, 2015:

BOARD OF TRUSTEES OF THE  
OXNARD SCHOOL DISTRICT:

By \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Clerk, Governing Board  
Oxnard School District

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF VENTURA )

I, \_\_\_\_\_ do hereby certify that the foregoing Resolution was duly adopted by the Board of Trustees of the Oxnard School District at a regular meeting thereof held on the 24<sup>th</sup> day of June, 2015, and that it was so adopted by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

Clerk, Governing Board  
Oxnard School District

# BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 6/24/15

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 1<sup>ST</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

## **REQUEST FOR APPROVAL OF RESOLUTION #15-06 – AUTHORIZING GENERAL OBLIGATION BONDS, ELECTION OF 2012, SERIES D (Cline/Penanhoat)**

The Administration will present for consideration for approval Resolution #15-06, which will authorize the issuance of the District’s Election of 2012, General Obligation Bonds, Series D (the “Series D 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.

The District has issued three series of bonds pursuant to the 2012 Bond Authorization, as follows:

- \$18,390,000 Oxnard School District, Election of 2012, General Obligation Bonds, Series A (the “Series A Bonds”), issued in December of 2012. 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;
- \$25,500,000 Oxnard School District, Election of 2012, General Obligation Bonds, Series B (the “Series B Bonds”), issued in May of 2013. All of the proceeds of the Series B Bonds have been expended or committed under contracts and will be paid and expended within the next several months;
- \$15,750,000 Oxnard School District, Election of 2012, General Obligation Bonds, Series C (the “Series C Bonds”), issued in November of 2014. Most of the proceeds of the Series C Bonds have been expended or committed under contracts, except for approximately \$2.3 million dollars which are anticipated to be required to fund either a portion of Lemonwood Elementary or a portion of the work at Marshall Elementary.

The District anticipates expenditures in excess of \$75,000,000 during the next three years to finance projects in the Project List, including projects for which contracts have been awarded and projects scheduled to receive DSA approval within the next six months.

Although the District continues its efforts to secure state funds to defray a portion of the costs of projects on the Project List, it is necessary to issue the fourth and final series of bonds under the 2012 Bond Authorization as soon as practicable to avoid interruptions in the projects currently ongoing.

In May of 2013, the California State Board of Education (“SBE”) approved a waiver (the “2013 Waiver”) authorizing the District to exceed, if necessary in connection with the issuance of bonds pursuant to the 2012 Bond Authorization, 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. The District’s outstanding general obligation bonds amount to approximately 1.39% of the assessed value of property within the District.

To be able to issue the bonds remaining authorized under the 2012 Bond Authorization, the District has applied to the SBE for a second waiver (“2015 Waiver”) to increase the District’s bonding capacity up to 1.7% of the assessed value of property within the District. The District’s waiver request will be considered by the SBE at its July 2015 regularly scheduled meeting. It is anticipated that, if the 2015 Waiver is granted and additional bonds are issued, the amount of outstanding general obligation bonds will be below the statutory debt limit within five (5) years or by fiscal year 2019-20.

If the 2015 Waiver is granted, the Resolution would authorize the District to issue not to exceed \$30,360,000 aggregate principal amount of Election of 2012, General Obligation Bonds, Series D (the “Series D Bonds”). The Resolution also establishes certain terms and conditions for the issuance, sale and delivery of the Series D Bonds and approves the form of certain documents to be used in issuing the bonds. Certain key findings and authorizations made under the Resolution are as follows:

- Waiver Required. The District will only issue the Series D Bonds at this time if the waiver is granted.
- 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; and (iii) allow the District to better control the timing of the sale and the debt structure of the Series D Bonds.
- Bond Purchase Agreement. The sale of the Series D 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 the Series D Bonds: (i) are issued only in the form of current interest bonds maturing no later than 30 years from the Closing Date; (ii) the principal amount does not exceed \$30,360,000; (iii) the annual interest rate does not exceed 8.00%; (iv) have a ratio of total debt service to principal of not to exceed four to one, as provided under Section 15144.1 of the Education Code; and (v) the Underwriter’s discount does not exceed 0.385% of the principal amount, 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 D 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 Corporation, 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 D 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 D 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 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 D 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 D 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 D 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 D 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:

- File, or cause a Dissemination Agent to file on the District’s behalf, not later than March 31 of each year while the Series D Bonds remain outstanding, commencing on March 31, 2016 with the report for the 2014-15 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.
- 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.
- 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.
- 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 D 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.

The Resolution requires that all Series D Bonds be issued only in the form of current interest bonds, and allows for the issuance of current interest bonds that are generally referred to as stepped coupon bonds. Such bonds typically provide for a lower interest rate during the first few years after issuance and one or more interest rate increases, at specified dates, while the stepped coupon bonds remain outstanding. Stepped coupon bonds are anticipated to be issued only if interest rates increase at a substantial level by the time of sale and the District's Underwriter and Financial Advisor recommend the issuance of such bonds to ensure that the *ad valorem* tax levy for the repayment of the Series D Bonds remains below the \$30/100,000 of assessed value maximum limit authorized by law.

### **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 consider approval of Resolution #15-06 of the Board of Trustees of the Oxnard School District Authorizing the Issuance of the General Obligation Bonds, Election of 2012, Series D and authorizing related documents and actions.

### **ADDITIONAL MATERIAL**

Attached: Resolution #15-06 (29 pages)  
Preliminary Official Statement (POS) (87 pages)  
Continuing Disclosure Certificate, attached as Appendix E to the POS (8 pages)  
Bond Purchase Contract (16 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. 15-06**

**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 D, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$30,360,000; APPROVING THE FORM OF A BOND PURCHASE AGREEMENT; APPROVING THE FORM AND AUTHORIZING THE DELIVERY OF A PRELIMINARY OFFICIAL STATEMENT; 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 issue bonds 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 on December 27, 2012 (the "Series A Bonds"), \$25,500,000 General Obligation Bonds, Election of 2012, Series B, issued on May 30, 2013 (the "Series B Bonds"), and \$15,750,000 General Obligation Bonds, Election of 2012, Series C, issued on November 5, 2014 (the "Series C Bonds"); and

**WHEREAS**, following the issuance of the Series A Bonds, Series B Bonds, and Series C Bonds there remains \$30,360,000 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 fourth and final series of general obligation bonds under the Bond Authorization, in an amount not to exceed \$30,360,000 (the "Series D Bonds"); and

**WHEREAS**, the proceeds of the sale of the Series D 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 D 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 expending 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 D Bonds; and

**WHEREAS**, to be able to issue the Series C Bonds, as authorized under the Bond Authorization, the District previously applied for, and received, a waiver (“2013 Waiver”) of the District’s statutory bonding capacity limit from the State Board of Education (“SBE”); and

**WHEREAS**, to ensure that the District can issue the Series D Bonds, as authorized under the Bond Authorization and as needed, the District has applied to the SBE for a second waiver (“2015 Waiver”) of the District’s statutory bonding capacity limit, and pursuant hereof provides that the Series D Bonds will not be issued until after the 2015 Waiver is approved by the SBE and is on file with the District; and

**WHEREAS**, this Board of Trustees deems it necessary and desirable to authorize the sale of the Series D Bonds by negotiated sale process pursuant to Government Code Section 53508.9 and Education Code Section 15146, and desires that the sale be made to the Underwriter (as defined herein) 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 better control the timing of the sale and the debt structure of the Series D Bonds; 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 to the District (“Special Tax Counsel”), Jones Hall, A Professional Law Corporation, as disclosure counsel to the District (“Disclosure Counsel”), 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, upon consultation with the Financial Advisor; 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 D 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 is selected by the District and issues a municipal bond insurance policy insuring the payment of the principal of, premium, if any, and interest on the Series D 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, 2016, 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 D 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 D 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 D Bonds, including, but not limited to, all printing and document preparation expenses in connection with this Resolution, the Series D Bonds and the Official Statement pertaining to the Series D 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 D Bonds; and other fees and expenses incurred in connection with the issuance of the Series D 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 D 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.

**“SBE”** means the California State Board of Education.

**“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.

**“2015 Waiver”** means the waiver of the District’s statutory bonding capacity limit expected to be granted by the State Board of Education prior to the issuance of the Series D Bonds.

**“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; provided that the Bonds shall only be issued after the approval by the SBE of the 2015 Waiver. 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 the Closing Date, or as otherwise provided in Section 2.02 hereof, 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 \$30,360,000. 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, premium (if any) 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 D” 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 D 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 D Bonds. In addition, failure on the part of the District to use such CUSIP numbers in any notice to Owners of the Series D 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 D 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 D Bonds shall not exceed 30 years from the Closing Date and the interest rates shall not exceed 8% per annum, including any Bonds issued as step-coupon bonds.

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, 2016, 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 D 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 D 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 D 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 D Bonds shall not exceed 30 years unless specific required findings are made by the Board and that the annual interest rate shall not exceed 8%.

**Section 2.03. Redemption and Defeasance.** The Series D Bonds, including any Term Bonds, will be subject to redemption as provided in the Bond Purchase Agreement.

(A) *Optional Redemption.* The Series D 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 D 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 D 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 D 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 D 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 D 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 D Bonds.

*Contents.* Each notice of redemption will contain the following information: (i) the Series D Bonds or designated portions thereof (in the case of redemption of the Series D Bonds in part but not in whole) which are to be redeemed, (ii) CUSIP numbers and the numbers of the Series D Bonds to be redeemed and in the case of any Series D 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 D Bonds including the original issue date, interest rate and stated maturity

date of each Series D 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 D Bond or portion thereof being redeemed, the portion of the principal amount of such Series D 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 D 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 D Bonds of such maturity.

Conditional Notice. Any Redemption Notice for an optional redemption of the Series D 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 D 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 D 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 D Bonds then called for redemption. The District and the Paying Agent shall have no liability to the Series D 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 D Bonds called for redemption is set aside for such purpose, the Series D 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 D Bonds so called for redemption after such redemption date shall look for the payment of such Series D 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 D Bonds or the cessation of interest on the date fixed for redemption.

(E) Partial Redemption of Bonds. Upon surrender of any Series D Bond redeemed in part only, the Paying Agent shall authenticate and deliver to the Owner thereof a new Series D Bond or Series D Bonds of like tenor and maturity and of authorized denominations equal in principal amount to the unredeemed portion of the Series D 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 D 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 D 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 D Bonds to be redeemed upon



presentation and surrender of such Series D 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 D 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 D 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 D Bonds, as appropriate, all of the principal, interest and premium, if any, represented by such Series D Bonds at the times and in the manner provided herein and in the Series D 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 D 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 D 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 D 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 D Bonds outstanding and designated for defeasance, including all principal of premium, if any; and interest on such Series D 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 D 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, premium, if any, or interest on the Series D Bonds and remaining unclaimed for one year after the principal of all of the Series D 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 ISSUANCE 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 D 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 D 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 D 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 D 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 D 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, including any premium received by District, 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 of, premium, if any, and interest on the Series D 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 D 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 D Bonds are Outstanding in an amount sufficient to pay the principal of and interest on the Series D Bonds when due, including the principal of any Series D 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 D Bonds to be known as the “Election of 2012, Series D 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 D 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 D 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 D 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 D 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 D Bonds. DTC will thereupon make payments of Debt Service on the Series D Bonds to the DTC Participants who will thereupon make payments of Debt Service to the beneficial owners of the Series D Bonds. Any moneys remaining in the Debt Service Fund after Debt Service on the Series D 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.** Pursuant to Section 53508.7 of the Bond Law, the Board hereby expressly authorizes the negotiated sale of the Bonds to the Underwriter. 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 D 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 D Bonds does not exceed \$30,360,000; (iii) the annual interest rate of the Bonds does not exceed 8.00%; (iv) the Bonds shall have a ratio of total debt service to principal of not to exceed four to one, as provided under Section 15144.1 of the Education Code; and (v) the Underwriter's discount does not exceed 0.385% of the principal amount of the Series D 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 D 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 D Bonds, and its use by the Underwriter in connection with the offering and sale of the Series D 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 D 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; and (iii) allow the District to better control the timing of the sale and the debt structure of the Series D Bonds.

*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 Corporation, has been selected as disclosure counsel to the District and will provide such services pursuant to the terms of its existing agreement with the District dated May 21, 2014, 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 \$183,750, excluding underwriter's compensation and bond insurance costs, but including fees and costs of the financial advisor, bond counsel, special tax counsel and disclosure counsel, costs of printing and distribution of the Official Statement, rating agency fees, fees and costs of the paying agent and other costs related to the issuance of the Bonds. Actual Costs of Issuance will be calculated by the Financial Advisor and reported 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 D 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 D 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 D Bonds, in conformity with the terms of the Series D 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 D Bonds are not so used as to cause the Series D 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 D 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 D 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 D 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 D Bonds would have caused the Series D 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 D Bonds from the gross income of the Owners of the Series D 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 D 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 D 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 D 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 D 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 D Bonds, an itemized summary of the costs of the sale, issuance and delivery costs of the Series D 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 D 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 D 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 D 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 D 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 D 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 24th day of June, 2015.

By: \_\_\_\_\_  
President of the Board of Trustees  
Oxnard School District, County of  
Ventura, California

ATTEST:

By: \_\_\_\_\_  
Clerk of the Board of Trustees

\*\*\*\*\*

STATE OF CALIFORNIA )  
 )  
COUNTY OF VENTURA )

I, \_\_\_\_\_, do hereby certify that the foregoing Resolution No. 15-06, was duly adopted by the Board of Trustees of the Oxnard School District at a meeting thereof held on the 24<sup>th</sup> day of June, 2015, 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 D  
(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, 2016, in which event it shall bear interest from the date hereof) at the interest rate per annum stated above, payable commencing on February 1, 2016, 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 15<sup>th</sup> 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 D (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 \_\_\_\_\_, 2015 (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 16<sup>th</sup> 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, 20\_\_\_\_ are not subject to redemption prior to their respective maturity dates. The Bonds maturing on or after August 1, 20\_\_\_\_ 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, 20\_\_\_\_, 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)	Sinking Fund Amounts
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

**STATEMENT OF INSURANCE**

**[TO COME IF APPLICABLE]**

**(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.

**PRELIMINARY OFFICIAL STATEMENT DATED JULY 16, 2015****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.*

**\$30,360,000\*****OXNARD SCHOOL DISTRICT****(Ventura County, California)****General Obligation Bonds, Election of 2012, Series D****Dated: Date of Delivery****Due: August 1, as shown on inside front cover**

**Authority and Purpose.** The captioned bonds (the "Series D 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 June 24, 2015 (the "Bond Resolution"). The Series D 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 D BONDS – Authority For Issuance" and "THE FINANCING PLAN" herein.

**Security.** The Series D 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 D 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 D BONDS."

**Book-Entry Only.** The Series D 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 ("DTC"). Purchasers will not receive physical certificates representing their interests in the Series D Bonds. See "THE SERIES D BONDS" and "APPENDIX F - DTC AND THE BOOK-ENTRY ONLY SYSTEM."

**Payments.** The Series D Bonds are being issued as current interest bonds. Interest on the Series D Bonds accrues from the date of delivery and is payable semiannually on February 1 and August 1 of each year, commencing February 1, 2016. Payments of principal of and interest on the Series D 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 D Bonds. See "THE SERIES D BONDS - Description of the Series D Bonds."

**Redemption.** The Series D Bonds are subject to redemption prior to maturity as described in this Official Statement. See "THE SERIES D BONDS - Redemption."

**Bond Insurance.** The District has solicited offers from municipal bond insurers to issue a policy insuring the payment when due of principal of and interest on the Series D Bonds. If it receives any such offer, the District will determine whether to accept an offer at the time it prices the Series D Bonds.

**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 D Bonds. Prospective investors must read the entire Official Statement to obtain information essential to making an informed investment decision.

*The Series D 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 D Bonds, in book-entry form, will be available for delivery through the facilities of DTC, on or about August 4, 2015.*

**STIFEL**

The date of this Official Statement is July \_\_, 2014.

\*Preliminary; subject to change.

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

**MATURITY SCHEDULE\***

**\$30,360,000\***

**OXNARD SCHOOL DISTRICT  
(Ventura County, California)**

**General Obligation Bonds, Election of 2012, Series D**

<b>Maturity (August 1)</b>	<b>Principal Amount</b>	<b>Interest Rate</b>	<b>Yield</b>	<b>Price</b>	<b>CUSIP†</b>
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**\$\_\_\_ - \_\_\_% Initial Rate - \_\_\_% Step-Up Rate<sup>(1)</sup> Term Bonds due August 1, 20\_\_\_; Price \_\_\_; CUSIP†: \_\_\_**

*\*Preliminary; subject to change.*

*(1) Interest rate is the "step-up" rate following the initial interest rate payable until August 1, 20\_\_\_.*

*† Copyright 2015, 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 D 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 D 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 D 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 D 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 D 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 D 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 D 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 D Bonds.



# **OXNARD SCHOOL DISTRICT**

## **BOARD OF TRUSTEES**

Veronica Robles-Solis, *President*  
Albert Duff, *Clerk*  
Debra M. Cordes, *Trustee*  
Ernest Morrison *Trustee*  
Denis O'Leary, *Trustee*

## **DISTRICT ADMINISTRATION**

Dr. Cesar Morales, *Superintendent*  
Lisa Cline, *Assistant Superintendent, Business and Fiscal 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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**\$30,360,000\***  
**OXNARD SCHOOL DISTRICT**  
**(Ventura County, California)**  
**General Obligation Bonds, Election of 2012, Series D**

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 D Bonds captioned above (the “**Series D 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 D 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. Enrollment in the District in fiscal year 2014-15 is approximately 16,983 students. 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 D 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 D Bonds.** The Series D 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 June 24, 2015 (the “**Bond Resolution**”). See “THE SERIES D BONDS - Authority for Issuance” herein.

**Payment and Registration of the Series D Bonds.** The Series D Bonds are being issued as current interest bonds. The Series D 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 (“**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 D Bonds. See “THE SERIES D BONDS” and “APPENDIX F - DTC AND THE BOOK-ENTRY ONLY SYSTEM.”

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*\*Preliminary, subject to change.*

Interest on the Series D Bonds accrues from the Dated Date and is payable semiannually on February 1 and August 1 of each year, commencing February 1, 2016. See "THE SERIES D BONDS - Description of the Series D Bonds."

**Redemption.** The Series D Bonds are subject to redemption prior to their maturity as described in "THE SERIES D BONDS - Redemption."

**Security and Sources of Payment for the Series D Bonds.** The Series D 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 D 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 D 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 Appendix B under the heading " - Existing Debt Obligations."

**Bond Insurance.** The District has solicited offers from municipal bond insurers to issue a policy insuring the payment when due of principal of and interest on the Series D Bonds. If it receives any such offer, the District will determine whether to accept an offer at the time it prices the Series D Bonds.

**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 D Bonds are available from the District. The District may impose a charge for copying, mailing and handling.

*END OF INTRODUCTION*

## THE FINANCING PLAN

**2012 Bond Authorization.** 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**”). The following is the abbreviated form of the bond measure presented to District voters:

*“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?”*

Pursuant to the 2012 Authorization, the District has issued:

- General Obligation Bonds, 2012 Election, Series A (the “**Series A Bonds**”) issued on December 27, 2012, in the aggregate principal amount of \$18,390,000, of which \$17,955,000 principal amount remains outstanding;
- General Obligation Bonds, Election of 2012, Series B (the “**Series B Bonds**”) issued on May 30, 2013 in the aggregate principal amount of \$25,500,000, of which \$25,500,000 principal amount remains outstanding; and
- General Obligation Bonds, Election of 2012, Series C (the “**Series C Bonds**”) issued on November 5, 2014 in the aggregate principal amount of \$15,750,000, of which \$15,750,000 principal amount remains outstanding.

It is expected that the Series D Bonds represent the fourth and final series of bonds to be issued pursuant to the 2012 Authorization.

**Waiver of Bonding Capacity Limitation.** Under State law, the amount of outstanding bonded indebtedness an elementary school district may have shall not exceed 1.25% of the assessed valuation of the property located within district boundaries. In order to complete projects authorized by the 2012 Authorization, the District, following the procedures set forth in the California Education Code, requested waivers of the 1.25% requirement from the State Board of Education, in 2013 and in 2015. Such waivers were both granted, the most recent allowing bonded indebtedness up to \_\_\_% of the District’s assessed valuation. For current and historic assessed valuation of property in the District, see “PROPERTY TAXATION - Assessed Valuation” herein.

## SOURCES AND USES OF FUNDS

The estimated sources and uses of funds with respect to the Series D Bonds are as follows:

### **Sources of Funds**

Principal Amount of Series D 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, Paying Agent, the Bond Insurer, if any, and the rating agency.*

## THE SERIES D BONDS

### **Authority for Issuance**

The Series D Bonds will be issued under the Bond Law and the Bond Resolution.

### **Description of the Series D Bonds**

**Book-Entry Form.** The Series D 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 (“**DTC**”). Purchasers of the Series D Bonds (the “**Beneficial Owners**”) will not receive physical certificates representing their interest in the Series D Bonds. Payments of principal of and interest on the Series D 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 D Bonds.

As long as DTC’s book-entry method is used for the Series D 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 D 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 D 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 D Bonds.

**Principal and Interest Payments.** The Series D 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 February 1, 2016, 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 D Bonds will be calculated on the basis of a 360-day year comprised of twelve 30-day months. Interest on the Series D 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 D Bonds maturing on or before August 1, 2025\* are not subject to redemption prior to their respective maturity dates. The Series D Bonds maturing on or after August 1, 2026\*, 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, 2025\*, at a redemption price equal to the principal amount of the Series D Bonds to be redeemed, plus accrued interest to the date of redemption, without premium.

If the Series D Bonds are subject to optional redemption and less than all of the Series D 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 D 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 D 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.

*\*Preliminary; subject to change*

**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 D 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 D 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 D 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.

Each notice of redemption will contain the following information: (i) the Series D Bonds or designated portions thereof (in the case of redemption of the Series D Bonds in part but not in whole) which are to be redeemed, (ii) CUSIP numbers and the numbers of the Series D Bonds to be redeemed and in the case of any Series D 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 D Bonds including the original issue date, interest rate and stated maturity date of each Series D 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 D Bond or portion thereof being redeemed, the portion of the principal amount of such Series D 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 D 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 D 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 D Bonds.

**Effect of Redemption.** When notice of redemption has been given as described above, and when the redemption price of the Series D Bonds called for redemption is set aside for such purpose, the Series D 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 D Bonds so called for redemption after such redemption date shall look



for the payment of such Series D 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 D Bonds by written notice to the Paying Agent on or prior to the date 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 D Bonds then called for redemption. The District, the County and the Paying Agent shall have no liability to the Series D 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 D Bond Register.** The Paying Agent shall keep or cause to be kept sufficient books for the registration and transfer of the Series D Bonds (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, Series D Bonds as provided in the Bond Resolution.

**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 D Bonds, as appropriate, all of the principal, interest and premium, if any, represented by such Series D Bonds at the times and in the manner provided herein and in the Series D 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, 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 D 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 D 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 D 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 D 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 D 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 D Bonds.** The following table shows the semi-annual debt service schedule with respect to the Series D Bonds (assuming no optional redemptions).

### OXNARD SCHOOL DISTRICT Series D Bonds Debt Service Schedule

Date	Principal	Interest	Annual Total
2/1/17			
8/1/17			
2/1/18			
8/1/18			
2/1/19			
8/1/19			
2/1/20			
8/1/20			
2/1/21			
8/1/21			
2/1/22			
8/1/22			
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8/1/34			
2/1/35			
8/1/35			
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 D 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  
2/1/45  
8/1/45  
Total

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*[Remainder of page intentionally left blank]*

**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 the same basis as the Series D Bonds. See “SECURITY FOR THE SERIES D 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 D Bonds described herein (assuming no optional redemptions). See also Appendix B under the heading “ - Existing Debt Obligations.”

**OXNARD SCHOOL DISTRICT**  
**Combined Annual Debt Service for Outstanding General Obligation Bonds**

Period Ending (August 1)	2006 Authorization	2012 Authorization <sup>(1)</sup>	Refunding GOBs	Series D Bonds	Total
2015	\$2,741,200.00	\$2,532,726.94	\$5,711,376.60		
2016	2,025,025.00	2,725,393.75	6,117,438.8		
2017	2,105,425.00	2,753,793.75	4,765,821.15		
2018	2,190,825.00	2,570,543.75	4,763,878.75		
2019	2,275,825.00	2,619,343.75	4,780,187.1		
2020	2,370,225.00	2,665,943.75	4,425,431.25		
2021	2,463,425.00	2,715,343.75	4,427,318.75		
2022	2,562,937.50	2,712,343.75	4,165,481.25		
2023	2,662,725.00	2,806,993.75	4,162,693.75		
2024	2,769,650.00	2,901,593.75	4,169,893.75		
2025	2,880,150.00	3,028,593.75	4,186,543.75		
2026	2,999,150.00	3,032,656.25	3,958,243.75		
2027	3,120,000.00	3,168,543.75	3,568,975		
2028	3,245,000.00	3,307,131.25	1,113,243.75		
2029	3,370,000.00	3,452,568.75	1,104,306.25		
2030	3,505,000.00	3,605,337.50	263,481.25		
2031	3,650,000.00	3,765,125.00	-		
2032	3,795,000.00	3,926,081.25	-		
2033	3,945,000.00	4,102,350.00	-		
2034	-	4,278,175.00	-		
2035	-	4,461,087.50	-		
2036	-	4,657,100.00	-		
2037	-	4,854,706.26	-		
2038	-	5,062,818.76	-		
2039	-	5,007,350.00	-		
2040	-	5,183,850.00	-		
2041	-	5,369,875.00	-		
2042	-	5,563,675.00	-		
2043	-	5,762,875.00	-		
2044	-	5,928,000.00	-		
<b>TOTAL</b>	<b>\$54,676,562.50</b>	<b>\$114,521,920.71</b>	<b>\$61,684,314.90</b>		

(1) Does not include the Series D Bonds being issued.

## SECURITY FOR THE SERIES D BONDS

### **Ad Valorem Property Taxes**

**Bonds Payable from Ad Valorem Property Taxes.** The Series D 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 D 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 "Existing Debt Obligations." Such indebtedness, together with debt service payable on the Series D 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 D 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 D 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 D 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 D Bonds. Fluctuations in the annual debt service on the Series D 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 D 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 D 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 D 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 D Bonds as the same becomes due and payable.

If, after payment in full of the Series D 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 D Bonds are payable solely from the proceeds of an *ad valorem* tax levied and collected by the County, for the payment of principal of and interest on the Series D Bonds. Although the County is obligated to collect the *ad valorem* tax for the payment of the Series D Bonds, the Series D Bonds are not a debt of the County.

## 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**

<b>Fiscal Year</b>	<b>Local Secured</b>	<b>Utility</b>	<b>Unsecured</b>	<b>Total Before Redevelopment Increment</b>	<b>% Change</b>
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.

As indicated in the previous table, assessed valuations are subject to change in each year. Increases or decreases in assessed valuation may result from a variety of factors including but not limited to general economic conditions, supply and demand for real property in the area, government regulations such as zoning, and natural disasters such as earthquakes, fires, floods and droughts. With respect to droughts specifically, the State of California is currently facing water shortfalls, and on January 17, 2014 the Governor declared a state of drought emergency, calling on Californians to conserve water. As part of his declaration, the Governor directed State officials to assist agricultural producers and communities that may be economically impacted by dry conditions. Thereafter, the California State Water Resources Control Board (the “**Water Board**”) issued a statewide notice of water shortages and potential future curtailment of water right diversions. On April 1, 2015, the Governor issued an executive order mandating certain conservation measures including a requirement that the Water Board impose restrictions to achieve a statewide 25% reduction in urban water usage through February 28, 2016. The District cannot predict or make any representations regarding the effects that the current drought has had, or, if it should continue, may have on the value of taxable property within the District, or to what extent the drought could cause disruptions to economic activity within the boundaries of the District.

**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**

	<b>2014-15 Assessed Valuation<sup>(1)</sup></b>	<b>% of Total</b>	<b>No. of Parcels</b>	<b>% of Total</b>
<b>Non-Residential:</b>				
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%
<b>Residential:</b>				
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%
<b>Total</b>	<b>\$10,597,503,942</b>	<b>100.00%</b>	<b>31,513</b>	<b>100.00%</b>

(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 D Bonds to increase accordingly, so that the fixed debt service on the Series D 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**

	<b>2010-11</b>	<b>2011-12</b>	<b>2012-13</b>	<b>2013-14</b>	<b>2014-15</b>
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	.076637	.076637	.076637	.076637	.076637
Total	<u>1.220537</u>	<u>1.205437</u>	<u>1.204237</u>	<u>1.231537</u>	<u>1.222037</u>

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. for debt issued as of March 1, 2015. 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 March 1, 2015)**

2014-15 Assessed Valuation: \$11,258,539,314

<u>DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:</u>	<u>% Applicable (1)</u>	<u>Debt 3/1/15</u>
Metropolitan Water District	0.470%	\$ 518,974
Ventura County Community College District	9.867	29,032,373
Oxnard Union High School District	30.806	41,590,261
<b>Oxnard School District</b>	<b>100.000</b>	<b>157,404,120</b> <sup>(1)(2)</sup>
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
<b>TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT</b>		<b>\$267,034,272</b>
<u>DIRECT AND OVERLAPPING GENERAL FUND DEBT:</u>		
Ventura County Certificates of Participation	9.863%	\$38,019,399
Ventura County Superintendent of Schools Certificates of Participation	9.863	1,064,711
Oxnard Union High School District Certificates of Participation	30.806	1,922,294
<b>Oxnard School District Certificates of Participation</b>	<b>100.000</b>	<b>4,341,900</b>
City of Oxnard General Fund Obligation	61.233	47,764,071
City of Port Hueneme General Fund Obligations	35.679	731,420
City of Port Hueneme Pension Obligation Bonds	35.679	2,297,668
City of San Buenaventura General Fund Obligations	0.014	5,310
<b>TOTAL DIRECT AND OVERLAPPING GENERAL FUND DEBT</b>		<b>\$96,146,773</b>
<u>OVERLAPPING TAX INCREMENT DEBT (Successor Agency):</u>		
Oxnard Redevelopment Agency H.E.R.O. Project Area	37.342%	\$ 7,576,692
Oxnard Redevelopment Agency Merged Project Area	100.000	11,630,000
<b>TOTAL OVERLAPPING TAX INCREMENT DEBT</b>		<b>\$19,206,692</b>
<b>COMBINED TOTAL DEBT</b>		<b>\$382,387,737</b> <sup>(3)</sup>

(1) Excludes accreted value of capital appreciation bonds.

(2) Excludes issue to be sold and does not reflect May 6, 2015 issue of 2015 Refunding GO Bonds..

(3) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.

Ratios to 2014-15 Assessed Valuation:

<b>Direct Debt (\$157,404,120)</b> .....	<b>1.40%</b>
Total Direct and Overlapping Tax and Assessment Debt .....	2.37%
<b>Combined Direct Debt (\$161,746,020)</b> .....	<b>1.40%</b>
Combined Total Debt .....	3.40%

Ratios to Redevelopment Incremental Valuation (\$1,029,037,509):

Overlapping Tax Increment Debt .....	1.87%
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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 D Bonds are legal investments for commercial banks in California to the extent that the Series D 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 D 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 D Bonds, and a certificate to that effect will be furnished to purchasers at the time of the original delivery of the Series D 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 D 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 D Bonds.

### **CONTINUING DISCLOSURE**

The District will execute a Continuing Disclosure Certificate in connection with the issuance of the Series D 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 D 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, 2016 with the report for the 2014-2015 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 D 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 each of the previous five years, (ii) filing operating data late or filing operating data that did not conform to the requirements of certain previous undertakings in each of the previous five years, (iii) the late filing of the District's first interim reports and budget reports in the years 2012, 2013, 2014 and 2015 and (iv) not filing in a timely manner notices of rating changes with respect to rating downgrades and upgrades for bond insurers which insure certain of the District's debt issues. Identification of the foregoing instances does not constitute a representation that such instances are material. As of this date, the District has filed each of its Annual Reports for the previous five years, including first interim reports and budget reports, operating data 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 D 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.

## **RATINGS**

Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business ("**S&P**") has assigned its rating of "\_\_\_" to the Series D 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 ratings reflect only the view of S&P and an explanation of the significance of such ratings and outlook may be obtained only from S&P. There is no assurance that any credit ratings given to the Series D 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 D Bonds.

## **UNDERWRITING**

The Series D Bonds are being purchased by Stifel, Nicolaus & Company, Incorporated (the "**Underwriter**"). The Underwriter has agreed to purchase the Series D Bonds at a price of \$\_\_\_\_\_ which is equal to the initial principal amount of the Series D Bonds of \$\_\_\_\_\_, plus net original issue premium of \$\_\_\_\_\_ less an Underwriter's discount of \$\_\_\_\_\_. The purchase contract relating to the Series D Bonds provides that the Underwriter will purchase all of the Series D 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 D 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 D 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.

The Financial Advisor has also been hired by the District in the capacity of program manager to provide management, planning and implementation services in connection with the District's Capital Facilities Master Plan and any other projects approved by the District. The Financial Advisor, as program manager, receives a monthly fee based on the projected project costs for scheduled projects.

## **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 D 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 D 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 2013-14**

## 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 D Bonds is payable from the General Fund of the District. The Series D 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 D BONDS –Security for the Series D 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 16,983 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.

<b>Name</b>	<b>Position</b>	<b>Term Expires</b>
Veronica Robles-Solis	President	November 2018
Albert Duff	Clerk	November 2016
Debra M. Cordes	Trustee	November 2018
Ernest Morrison	Trustee	November 2018
Denis O'Leary	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.

## 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*	16,983
2015-16*	16,983

\*Estimates and Projections as set forth in First Interim Report for fiscal year 2014-15.  
Source: California Department of Education, Educational Demographics Unit; District for 2014-15 and 2015-16 Estimates and 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 operating under a contract that expired June 30, 2015. 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 expires on October 31, 2015.



## 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 D Bonds is payable from the General Fund of the District. The Series D 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 50% 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 <sup>(1)</sup>	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

<sup>(1)</sup> 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, 2014 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 2009-10 through 2013-14.

**REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE**  
**Fiscal Years 2009-10 through 2013-14 (Audited)<sup>(1)</sup>**  
**Oxnard School District**

	Audited 2009-10	Audited 2010-11	Audited 2011-12	Audited 2012-13	Audited 2013-14
<b>SOURCES</b>					
Revenue Limit/LCFF Sources	\$ 71,886,223	\$77,372,839	\$81,727,624	\$80,708,014	\$108,351,091
Federal Revenue	15,142,730	20,332,876	11,777,393	10,812,581	10,839,213
Other State Revenue	31,392,297	29,813,751	27,553,283	27,041,981	13,469,896
Other Local Revenue	7,626,844	8,184,325	7,999,897	8,887,489	9,837,142
Total Revenue Limit	126,048,094	135,703,791	129,058,197	127,450,065	142,497,342
<b>EXPENDITURES</b>					
Instruction	89,864,299	93,123,252	86,785,019	85,510,009	91,155,885
Instruction – Related Services	13,035,292	14,694,495	14,068,490	14,169,144	16,057,688
Pupil Services	6,833,540	6,689,435	8,461,545	6,151,627	7,379,861
General Administration	6,479,116	7,944,977	6,128,381	6,842,927	7,880,560
Plant Services	10,720,086	10,870,352	10,423,167	15,028,480	12,702,351
Facility acquisition and construction	1,550,060	230,069	539,807	--	--
Community services	1,123,810	1,025,241	--	841,042	870,056
Other Outgo	2,763,481	1,403,871	588,195	(435,892)	(432,549)
Debt Service	378,000	283,500	--	--	352,729
Capital Outlay	--	--	--	375,466	1,012,247
Intergovernmental Transfers	--	--	--	2,003,040	2,344,764
Total Expenditures	132,747,684	136,265,192	126,994,604	130,485,843	139,323,592
Excess of (Deficiency) of Revenues Over Expenditures	(6,699,590)	(561,401)	2,063,593	(3,035,778)	3,173,750
<b>OTHER FINANCING SOURCES</b>					
Operating Transfers In	--	3,992,378	--	--	--
Proceeds from long-term debt	--	--	--	4,797,640	--
Operating Transfers Out	--	--	(352)	(666,408)	(166,248)
Total Other Financing Sources (uses)	--	3,992,378	(352)	4,131,232	(166,248)
NET Change in Fund Balance	(6,699,590)	3,430,977	2,063,241	1,095,454	3,007,502
Fund Balance, July 1	18,444,993	11,745,403	15,176,380	16,669,030	17,764,484
Adjustments for restatements	--	--	(570,591)	--	--
Fund Balance, as restated	--	--	14,605,789	--	--
Fund Balance, June 30	\$ 11,745,403	\$15,176,380	\$16,669,030	\$17,764,484	\$20,771,986

(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 2014-15 Figures.*** The following table shows the income and expense statements for the District for fiscal year 2014-15 (budgeted and Second Interim budget projections).

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**REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE**  
**Fiscal Year 2014-15 (Adopted Budget and Second Interim)**  
**Oxnard School District**

	<b>Budgeted Fiscal Year 2014-15</b>	<b>Second Interim Fiscal Year 2014-15</b>
<u>Revenues</u>		
LCFF Sources <sup>(2)</sup>	\$125,566,777	\$125,832,922
Federal revenues	13,594,427	18,113,267
Other state revenues	9,822,495	12,223,944
Other local revenues	8,494,845	9,950,476
Total Revenues	<u>157,478,544</u>	<u>166,120,609</u>
<u>Expenditures</u>		
Certificated salaries	69,366,806	73,997,830
Classified salaries	22,783,045	23,917,721
Employee benefits	32,115,656	31,198,239
Books and supplies	9,399,467	18,595,444
Contract services & operating exp.	18,659,355	21,951,004
Capital outlay	443,300	1,731,995
Other outgo (excluding indirect costs)	2,825,530	2,609,071
Other outgo – transfers of indirect costs	(415,556)	(445,129)
Total expenditures	<u>155,177,603</u>	<u>173,556,175</u>
Excess of revenues over/(under) expenditures	2,300,941	(7,435,566)
<u>Other financing sources (Uses)</u>		
Operating transfers in	--	102
Operating transfers out	(955,249)	(1,040,878)
Total other financing sources (uses)	<u>(955,249)</u>	<u>(1,040,776)</u>
Net change in fund balance	1,345,692	(8,476,342)
Fund balance, July 1 <sup>(1)</sup>	<u>21,680,426</u>	<u>21,680,426</u>
Fund balance, June 30	\$23,026,118	\$13,204,084

(1) Beginning fund balance at time of budget adoption.

(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.

Source: Oxnard School District Second Interim Report 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, SB 858 included a provision which limits the amount of reserves which may be maintained at the District level. This proposed reserve fund “cap” was conditioned on the success of Proposition 2 on the November 4, 2014 statewide ballot, which was approved by voters. This provision may, under certain circumstances, limit the District’s ability to maintain reserves above a certain 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**

<b>Fiscal Year</b>	<b>ADA</b>	<b>Funded Revenue Limit Per ADA</b>
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 <sup>(1)</sup>				Total ADA/\$ Base Grant <sup>(1)</sup>	Enrollment <sup>(2)</sup>	
		K-3	4-6	7-8	9-12		Total Enrollment	% of Target Student Enrollment
2013-14	ADA	7,756.47	5,238.40	3,265.03	--	16,259.90	16,787	89.94%
	Targeted Base Grant	\$6,952	\$7,056	\$7,266	\$8,419	\$114,608,837	--	--
2014-15	ADA	7,786.77	5,356.98	3,281.30	--	16,454.75	16,983	89.81%
	Targeted Base Grant	\$7,011	\$7,116	\$7,328	\$8,491	\$117,405,013	--	--

(1) Nearly 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 2013-14 was 15,098 and for fiscal year 2014-15 is projected to be 15,230.

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 2013-14 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	5,202,433
2014-15*	6,262,869

\*Projected in Second Interim Report.  
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**

<b>Fiscal Year</b>	<b>% Increase From FY 2013-14 Rate* Under AB 1469</b>	<b>Total Contribution Rate</b>
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. As a result of the implementation of PEPRA, new members must pay at least 50% of the normal costs of the plan, which can fluctuate from year to year. For 2013-14, the normal cost is 11.85%, which rounds to a 6.0% contribution rate. "Classic" plan members continue to contribute 7.0%. The District is required to contribute an actuarially determined rate. The actuarial methods and assumptions used for determining the rate are those adopted by the PERS Board of Administration. The required employer contribution rate for fiscal year 2013-14 was 11.442% of covered payroll. The contribution requirements of the plan members are established by State statute. 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)**

<b>Fiscal Year</b>	<b>Amount</b>
2011-12	2,303,171
2012-13	2,473,244
2013-14	2,702,232
2014-15*	2,888,879

\*Projected in Second Interim Report.  
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**

<b>2014-15</b>	<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>
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 \$49.5 billion for PERS as of June 30, 2013 (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](http://www.calstrs.com) and [www.calpers.ca.gov](http://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](http://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](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 \$3,784,919 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 2013-14  
Oxnard School District**

Annual required contribution	\$ 6,411,633
Interest on net OPEB obligation	592,897
Adjustment to annual required contribution	<u>(525,567)</u>
Annual OPEB cost (expense)	6,478,963
Contributions made	<u>(3,784,919)</u>
Increase in net OPEB obligation	2,694,044
Net OPEB obligation, beginning of year	<u>11,857,947</u>
Net OPEB obligation, end of year	<u><u>\$14,551,991</u></u>

*Source: Oxnard Unified School District Audited Financial Statement for Fiscal Year 2013-14.*

**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 2013-14.*

**Actuarial Methods and Assumptions.** As described in the District's 2013-14 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” in the body of this Official Statement.

**General Obligation Bonds.** The District has received voter authorizations to issue general obligation bonds pursuant to the procedures available under California law and election held in the District. Currently, the District has general obligation bond indebtedness outstanding pursuant to its November 7, 2006 bond election which authorized up to \$64 million in general obligation bonds, and its November 6, 2012 bond election which authorized up to \$90 million in general obligation bonds. In addition, the District has multiple issues of refunding general obligation bonds outstanding. The following table summarizes the District’s outstanding general obligation bonds.

**SUMMARY OF OUTSTANDING  
GENERAL OBLIGATION BOND INDEBTEDNESS  
Oxnard Unified School District**

Issue Date	Name of General Obligation Bond Issue	Original Principal Amount	Outstanding June 1, 2015
<u>2006 Authorization- \$64 million</u>			
07/11/2008	2006 Election, Series B	\$31,997,467	[to come]
<u>2012 Authorization- \$90 million*</u>			
12/27/2012	2012 Election, Series A	\$18,390,000	
05/30/2013	2012 Election, Series B	25,500,000	
11/05/2014	2012 Election, Series C	15,750,000	
<u>Refunding Bonds</u>			
03/07/1997	1997 Refunding Bonds	\$19,890,672	
08/15/2001	2001 Refunding Bonds, Series A	20,920,000	
03/07/2011	2010 Refunding Bonds	10,750,000	
07/14/2011	2011 Refunding Bonds	7,275,000	
07/02/2012	2012 Refunding Bonds	12,240,000	
06/19/2014	2014 Refunding Bonds	11,835,000	
05/06/2015	2015 Refunding Bonds	14,305,000	

*\*Series D to be issued as described herein.*

### **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 \$4.6 million.

### **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. See APPENDIX G hereto for a copy of Ventura County's Investment Policy and recent investment report.

### **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

**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 Department of Finance's Internet home page at [www.dof.ca.gov](http://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](http://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 2, 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 fiscal year 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 4, 2014) 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 included a proposed constitutional amendment which was placed before State voters on November 4, 2014. The measure was approved by voters, resulting in a change to the State's previously existing requirements for the Budget Stabilization Account, the State's existing rainy day account. This amendment:

- Requires 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.
- Requires half of each year's deposit for the next 15 years be used for supplemental payments of debt or other long-term liabilities.
- Allows 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.
- Requires that the State provide a multiyear budget forecast to better manage the State's long-term finances.
- Creates 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, approval of this amendment had the effect of enacting a related trailer bill (SB 858), which imposes a cap on the amount school districts may maintain in reserves. Specifically, the legislation, among other things, enacts Education Code Section 42127.01, operative December 15, 2014, and provides that in any fiscal year immediately after a fiscal year in which a transfer is made to the Public School System Stabilization Account (referenced in the last bullet point above), a school district may not adopt a budget that contains

a reserve for economic uncertainties in excess of twice the applicable minimum recommended reserve for economic uncertainties established by the State Board (for school districts with ADA over 400,000, the limit is three times the amount). Exemptions can be granted by the County Superintendent under certain circumstances. AB 146 is currently pending in the California legislature, which would repeal Education Code Section 42127.01.

***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 fiscal year 2014-15 State Budget provides \$1,954 more per K-12 student in 2014-15 than was provided in fiscal year 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](http://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.

**California Spending Plan.** In October 2014 the Legislative Analyst's Office released its *California Spending Plan* (a publication summarizing the State's current spending plan, including legislative and gubernatorial action through October 2014). The Spending Plan reports, among other things:

- The State General Fund and Education Protection Fund are \$107 billion

in 2014-15 (an increase of nearly 5% over the prior year's levels).

- The State's 2014-15 fiscal year is projected to end with \$2.1 billion in total reserves.
- The 2014-15 Proposition 98 minimum guarantee is up \$2.6 billion over the revised 2013-14 levels.
- In 2014-15, \$5.2 billion in outstanding K-14 deferrals and \$450 million in outstanding education mandates are expected to be paid down.
- An expected \$4.7 billion in additional funding for LCFF implementation (12% higher than the 2013-14 level, and sufficient to close 29% of the funding gap).

These gains are largely due to modest revenue growth assumed in 2014-15 from personal income taxes, sales and use taxes, and corporation taxes. The complete California Spending Plan may be accessed at the following link: <http://lao.ca.gov/Publications/Detail/3049>, although the information available through such site is not incorporated herein by reference.

### **2015-16 Proposed State Budget**

On January 9, 2015, Governor Brown presented his proposed budget for the 2015-16 Fiscal Year (the "**2015-16 Proposed State Budget**"). The 2015-16 Proposed State Budget proposes a multiyear plan that is balanced, maintains a \$3.4 billion reserve, and pays down budgetary debt from past years. Under the 2015-16 Proposed State Budget, funding levels for the K-12 Local Control Funding Formula ("**LCFF**") will increase by \$4 billion to \$13,462 per pupil, and funding levels for workforce education and training will increased by \$876 million. Funding is also increased for the University of California and California State University higher education systems. The 2015-16 Proposed State Budget includes a \$115 million allocation from the State's General Fund to address the drought, and addresses deferred maintenance issues with \$500 million from the State's General Fund.

The complete 2015-16 Proposed State Budget is available from the California Department of Finance website at [www.dof.ca.gov](http://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.

The execution of 2015-16 Proposed 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, (ii) litigation risk associated with proposed spending reductions, (iii) rising health care costs and (iv) other factors, all or any of which could cause the revenue and spending projections made in the 2015-16 Proposed State Budget to be unattainable. The District cannot predict the impact that the 2015-16 Proposed 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 2015-16 Proposed State Budget.

**2015-16 May Revision.** On May 14, 2015 Governor Brown released the 2015-16 May

Revision (the “**May Revision**”). Overall, the May Revision reflects a \$6.7 billion increase in General Fund revenues compared to the 2015-16 Proposed State Budget. Due to higher expected revenues, the May Revision reflects:

- Increased State general fund spending by \$5.5 billion for K-12 schools and community colleges due to Proposition 98 requirements.
- An additional \$633 million saved in the Rainy Day Fund and an additional \$633 million used to pay down State debts and liabilities due to Proposition 2 requirements
- Creation of a California Earned Income Tax Credit to assist the states lowest income workers.
- Holding tuition flat at the State’s universities for California undergraduate students for two more years by providing increased ongoing funding to California State Universities and temporary assistance to the Universities of California to pay down unfunded pension liabilities.
- Providing health care and other safety net services to currently undocumented immigrants who gain Permanent Residence Under Color of Law status under the United States President’s executive actions.

However, the Governor cautions that the 2015-16 Budget remains precariously balanced and could face deficits in succeeding years. The State has hundreds of billions of dollars in existing liabilities, such as deferred maintenance on roads and other infrastructure, and an unfunded liability for future retiree health care benefits for state employees and various pension benefits.

***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 D Bonds to provide State budget information to the District or the owners of the Series D 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 D 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 A 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 A Bonds. The tax levied by the County for payment of the Series A 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 XIIC 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 XIIC 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 debt service on the Series D Bonds.

## 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 D 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 D 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 D 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

<b>Calendar Year</b>	<b>City of Oxnard</b>	<b>County of Ventura</b>	<b>State of California</b>
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 the County was 5.4% in March 2015, down from a revised 5.8% in February 2015, and below the year-ago estimate of 7.1%. This compares with an unadjusted unemployment rate of 6.5% for California and 5.6% 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.

**OXNARD-THOUSAND OAKS-VENTURA METROPOLITAN STATISTICAL AREA  
Civilian Labor Force, Employment and Unemployment  
(Annual Averages)**

	2010	2011	2012	2013	2014
Civilian Labor Force <sup>(1)</sup>	430,400	432,200	435,900	434,300	431,100
Employment	383,800	388,000	396,200	400,100	402,200
Unemployment	46,600	44,200	39,700	34,200	28,800
Unemployment Rate	10.8%	10.2%	9.1%	7.9%	6.7%
<u>Wage and Salary Employment:</u> <sup>(2)</sup>					
Agriculture	24,400	25,200	27,100	27,400	25,600
Mining and Logging	1,200	1,300	1,300	1,200	1,300
Construction	11,300	11,300	11,800	12,600	13,700
Manufacturing	31,500	30,600	29,900	29,900	30,500
Wholesale Trade	12,300	12,500	12,600	12,900	13,000
Retail Trade	35,500	36,300	37,300	38,500	39,000
Trans., Warehousing and Utilities	5,300	5,500	5,700	5,900	6,200
Information	5,100	4,900	5,200	5,200	5,500
Finance and Insurance	16,000	16,200	15,400	14,500	14,200
Real Estate and Rental and Leasing	4,300	4,200	4,200	4,400	4,500
Professional and Business Services	33,700	33,300	34,900	36,300	35,500
Educational and Health Services	34,700	35,500	37,500	39,500	41,000
Leisure and Hospitality	30,300	31,400	32,800	33,800	35,000
Other Services	9,200	9,200	9,400	9,700	9,900
Federal Government	7,800	7,400	7,200	7,000	6,900
State Government	2,600	2,700	2,700	2,700	2,800
Local Government	33,900	34,300	33,700	33,900	34,200
Total, All Industries <sup>(3)</sup>	299,100	301,800	308,700	315,300	318,600

(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 City.

**COUNTY OF VENTURA  
Major Employers  
As of June 30, 2014  
Listed Alphabetically**

<u>Employer Name</u>	<u>No. of Employees</u>
County of Ventura	7,855
Ventura Unified School District	1,782
Community Memorial Health System	1,374
Ventura County Community College	864
Employer's Depot Inc.	623
City of Ventura	597
Patagonia Works	532
Target	415
Ventura Superior Court	302
Coors Tech Inc	267

Source: *City of Ventura Comprehensive Annual Financial Report.*

**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**

<b>Year</b>	<b>Area</b>	<b>Total Effective Buying Income (000's Omitted)</b>	<b>Median Household Effective Buying Income</b>
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**

Total taxable sales during calendar year 2013 in the City were reported to be \$2.02 billion, a 4.0% increase from the total taxable sales of \$1.94 billion reported for the City during calendar year 2012. Figures are not yet available for 2014.

**CITY OF VENTURA  
Taxable Retail Sales  
Number of Permits and Valuation of  
Taxable Transactions (shown in thousands of dollars)**

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2009	3,662	\$1,317,593	5,263	\$1,624,801
2010	3,651	1,347,565	5,270	1,643,898
2011	3,534	1,465,657	5,149	1,788,809
2012	3,595	1,585,561	5,163	1,941,328
2013	3,656	1,661,655	5,187	2,019,722

*Source: California State Board of Equalization, Taxable Sales in California (Sales & Use Tax).*

Total taxable sales during calendar year 2013 in the County were reported to be \$12.82 billion, a 7.2% increase from the total taxable sales of \$11.96 billion reported during calendar year 2012. Figures are not yet available for 2014.

**VENTURA COUNTY  
Taxable Retail Sales  
Number of Permits and Valuation of Taxable Transactions  
(Dollars in Thousands)**

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2009	14,331	\$7,213,606	22,564	\$9,883,853
2010	14,134	7,546,960	22,422	10,225,488
2011	13,788	8,156,404	22,032	11,020,181
2012	13,992	8,700,010	22,206	11,958,260
2013	14,285	9,101,436	22,234	12,824,296

*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 D Bonds, Garcia, Hernández, Sawhney & Bermudez, LLP, Bond Counsel to the District, proposes to render its final approving opinion with respect to the Series D 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 D**

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 D (the "Bonds"), in the aggregate principal amount of \$\_\_\_\_\_, as authorized by Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code and pursuant to a resolution of the Board of Trustees of the District (the "Board") adopted on June 24, 2015 (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 D**

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 D Bonds are being executed and delivered pursuant to a resolution adopted by the Board of Trustees of the District on June 24, 2015 (the “**Resolution**”). U.S. Bank National Association, San Francisco, California, is initially acting as paying agent for the Series D 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 D 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 D 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 30<sup>th</sup>).

“*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 D Bonds.

“*Paying Agent*” means U.S. Bank National Association, or any successor thereto.

“*Participating Underwriter*” means the original Underwriter of the Series D Bonds required to comply with the Rule in connection with offering of the Series D 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, 2016 with the report for the 2014-15 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 in a timely manner (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 recent fiscal year of the Issuer then ended 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) average daily attendance on an aggregate basis for the most recently completed fiscal year and for the current budget year;
- (ii) pension plan contributions made by the District for the most recently completed 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 revenue 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 D 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 D Bonds. If such termination occurs prior to the final maturity of the Series D 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 D 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 D 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 D Bonds in the manner provided in the Series D Bond Resolution for amendments to the Series D 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 D 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 D 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 D 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 D 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 D 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 D Bonds, and shall create no rights in any other person or entity.

Date: \_\_\_\_\_, 2015

**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 D

Date of Issuance: \_\_\_\_\_, 2015

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 \_\_\_\_\_, 2015. 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 D Bonds, payment of principal, interest and other payments on the Series D Bonds to DTC Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interest in the Series D 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 D Bonds, (b) Bonds representing ownership interest in or other confirmation or ownership interest in the Series D Bonds, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Series D 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](http://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.

**APPENDIX G**

**VENTURA COUNTY INVESTMENT POLICY AND INVESTMENT REPORT**

\$ \_\_\_\_\_  
**OXNARD SCHOOL DISTRICT**  
**(Ventura County, California)**  
**General Obligation Bonds, Election of 2012, Series D**

**BOND PURCHASE AGREEMENT**

July 22, 2015

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 D (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 June 24, 2015 (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 primary role of the Underwriter is to purchase securities for resale to investors in an arms-length commercial transaction between the District and the Underwriter and that the Underwriter has financial and other interests that differ from those of the District, (ii) the Underwriter is not acting as a municipal advisor, financial advisor or fiduciary to the District or any other person or entity and has not assumed any advisory or fiduciary responsibility to the District with respect to the transaction contemplated

hereby and the discussions, undertakings and proceedings leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the District on other matters), (iii) the only obligations the Underwriter has to the District with respect to the transaction contemplated hereby expressly are set forth in this Purchase Agreement, except as otherwise provided by applicable rules and regulations of the SEC or the rules of the Municipal Securities Rulemaking Board (the "MSRB"), and (iv) the District has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate in connection with the transaction contemplated herein. The District acknowledges that it has previously provided the Underwriter with an acknowledgement of receipt of the required Underwriter disclosure under Rule G-17 of 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. The Bonds shall be insured pursuant to a bond insurance policy (the "Bond Insurance Policy") to be issued by \_\_\_\_\_ (the "Bond Insurer").

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 July 16, 2015 (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 August 4, 2015 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, neither the District nor any other entity on behalf of the District, will 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. Based on a review of its previous undertakings and except as described in the the Preliminary Official Statement and the final Official Statement, the District has not 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. 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;

- (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;
  - (8) a material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred; or
  - (9) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds, including the underlying obligations as contemplated by this Purchase Contract or by the Official Statement, or any document relating to the issuance, offering or sale of the Bonds, is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act, the Exchange Act and the Trust Indenture Act.
- (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 D 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, "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 Commitment for Bond Insurance, the Bond Insurance Policy, and any such 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 and Disclosure 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; and (vii) 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, the fees and disbursements of Underwriter's counsel, travel and costs, shall be paid by the Underwriter, and the premium for the Bond Insurance Policy shall be paid directly by the Underwriter to the Bond Insurer.

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,  
Assistant Superintendent, Business and Fiscal Services

Time of Execution: \_\_\_\_\_ p.m.

**APPENDIX A**

**Maturity Schedule**

\$ \_\_\_\_\_  
OXNARD SCHOOL DISTRICT  
(Ventura County, California)  
General Obligation Bonds, Election of 2012, Series D

<b>Maturity Date (August 1)</b>	<b>Principal Amount</b>	<b>Interest Rate</b>	<b>Yield</b>	<b>Price</b>
-------------------------------------	-----------------------------	----------------------	--------------	--------------

---

**Redemption Provisions**

[to come]

**BOARD AGENDA ITEM**

Name of Contributor(s): Dr. Morales/Cline/CFW

Date of Meeting: 6/24/15

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

**Consider Resolution #15-07 of the Oxnard School District Board of Trustees Authorizing The Acquisition Of The Site Known As The Doris-Patterson (Teal Club) Site; Authorizing Pursuit Of LAFCO Annexation of Said Parcel Into The City Of Oxnard; Authorizing A Request For Site Approval From The California Department Of Education; And, Authorizing Submission Of An Application For State Aid (Dr. Morales/Cline/CFW)**

---

**DESCRIPTION OF ITEM:**

The property owners of certain tracts of land north of the Oxnard Airport, west of North Ventura Road are seeking a modification to the City's Specific Plan for purposes of a residential development consisting of approximately 900 residential units. The proposed development identified a site for an elementary school near the corner of North Patterson Rd. and Doris Ave.

In discussions with the developer and the City of Oxnard staff, the District has requested modifications to the developer's plans to include a Middle School Academy site consisting of 20 acres instead of the original eight acre elementary school site. Furthermore, the District has requested that the site be located on the corner of Patterson Rd. and Doris Ave. The District continues to discuss the possibility of a joint use park with the City of Oxnard.

District staff, in consultation with CFW, has identified a large growth in enrollment that will impact the middle school sixth through eighth grades in the coming years. To accommodate this enrollment, the District's adopted Facilities Implementation Plan calls for the construction of a new middle school. The Doris-Patterson property is one of the few places within the boundaries of the school district that can accommodate a 20 acre middle school.

In recent presentations to the Board of Trustees, conceptual plans have been presented illustrating a middle school academy and proposed District Support Center on the Doris-Patterson site. The Board has indicated an interest in pursuing this option to accommodate enrollment growth and the functions currently housed in the aging District central administration building. The action presented before the Board would formally direct District staff and CFW to pursue the acquisition of the site, the incorporation of the area into the City's territorial jurisdiction, CDE approval of the site for the construction of a middle school and reimbursement from the State for eligible middle school pupil grants to help fund the acquisition and construction of the site.

---

**FISCAL IMPACT:**

The Proposed revised budget for the Doris-Patterson site is \$335,000.00, consisting of the amount necessary to proceed with the acquisition of the site. The purchase price will be determined at a later date and will be presented to the Board at the appropriate time under the agenda heading "Real Property Negotiations". The funds budgeted for this item will be paid from a combination of Developer Fees, Measure "R" Funds, and/or State Reimbursements. There is no impact to the District's General Fund.

---

**RECOMMENDATION:**

It is the recommendation of the District's Superintendent and the Assistant Superintendent, Business & Fiscal Services, in consultation with CFW, that the Board adopt Resolution #15-07 and proceed with the actions set forth in the Resolution.

---

**ADDITIONAL MATERIAL(S):**

- Resolution #15-07 (4 pages)
- Record of Survey (2 pages)

---

**GOALS:**

- ***Goal 5 - Adopt and Implement a Comprehensive Facilities Program that Improves Student Performance, Maximizes State Funding Opportunities and Reduces Overcrowding at Existing School Sites***

**RESOLUTION NO. 15-07**

**RESOLUTION OF THE OXNARD SCHOOL DISTRICT BOARD OF TRUSTEES AUTHORIZING THE ACQUISITION OF A SITE ON THE CORNER OF DORIS AVE. AND PATTERSON ROAD; INITIATING THE PROCESS FOR ANNEXATION OF SAID PARCEL INTO THE CITY OF OXNARD; SEEKING CALIFORNIA DEPARTMENT OF EDUCATION APPROVAL FOR CONSTRUCTION OF A MIDDLE SCHOOL ACADEMY ON THE SITE; AND, AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR REIMBURSEMENT AND/OR FUNDING FROM THE STATE SCHOOL FACILITIES PROGRAM**

**WHEREAS**, the Oxnard School District (hereinafter, the “District”) is a California public elementary school district vested with the powers to acquire and sell real property for the purpose of carrying out its mission and responsibility of educating elementary aged students within its geographical boundaries;

**WHEREAS**, it is well recognized that within the geographical boundaries of the District there are few acceptable sites to build elementary and middle school facilities;

**WHEREAS**, the District has studied a number of alternative sites and has determined that a potential site at the corner of Doris Ave. and Patterson Road is suitable for the construction of a Middle School Academy to relieve overcrowding in grades 6 through 8 throughout the District and to accommodate new projected growth in enrollment;

**WHEREAS**, additionally, the District’s central administration site is aging and in serious need of costly critical repairs that will not substantially extend the useful life of the facility;

**WHEREAS**, the District has been actively searching for alternative sites within the District that are conveniently located for central district administration support and services;

**WHEREAS**, the District has received preliminary site approval from the California Department of Education with respect to the proposed school site at Doris Ave. and Patterson Road;

**WHEREAS**, the District has conducted an extensive Phase 1 environmental assessment of the proposed property that includes a traffic study, pipeline study, preliminary soil testing, railroads, Tsunami, flood and dam inundation, high voltage power transmission lines, and hazardous air emissions and hazardous facilities, and has received a report from LSA Associates, Inc. determining that the site is suitable for the construction of a middle school academy;

**WHEREAS**, CFW and District staff have made presentations to the Board of Trustees on August 20, 2014 and May 6, 2015 regarding projected growth in enrollment and the conceptual use of the proposed site at Doris Ave. and Patterson Road, including the conceptual co-location of a Middle School Academy and a Central District Support Center;

**WHEREAS**, the Board, after careful consideration of all the information presented to it, the available options and the circumstances surrounding the subject property, believes that the acquisition of the site at the corner of Doris Ave. and Patterson Road is in the best interests of the District;

**WHEREAS**, the Board of Trustees recognizes that the proposed site is outside the territorial limits of the City of Oxnard and will be required to pursue annexation of the property in order to secure utility services to the site to support the operation of a school;

**WHEREAS**, the Board of Trustees recognize that annexation of the site will require review and consideration by the Ventura County Local Agency Formation Commission;

**WHEREAS**, the Board of Trustees also recognizes that it will require additional funding to complete the construction of the proposed Middle School Academy;

**NOW, THEREFORE**, be it resolved, determined and ordered by the Board of Trustees (the “Board”) of the Oxnard School District as follows:

Section 1.       Recitals. All of the foregoing recitals are true.

Section 2.       Intention & Declaration of the Board. The Board of Trustees declares its intent and commitment to pursue the acquisition of a site at the corner of Doris Avenue and Patterson Road (the “Doris-Patterson Site”) for the purpose of constructing a Middle School Academy and a District Support Center.

Section 4.       Annexation. The Board of Trustees directs District staff, with the assistance of CFW, to initiate, pursue and/or solicit an annexation of the subject property into the territorial limits of the City of Oxnard, and to pursue the consideration of said annexation by the Ventura County Local Agency Formation Commission, as needed.

Section 5.       California Department of Education Site Approval. The Board of Trustees directs District staff, with the assistance of CFW, to formally solicit California Department of Education approval of the proposed Doris-Patterson Site for the construction of a 6-8 Middle School.

Section 6.       State School Facilities Program Application. The Board directs the District Superintendent, in consultation with CFW, to prepare a State grant application for acquisition of the Doris-Patterson Site and, when appropriate, the construction of a middle school academy on the site, for submission to the Office of Public School Construction. The Board further directs and authorizes the District Superintendent, in consultation with CFW, to complete and submit any and all required forms and/or other documents required by the CDE, OPSC, DSA, or other agencies having jurisdiction to cause the funding application for the Doris-Patterson Site acquisition and construction of a Middle School Academy to be submitted to the appropriate State agencies at the soonest possible date.



Section 7. Required Actions. The Superintendent or the Assistant Superintendent, Business Services, or their designee (each an “Authorized Representative”), are hereby authorized and directed to take all necessary actions require to acquire the Doris-Patterson Site, request the necessary approvals, amendments and waivers needed, and carry out the direction provided in this Resolution for the acquisition of a 6-8 Middle School on the Doris-Patterson Site.

Section 8. Assistance of Consultants. The consulting firms of Caldwell Flores Winters, Inc., Program Manager for Measure R (the “Program Manager”) and the law firm of GHSB, as General Counsel to the District (“General Counsel”), are hereby authorized to assist the District in connection with the acquisition of the Doris-Patterson Site and any and all agency approvals required for the use of the site as a Middle School Academy and District Support Center.

Section 9. Ratification. All actions heretofore taken by the officers, or their respective designees, employees, and agents of the Board and the District in connection with the acquisition of the Doris-Patterson Site are hereby ratified and confirmed.

Section 10. Authorization of Further Acts. The members of the Board, the Authorized Representatives, any assistant thereto, and all other staff or officers of the District are hereby authorized and directed, individually and collectively, to do any and all things necessary or advisable in connection with the acquisition of the Doris-Patterson Site and consistent with the purposes of this Resolution.

Section 11. Effective Date. This Resolution shall take effect immediately upon its adoption by the Board.

The foregoing Resolution was adopted by the following vote of the Board of Trustees of the Oxnard School District, at a regular meeting thereof duly called and held on June 24, 2015:

BOARD OF TRUSTEES OF THE  
OXNARD SCHOOL DISTRICT:

By \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Clerk, Governing Board  
Oxnard School District

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF VENTURA )

I, \_\_\_\_\_, do hereby certify that the foregoing Resolution was duly adopted by the Board of Trustees of the Oxnard School District at a regular meeting thereof held on the 24<sup>th</sup> day of June, 2015, and that it was so adopted by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
Clerk, Governing Board  
Oxnard School District

**BASIS OF BEARINGS**

THE ASSUMED BEARING OF "N88°46'55"W" ALONG THE CENTERLINE OF WEST DORIS AVENUE SHOWN AS "EAST" ON THE RECORD OF SURVEY RECORDED IN BOOK 45, PAGE 55 OF RECORDS OF SURVEYS, WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP.

**ABBREVIATION LEGEND**

- B.C. .... BRASS CAP
- C/L ..... CENTERLINE
- C-NL ..... CONCRETE NAIL
- CONC ..... CONCRETE
- DIST ..... DISTANCE
- EST ..... ESTABLISHED
- FD ..... FOUND
- FTC ..... FROM TRUE CORNER
- IP ..... IRON PIPE
- INT-X ..... INTERSECTION
- M ..... MEASURED
- MON ..... MONUMENT
- NF ..... NOTHING FOUND
- NL ..... NOTHING FOUND
- NS ..... NOT SEARCHED
- O.R. .... OFFICIAL RECORDS
- OXFB ..... OXNARD FIELD BOOK
- P ..... PRORATED AND MEASURED
- P.I. .... POINT OF INTERSECTION
- R ..... RECORD
- R/W ..... RIGHT-OF-WAY
- SNF ..... SEARCHED, NOT FOUND
- STD ..... STANDARD
- S&W ..... SPIKE & WASHER
- VCFB ..... VENTURA COUNTY FIELD BOOK

**REFERENCE LEGEND:**

- R1 8 MR 1
- R2 45 RS 55
- R3 VCFB 4006
- R4 4938 O.R. 9
- R5 1145 O.R. 293
- R6 41 RS 9
- R7 OXFB 34, PAGE 120 & 121A
- R8 OXFB LL-34, PAGE 242

**MONUMENT LEGEND:**

- ▲ FOUND VENTURA COUNTY STANDARD MONUMENT IN WELL PER R3, STAMPED AS NOTED.
- FOUND MONUMENT AS NOTED.
- SET 1-1/2" IP & TAG "PLS 7553"

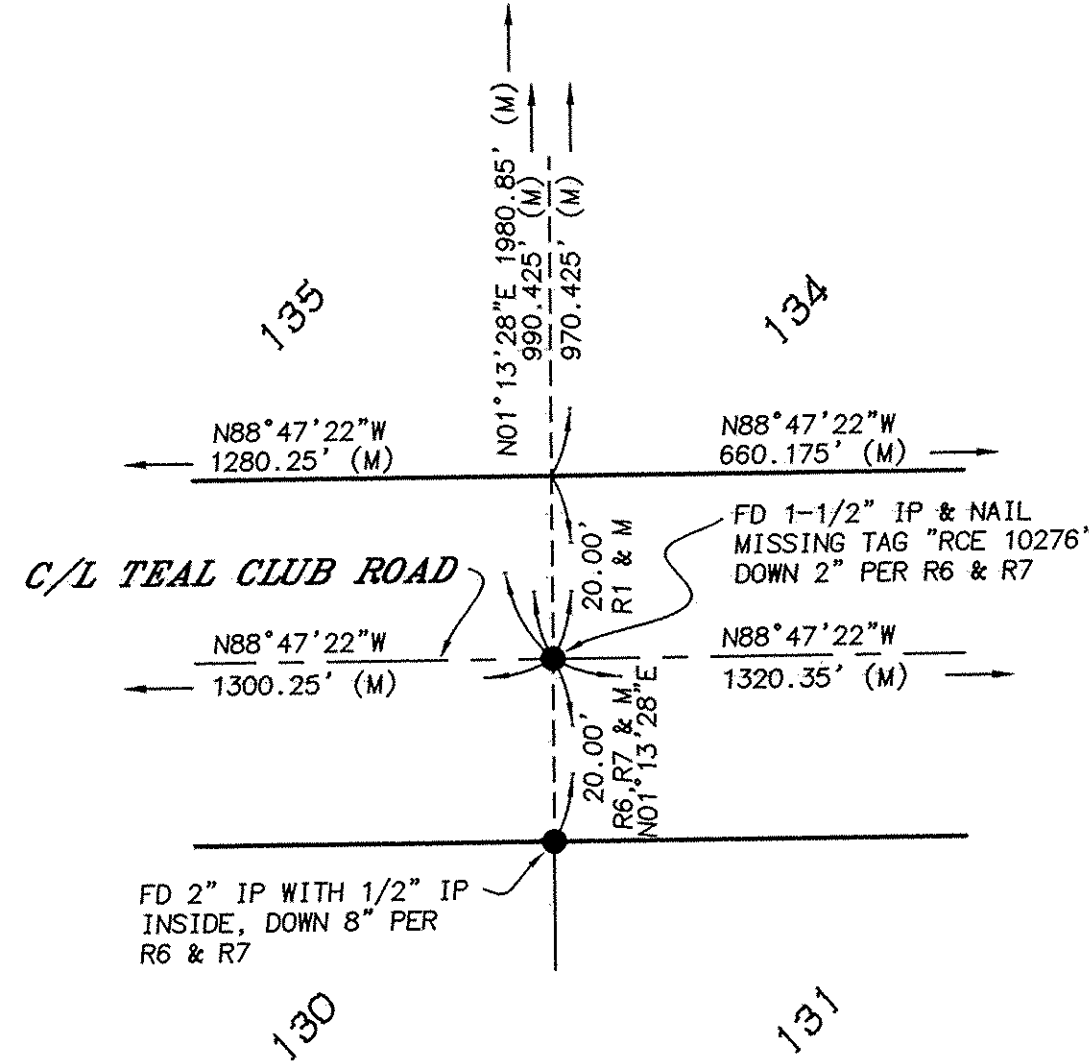
**COUNTY RECORDER'S CERTIFICATE**

FILED THIS 23 DAY OF January, 2006, AT 2:05 P.M. IN BOOK 56 OF RECORDS OF SURVEY, AT PAGE 13-H, AT THE REQUEST OF SUNCAL COMPANIES.

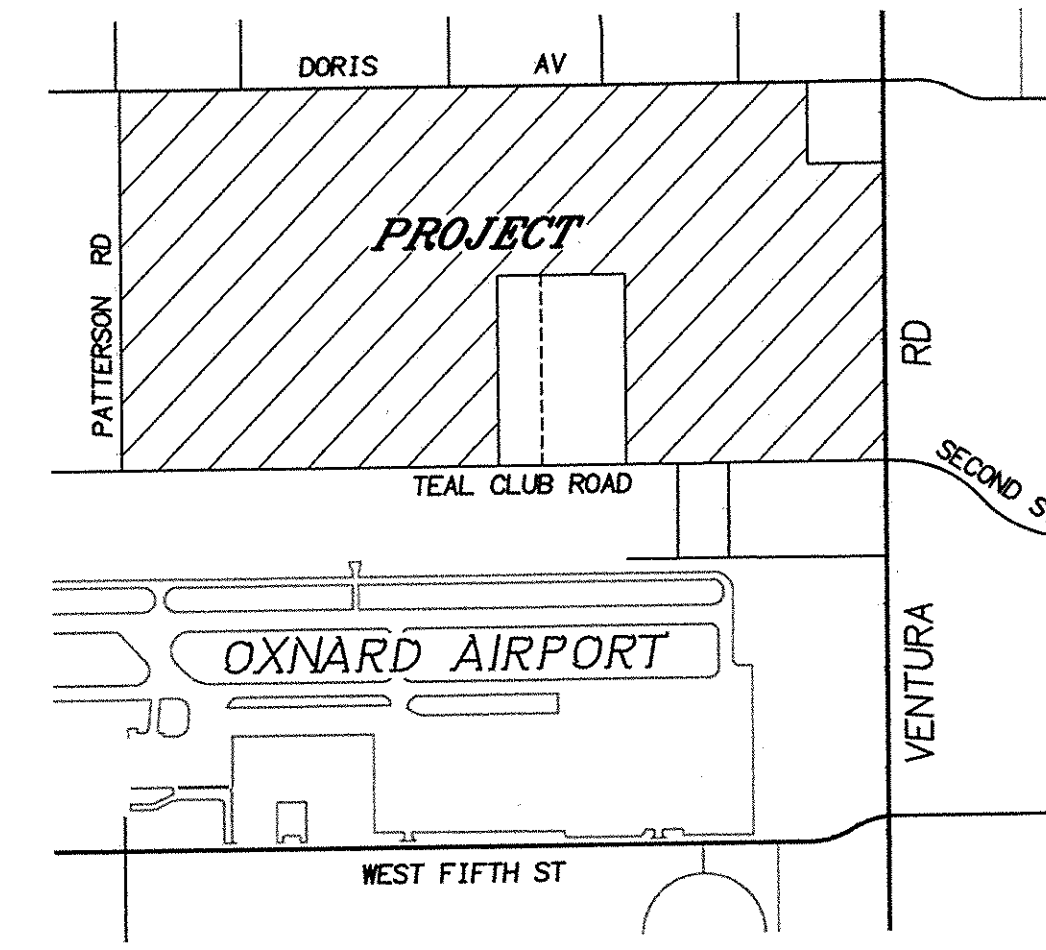
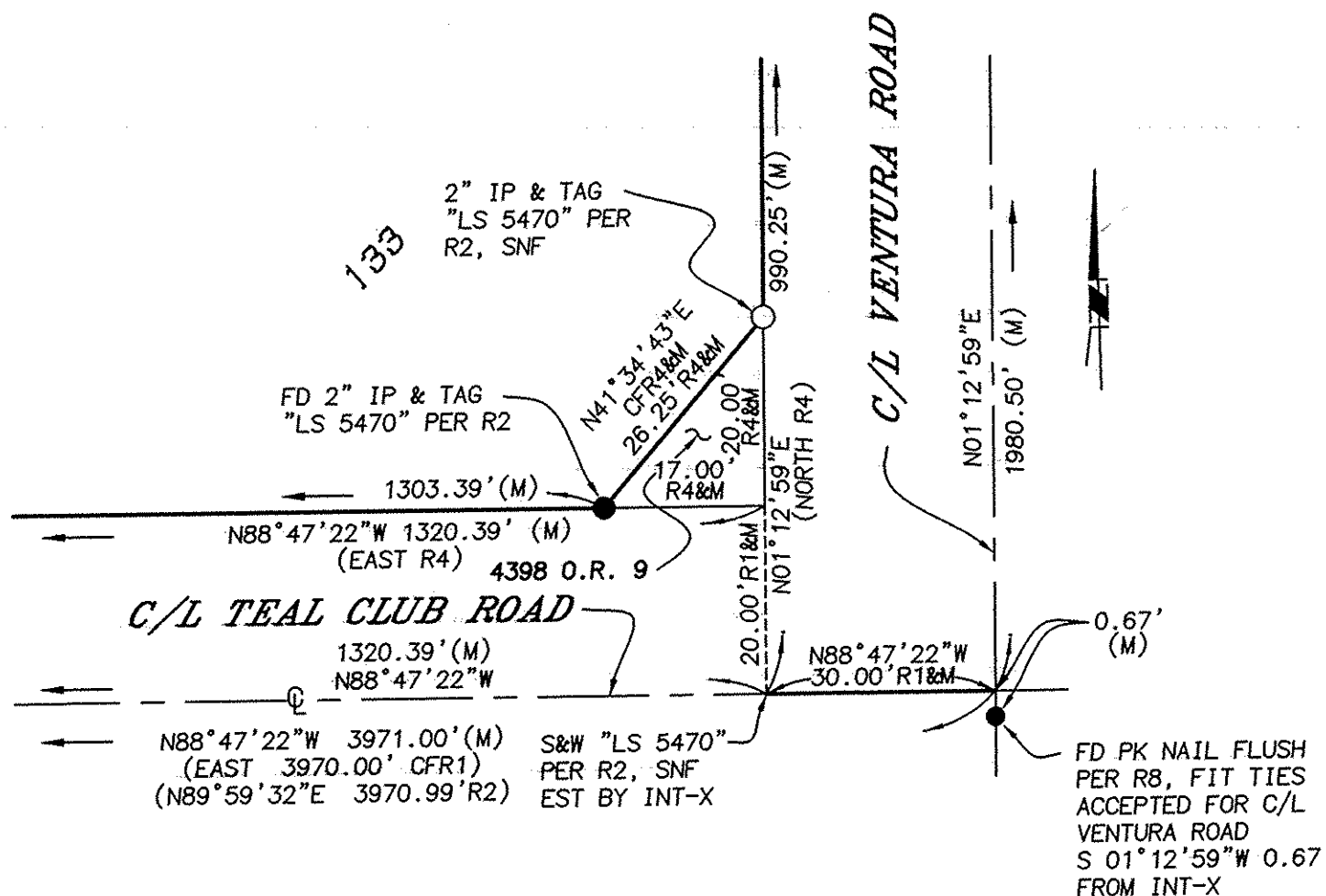
PHILIP J. SCHMIT  
COUNTY RECORDER  
COUNTY OF VENTURA

BY: Jennifer Lujan  
DEPUTY COUNTY RECORDER

**DETAIL "A"**  
NOT TO SCALE



**DETAIL "B"**  
NOT TO SCALE



**VICINITY MAP**

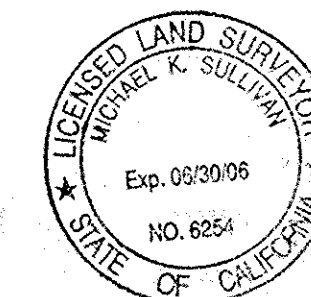
SCALE: 1"=1000'

20060123-0014490  
PLS 7553  
01/23/2006 02:05:19 PM  
Fees: \$8.00  
Ventura County Recorder  
Philip J. Schmit

**COUNTY SURVEYOR'S CERTIFICATE**

THIS MAP HAS BEEN EXAMINED IN ACCORDANCE WITH SECTION 8766 OF THE PROFESSIONAL LAND SURVEYORS' ACT THIS 23RD DAY OF JANUARY, 2006.

RONALD C. COONS  
COUNTY SURVEYOR  
COUNTY OF VENTURA



BY: Michael K. Sullivan  
NAME: MICHAEL K. SULLIVAN  
CHIEF DEPUTY COUNTY SURVEYOR  
P.L.S. 6254 (EXPIRES 6/30/06)

**SURVEYOR'S STATEMENT**

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYORS' ACT AT THE REQUEST OF SUNCAL IN FEBRUARY, 2005.

Matthew J. Vernon 1/5/2006  
MATTHEW J. VERNON  
P.L.S. 7553 (EXPIRES 12/31/2007)



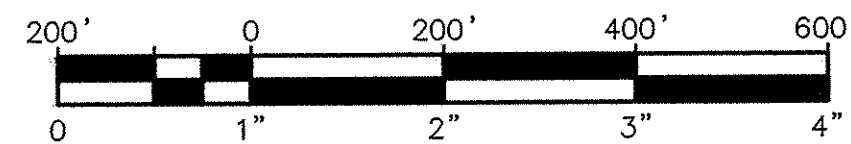
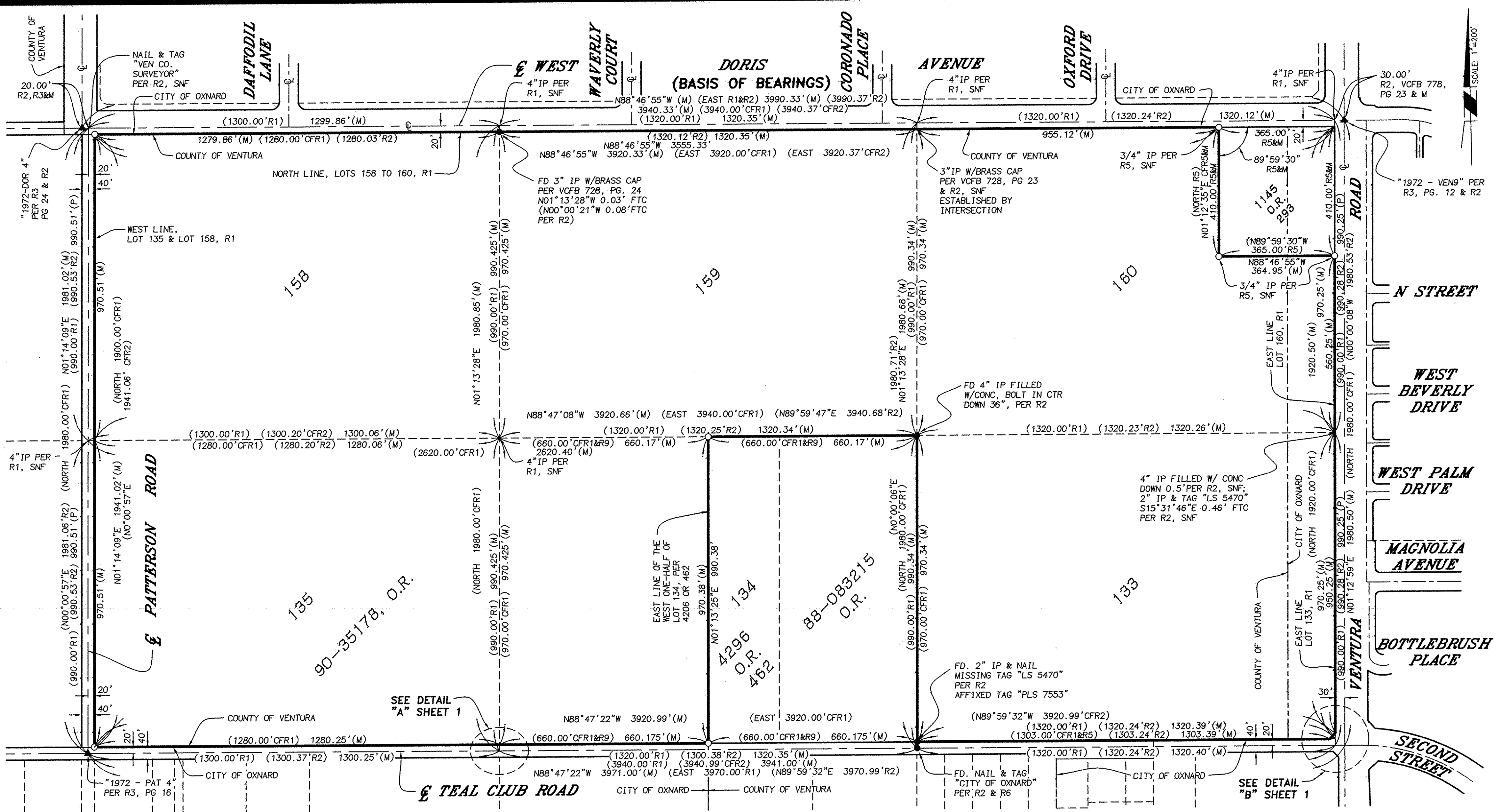
**RECORD OF SURVEY**

IN THE CITY OF OXNARD AND  
IN THE UNINCORPORATED TERRITORY  
COUNTY OF VENTURA  
STATE OF CALIFORNIA

OF LOTS 133 TO 135 AND LOTS 158 TO 160 OF THE MAP OF PATTERSON RANCH, RECORDED IN BOOK 8, PAGE 1 MISCELLANEOUS RECORDS (MAPS), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

FEBRUARY, 2005

SHEET 1 OF 2 SHEETS



SCALE: 1"=200'

**RBF CONSULTING** PLANNING ■ DESIGN ■ CONSTRUCTION  
4880 SANTA ROSA ROAD, SUITE 170  
CAMARILLO, CALIFORNIA 93012-5190  
805.383.3373 • FAX 805.383.3371 • www.RBF.com

**REFERENCE LEGEND:**

- R1 8 MR 1
- R2 45 RS 55
- R3 VCFB 4006
- R4 4938 O.R. 9
- R5 1145 O.R. 293
- R6 41 RS 9
- R7 OXFB 34, PAGE 120 & 121A
- R8 OXFB LL-51, PAGE 242
- R9 4296 OR 462 & 88-083215 O.R.

**MONUMENT LEGEND:**

- ▲ FOUND VENTURA COUNTY STANDARD MONUMENT IN WELL PER R3, STAMPED AS NOTED.
- FOUND MONUMENT AS NOTED.
- SET 1-1/2" IP & TAG "PLS 7553"

NOTE: SEE SHEET 1 FOR BASIS OF BEARINGS AND ABBREVIATION LEGEND.

**RECORD OF SURVEY**

IN THE CITY OF OXNARD AND  
IN THE UNINCORPORATED TERRITORY  
COUNTY OF VENTURA  
STATE OF CALIFORNIA

OF LOTS 133 TO 135 AND LOTS 158 TO 160 OF THE MAP OF  
PATTERSON RANCH, RECORDED IN BOOK 8, PAGE 1 MISCELLANEOUS  
RECORDS (MAPS), IN THE OFFICE OF THE COUNTY RECORDER OF  
SAID COUNTY

FEBRUARY, 2005

SHEET 2 OF 2 SHEETS

RS 3275

**BOARD AGENDA ITEM**

**Name of Contributor(s):** Dr. Morales/Cline/CFW

**Date of Meeting:** 6/24/15

**STUDY SESSION** \_\_\_\_\_  
**CLOSED SESSION** \_\_\_\_\_  
**SECTION B: HEARINGS** \_\_\_\_\_  
**SECTION C: CONSENT AGENDA** \_\_\_\_\_  
**SECTION D: ACTION**   X   \_\_\_\_\_  
**SECTION E: REPORTS/DISCUSSION** \_\_\_\_\_  
**SECTION F: BOARD POLICIES**   1<sup>st</sup> Reading \_\_\_\_\_   2<sup>nd</sup> Reading \_\_\_\_\_

**CONSIDER APPROVAL AND ADOPTION OF THE JUNE 2015 SEMI-ANNUAL IMPLEMENTATION PROGRAM UPDATE AS AN ADJUSTMENT TO THE FACILITIES IMPLEMENTATION PROGRAM**

---

On a semi-annual basis, Caldwell Flores Winters, Inc. provides the District’s Board of Trustees with an update to the Facilities Implementation Program, originally adopted by the Board in January of 2013. This marks the fifth semi-annual update, following those provided to the Board in June of 2013, December of 2013, June 2014, and December 2014. As with the prior updates, the June 2015 report contains a review of program implementation activities completed in the preceding six months and outlines anticipated activities for the next six months. It also reviews the master program schedule and master program budget and proposes adjustments as warranted by changes in State programs, the availability of new data, and pursuant to findings from a series of Board workshops.

The District has made major strides towards achieving the vision and goals adopted in the Facilities Implementation Program, including implementation of an educational program introducing K-5 educational strands at 11 sites, 6-8 academies at three sites and expanded K-8 programs to six sites. The District has fully equipped students and teachers at all of its sites with approximately 18,000 mobile computing devices and has developed a work plan for the replacement of the District’s oldest devices. New facilities projects are in full operation, with re-construction ongoing for the Harrington campus, and design submittal to the Division of the State Architect (DSA) for reconstruction of the Lemonwood and Elm schools. In addition, design is now underway for Early Childhood Development Centers for Harrington and Lemonwood schools that will reutilize reconfigure and modernize a portion of existing buildings at Harrington and Lemonwood for kindergarten and optional preschool use.

Advance planning and Board consideration has also extended to a 12 classroom building expansion at the Marshall campus to implement a K-8 educational program that also addresses interim 6-8 capacity needs district wide, a future 6-8 middle school facility at the Doris/Patterson site to address projected enrollment growth, a District Administrative Support Center to address long term functionality and operational requirements of District Staff, and acquisition and development of an additional K-5 school site.

A revised Master Budget has been prepared that incorporates recommendations established at prior Board workshops, including proposed improvements to Marshall, escalating costs to Elm, the revised scope of the Harrington Early Childhood

Development Center, and adjustments to Program Reserve for land acquisition, as well as the Board's previously approved adjustments to Project No. 1.

---

**FISCAL IMPACT:**

The revised Master Budget recommends total project funding of approximately \$198 million from various sources over time, an adjustment of approximately \$4.4 million reflecting an anticipated decrease in developer fee revenues during Phases 2 and 3 of the program. A corresponding adjustment has been recommended to reduce the unallocated program fund balance with no impact to project budgets. Additionally, the lack of a State bond until at least 2016 requires that the District continue to move forth with Phase 1 implementation using local funds. State reimbursement dollars, in conjunction with remaining sources of local funds, would provide the required local match to garner additional State funding to assist in completing Phase 2 and 3 projects.

---

**RECOMMENDATION:**

It is the recommendation of the District's Superintendent that the Board accepts and adopts the June 2015 Semi-Annual Implementation Program Update.

---

**ADDITIONAL MATERIAL(S):**

- June 2015 Semi-Annual Implementation Program Update Report

---

**GOALS:**

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



June 2015

OXNARD  
SCHOOL  
DISTRICT

# SEMI-ANNUAL IMPLEMENTATION PROGRAM UPDATE

**Fifth Semi-Annual Report to the Board of Trustees**

**CFW**  
*Planning and Financing Better  
Schools for California Students*



Prepared by:

**Caldwell Flores Winters**

1901 Victoria Avenue, Suite 106  
Oxnard, CA 93035

6425 Christie Avenue, Suite 270  
Emeryville, CA 94608

For:

**Oxnard School District**

1051 South A Street  
Oxnard, CA 93030

**Board of Trustees**

Veronica Robles-Solis, President  
Albert Duff Sr., Clerk  
Debra Cordes, Trustee  
Ernest Morrison, Trustee  
Denis O'Leary, Trustee

**District Administrators**

Dr. Cesar Morales, Superintendent  
Lisa Cline, Assistant Superintendent, Business and Fiscal Services  
Dr. Nancy J. Carroll, Interim Assistant Superintendent, Educational Services  
Dr. Jesus Vaca, Assistant Superintendent, Human Resources and Support Services  
Jorge Gutierrez, Executive Director for Facilities Planning, Engineering & Operations



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## SECTION 1:

# PROGRAM OVERVIEW

Caldwell Flores Winters, Inc. (“CFW”) is pleased to present the fifth Measure “R” Facilities Implementation Program (“Program”) Semi-Annual Update to the Oxnard School District (“District”) Board of Trustees (“Board”). The report reflects conditions of the District’s Program between the conclusion of the December 2014 update and the time of this document’s publishing in June 2015. Updates are provided on the educational and facilities implementation components, as well as the funding and sequencing requirements to implement the Program. Recommendations are provided for consideration and further action by the Board over the next six month period.

The planning and implementation of 21<sup>st</sup> century learning environments in Oxnard is driven by two programs — an **education program** that outlines academic achievement opportunities at the District level, and a **facilities program** that describes how capital improvements will support the implementation of the education program. To that end, the Facilities Implementation Program integrates the District’s vision for education initiatives with a facilities plan that supports the implementation of these initiatives.

Since the adoption of the Program in January 2013, the District has been able to:

- Reduce overcrowding at elementary schools by adopting a K-5 educational strand and facilities program at eleven school sites
- Convert the prior three junior high schools to 6-8 middle schools that support an academy based instructional program
- Expand the K-8 instructional program to six K-8 school sites to increase parent choice
- Implement an extended day kindergarten program with improved facilities
- Deploy over 18,000 1:1 mobile devices to students and teachers

## 1.1 EDUCATIONAL PROGRAM

In the first 18 month period, the educational focus was on implementing an extended day kindergarten program and the implementation of the academy programs in grades 6-8. During the last and current six month period, the focus has been on further developing and implementing the K-5 educational strand program. Eleven educational strand programs have been developed, one for each of the K-5 schools. Each is in varying stages of implementation given the resources readily available to the school sites. The development of the educational strand initiatives are detailed in this report and the selection of each strand is identified below:

- Elm: The School of Environmental & Life Science, and Mathematics

- Brekke: The School of Science and Inquiry
- Harrington: Environmental Sciences and the Arts
- Marina West: School of Environmental Science and Creative Arts
- Marshall: The School of Visual and Performing Arts
- McAuliffe: Science Technology Engineering Arts and Math (Steam)
- McKinna: School of Multimedia
- Ramona: The School of Environmental Science
- Ritchen: The School of Science and Technology
- Rose Avenue: The School of Science and Wellness
- Sierra Linda: The School of Health and Art

The focus over the next six months will continue on the further development and integration of the educational strands with the development of the feeder middle school academies. Lessons learned will be utilized in the next 6 month period to work with the K-8 schools to further define and articulate their respective educational programs.

## 1.2 FACILITIES PROGRAM

At this time, Phase 1 of the Facilities Implementation Program is in full operation, and includes the completed implementation of grade reconfiguration, integration of state-of-the-art technology and 1:1 mobile programs, completion of kindergarten and science lab upgrades to 22 classrooms across eight school sites, ongoing reconstruction of the Harrington campus, and design submittal to the Division of the State Architect (DSA) for reconstruction of Lemonwood and Elm schools. For the most part, Phase 1 goals are on schedule and all of the scope of work has been met within the total budget allocated to Phase 1.

In addition, the District is proceeding with the visioning and development of Early Childhood Development centers that will reutilize, reconfigure, and modernize a portion of existing buildings at Harrington and Lemonwood for kindergarten and optional preschool use, subsequent to the completion of each school's reconstruction. Advance planning and Board consideration has also extended to a 12 classroom building expansion at the Marshall campus to implement a K-8 educational program that also addresses interim 6-8 capacity needs district wide, a future 6-8 middle school facility at the Doris/Patterson site to address projected enrollment growth, a District Administrative Support Center to address long term functionality and operational requirements of District staff, and acquisition and development of an additional K-5 school site.

With Phase 1 projects underway, the work program is now focused on completing these projects and reaping the benefits from Phase 1 to initiate the launch of Phase 2 project improvements. During Phase 1, a reuse of plans approach substantially reduced the overall timeline, design and construction cost for

each new school, including classrooms and support facilities. As a result, the District now has two design options (Harrington and Elm) for Phase 2 construction of support facilities; in particular multipurpose rooms at Chavez, Curren, Kamala, and Driffill. A major goal in the next six month period is to work on the required advance planning, selection, siting, and method of construction with the Board for Phase 2 multipurpose room construction at these school sites.

Specific details of the status of each project are provided in this report and summarized below.

- Construction of the new Harrington K-5 school continues and is anticipated to be completed in December 2015. Building exteriors have been completed, site work is underway, and interior finishes and landscaping is anticipated to commence in August. A camera has been mounted at the site and connected to the school District and Measure “R” bond websites for live viewing of the progress. The integration of design and construction of the early childhood development facility at the northeast of the site is anticipated to start in late summer.
- Architectural drawings for the new Lemonwood campus were submitted by Board action to DSA in January with anticipated approval in July. The project is anticipated to receive California Department of Education (CDE) approval in June and the integration of design and construction of the early childhood development facility at the northeast of the site is also anticipated to start in late summer.
- By Board action, architectural drawings for the new Elm Elementary School were approved by the District and submitted to DSA in June with anticipated approval in January.
- A visioning plan and project budget for a 12 classroom building at Marshall has been presented to the Board and is recommended for project approval as part of this report to address the need for interim 6-8 grade level capacity until a new middle school is constructed and to provide Marshall with additional classrooms and a long-term K-8 educational program option, if desired.
- Necessary actions to acquire the Doris/Patterson property as a middle school site continue. An envisioning process with the Board of a conceptual site plan to establish preliminary feasibility and estimated cost has been undertaken, including the potential to accommodate a District Support Center facility. A similar process is underway to identify the feasibility of an additional elementary site for potential acquisition.

### 1.3 FUNDING & SEQUENCING

Given the Governor’s decision to not replenish the State School Facilities Program (SFP) at this time, the Implementation Program has been adjusted as designed to accommodate the delayed funding of the SFP, if necessary, without negatively impacting the Phase 1 improvement schedule or budget. A plan of adjustment and finance is proposed in this report and summarized as follows:

- The remaining \$30.1 million in authorization of Measure “R” bonds is proposed to be sold in support of Phase 1 projects, including the construction of Lemonwood school and remaining Phase 1 projects. As presented to the Board, the sale of bonds is subject to the granting of a debt waiver by the State Board of Education at its July meeting.

- The \$19.8 million in SFP grant applications approved by the Board and filed with the State on behalf of the southwest land acquisition, Harrington new construction, and Fremont and McAuliffe modernizations are assumed to be available as reimbursements to fund Phase 2 project improvements.
- All applications for modernization and new construction eligibility have been updated and adjusted to incorporate the State’s latest increase in pupil grant amounts, resulting in a total net increase of \$4 million in estimated District eligibility since the December 2014 report.
- Additional applications for SFP grant applications will continue to be prepared, submitted for Board approval, and processed through the State for reimbursement in Phase 2 and 3. The anticipated receipt of these funds continues to require future replenishment funding of the State School Facilities Program (SFP).
- Developer fees will continue to be levied, pursuant to periodic adjustment by the Board as established by the annual developer fee study.
- A detailed expenditure report will be maintained of all Measure “R” funds in support of the Program.

The overall sequencing and timeline has been adjusted as needed to accommodate changes in implementation, including availability of funding, time constraints for third party approvals, and required design and construction schedules. Based on the sequencing approved by the Board in December for Phase 1, all such projects are scheduled to be implemented within Phase 1; except as stipulated below:

- Based on the proposed issuance of the final series of Measure “R” funds, construction of the new Lemonwood campus is now scheduled to begin in the fall of 2015, approximately two (2) years in advance of the original schedule.
- Planning for the proposed multipurpose room improvements at Chavez, Curren, Kamala, and Driffill are proposed to be initiated to maintain and accelerate their construction in Phase 2.
- Prospective land acquisition and associated project reviews, approvals and considerations are proposed for the assignment of budget and timeline adjustments.

## 1.4 RECOMMENDATIONS

It is recommended that the Board:

- Accept and adopt the June 2015 Semi-Annual Implementation Program Update as an adjustment to the Facilities Implementation Program.
- Establish a date at its regularly scheduled December 2015 meeting to consider the next six month update.

## SECTION 2:

# EDUCATION & TECHNOLOGY PROGRAM

The District is in its second year of implementing the reconfigured educational program, which is now focused on school site staff to develop and implement a grade K-5 educational strand focus and program. As planned, once the K-5 educational strands are developed, attention will be focused on integration and articulation with the 6-8 and K-8 academic programs. Over the next six months, additional focus will be placed on staff development and commissioning in anticipation of the Harrington school opening in January as the District's first 21<sup>st</sup> century K-5 facility.

The deployment of 18,000 mobile devices on a 1:1 basis to students and teachers now enables greater integration of technology for daily instruction and promotes improved learning and engagement on Common Core State Standards. The District continues to move forward with procurement of network switching equipment, utilizing an opportunity for Federal E-rate grants to enhance data throughput and improve iPad use. Additional recommendations are included in this report pertaining to the necessary replenishment of iPads at the original pilot school site, McKinna. Over the next six months, CFW will support District staff to further develop a District educational portal to increase parent and student access to learning materials, assignments, and performance.

## 2.1 K-5 ACADEMIC STRANDS

Adopted by the Board of Trustees in January 2013, the Facilities Implementation Program called for the development of K-5 Strand Focus educational themes that better prepare students for matriculation to the middle schools. The first year of implementation at each of the K-5 elementary schools was achieved during the 2014-15 school year and was facilitated by an ongoing process of professional development, principal and small group training, and individual meetings.

The Program Team met on January 7, 2015 to outline a work plan for the development of the Strand Focuses at each of the K-5 schools. Over the course of the next six months, the Team collaborated in the development of Strand Focus programs at each school site, convened meetings with the K-5 principals as a group in January and April, held individual meetings with principals, and provided training to small groups of principals on specific topics that were requested.

The goals of the initial group meeting were to: 1) review components of the Strand Focus program, 2) explain how the Strand Focus integrates with 6-8 Academies, 3) assess where each school was in the development of their Strand Focus, 4) determine specific practices to support the development of Strand Focus programs, 5) establish next steps for each school, and 6) provide support with Board presentations. At the April training, principals were given more specific information on Project Based

Learning, specific iPad applications to use for integration with the curriculum, and support available for ongoing development of the Strand Focus programs.

The process of Strand Focus development began by providing information on the components of a Strand Focus. Specific examples were given and a discussion was held with the principals about possibilities at their school. The Team emphasized how the Strand Focus program integrates with implementation of the Common Core State Standards and Next Generation Science Standards and how to integrate Strand development into these initiatives to add rigor to the academic program. Processes for leadership development and consensus building were provided, including methods to ensure every person has a “voice” in the decision and can take ownership of the Strand Focus. These processes were modeled and principals were trained and encouraged to use them. Implementation plans were reviewed, and principals were given feedback for further refinement.

Specific training on how to develop integrated units for the Strand Focus were also provided. Templates were then developed with the principals to use with their staff. Outlines of integrated units were reviewed and principal were given feedback for improving the depth of rigor for the integrated units.

Meetings with principals were held as needed, and together solutions were developed to overcome barriers the sites encountered in the development process. This was an iterative process with discussions over time which had the benefit of providing leadership mentoring in a “teachable moment” and providing support as situations arose that were not anticipated. Each of the K-5 principals presented an update on their school’s Strand Focus implementation at various Board meetings between January 2015 and May 2015. Part of the implementation required each of the schools to develop integrated units that culminated in a student project or product using their strand focus theme.

In addition to the District’s K-5 programs, a strand focus was initiated be developed by each of the K-8 schools in conjunction with the implementation of a Dual Language Immersion Program. Meetings were held with all of the K-8 principals for training on development and next steps for implementation of a Strand Focus at their schools. A goal was set for June 1, 2015 for each of the schools to reach a decision on their Strand Focus and to begin putting together their Action Plan for Implementation for the 2015-16 school year. As with the K-5 principals, the same training was provided to the K-8 principals on the components of the Strand Focus program, leadership processes to use, and specific tools and templates to use with their staffs for the actual development of the integrated units.

The development of the Strand Focus at some of the K-5 and K-8 schools had the additional benefit of unifying the staff with a common purpose or mission. School staff is working together in a collaborative manner which is one hallmark of a school that provides for strong student achievement. In each of the schools, the integrated units provide more rigor to the curriculum through the integration of language arts, math, and science with other academic disciplines. They also incorporate expository reading and writing (a focus of the Common Core), Next Generation Science Standards, and promote student engagement through creation of projects and products. Due to the emphasis on pacing calendars and double blocking of students for language arts and math under No Child Left Behind (NCLB), there was very little time for other academic instruction. In contrast, the Common Core requires students to use



the standards in an integrated manner, in meaningful ways and to work in collaborative groups to create, problem solve and communicate effectively with others – all of which demonstrate 21st century learning standards. The sections that follow provide detailed reports on the development of an Academic Strand Focus at each of the District’s K-5 school sites and include the plan each school has initiated for ongoing development of their Strand for the second year of implementation during the 2015-16 school year.

### 2.1.1 ELM: THE SCHOOL OF ENVIRONMENTAL & LIFE SCIENCE, AND MATHEMATICS

To choose their Strand Focus, Elm’s Leadership Team held a series of meetings to develop a theme, reviewed programs at the District’s three middle school academies, and considered trends in science and math related employment opportunities. Also considered were the educational assets that students and families bring to Elm School. The team presented suggested themes to the entire school staff, which ultimately chose the Strand Focus: Environmental & Life Science and Mathematics.

The school began by developing integrated units with environmental science in the core curriculum for each grade level:

- For transitional kindergarten and kindergarten, the integrated unit was “Animals Live in Different Environments for Many Reasons”. The students used “Classflow” on the iPad to sort animals into categories, gathered a collection of screen shots on the iPad of animals in their habitats, and illustrated a story report on a selected animal.
- First grade students studied “Exploring Our World: Environment Influences my Life”. Students began by formulating opinions and critiquing their neighborhoods, citing evidence for what they have observed, and then drew conclusions about how the environment had influenced their life. The students then compared locations and re-formulated opinions to see if their original conclusion held true, changed or expanded. They read books about the environmental influences in other parts of the world and used their iPads for research and recording of information.
- In second grade, the students studied natural habitats and the effects on plant and animal life. Students wrote a cause and effect report on seasons and the effect on leopards. They read books about the natural habitats and used their iPads for research and recording of information.
- The integrated unit chosen for third grade was “Conflict Influences a Person’s Decision about Environment”. The students produced written opinion pieces supporting a point of view. Again, students read books on conflict related to the environment and choices people make. They used the iPad for research and recording of information.
- “Amazing Stories: People must Adapt to Changes in Life” was the integrated unit chosen for fourth grade students as it incorporates the life skill of being resilient to overcome obstacles.

Students studied energy sources and the effects of these sources on the environment. They used books and iPads for research.

- In fifth grade, the students studied how the “Environment Creates Change in Groups of People”. They read informational text and created a *Showbie* presentation on their iPads.
- In the After School Program, the students cultivated, planted and cared for the school garden.

The Academic Strand was communicated to parents at English Language Advisory Committee (ELAC), School Site Council (SSC) meetings and at the “Monthly Coffee with Mrs. Ramos” gatherings. In addition, the theme was referenced when EdConnect messages were sent to all parents in the District. The school has also created an Elm University which works with local universities to recruit teacher candidates and provides professional development in science for the teachers currently at Elm School.

The Strand Focus for Elm Elementary will be further developed next year with the addition of an additional integrated unit that uses English Language Development as the controlling standard for the academic focus of environmental and life science and mathematics. The goal of the school is to develop partnerships within the community such as the City of Oxnard and the Environmental Protection Agency to implement a recycling program for the entire school.

#### 2.1.1.2 BREKKE: THE SCHOOL OF SCIENCE AND INQUIRY

For several years Brekke Elementary School has emphasized a focus on student inquiry, in part by utilizing a set of learning tools known as the “Depth & Complexity Icons.” These tools add rigor to instruction and help students explore a subject through its trends, rules, details, perspectives, ethical issues, and changes over time. Given this background, the Brekke staff believed that a Strand Focus of inquiry was a good fit for the work they had already begun. The staff further recommended the addition of science to the Strand Focus, as the staff is passionate about its importance for their students’ success in life. Inquiry is viewed as a necessary component for being a good scientist. Thus, the school became the School of Science and Inquiry.

The school staff was organized into four leadership teams: Strand Focus Development, Common Core State Standards (CCSS), Technology, and Writing. The four teams came together to develop a school-wide Action Plan for implementing a yearlong Strand Focus that integrated each team’s findings. The staff began with a driving question, “How do we get our students involved in science?” This fit with the use of Depth & Complexity Icons as well as the conceptual thinking and complex reasoning required by the CCSS. The school began by having every child participate in labs that focus on the scientific process.

Brekke utilized one of its available classrooms as a science lab and involved every child in lab activities throughout the year. Each month a different scientist was highlighted and students researched what they were known for and how they contributed to the world. Science was integrated with English language arts through expository reading and writing and into math through collecting and analyzing data. Every student kept a science journal of recorded observations and notes. In one lab, the growth of

bacteria was considered: bacteria were collected from around the school, students wrote research papers about Jonas Salk, and looked at different bacteria through microscopes. They read about bacteria as well as made and tested hypotheses on places in the school that would have the most bacteria.

Brekke’s Action Plan for Science and Inquiry is detailed in the chart below:

Month	Topic	Writing Piece	Scientist	Type of Science
October	Observations and Creating Questions	Note taking, opinion statements		
November	Background Information and Research	Expository, taking notes	Jonas Salk	Life
December - February	Forming and Testing a Hypothesis, Data (collecting, analyzing and evaluating results)		Thomas Edison	Physical
March	Forming a Conclusion Based on Results	Writing a conclusion statement	Beatrix Potter	Natural (Biology)
April	Student Conducted Science Experiments (Demonstration vs. Experiments)		Students	All
May	Reflection			
June	Science Fair			

A Science and Inquiry Parent Night was held in May to highlight student work completed during the year and present the plan for the following year. The principal has also spoken about the Science and Inquiry Strand Focus during ELAC and Coffee with the Principal meetings.

Brekke has developed an Action Plan for the 2015-16 school year beginning with the topic of science lab norms, expectations and use of equipment. The next topic will be learning how to make good observations and create good questions. Students will then learn how to gather background information and do research. Beginning in January, 2016, they will work for three months on forming and testing hypotheses, and in collecting, analyzing and evaluating data. In April, students will learn to form conclusions based on the results of science experiments. All topics will be integrated into the CCSS for English language arts, math and the Next Generation Science Standards.

### 2.1.3 HARRINGTON: ENVIRONMENTAL SCIENCES AND THE ARTS

Harrington Elementary has chosen Environmental Sciences and the Arts as their Strand Focus, building upon the use of the school’s garden as a learning environment and adding the arts to prepare their students for the academy curriculum at Haydock Middle School, where many students matriculate.

For the first year of implementation, each grade level developed an integrated unit of instruction in the Arts that incorporated English Language Arts and Math Common Core State Standards, English Language Development standards, technology and project based learning. Outside experts taught music lessons and all students had the opportunity to go on field trips and attend assemblies with an art focus. These events were paid for by grants as well as PTA and school site budgets. The principal established partnerships with local artists through Focus on the Masters, with additional outreach made to establish

art, music and performance programs for the students in addition to creating mentor relationships with university programs.

The school expanded the garden and nutrition education program to all students and organized field trips to local agriculture and marine environments. The staff began using new technology to access virtual learning and participated in science professional development to implement the Next Generation Science Standards. The school leadership team explored the viability of hosting a weather station at Harrington and determined that it is a good fit for the school. In addition, the principal continues to seek partnerships for Science Technology Engineering Arts and Math (STEAM) and applied for the Educational Foundation Grant to expand science projects into the after-school program.

Ongoing communication with parents occurs at parent meetings, via the school web site, and to attendees of fieldtrips as well as Parent Teachers Association (PTA), ELAC and SSC meetings. Because the PTA exclusively funds assemblies and fieldtrips, and because both of these learning opportunities are now integrated with Environmental Science and the Arts, parents receive frequent updates about development of the Strand Focus.

For the 2015-16 school year, the school will add a piano keyboarding class within its new facilities that will give students the opportunity to learn to read music and play an instrument. A second integrated unit is being developed based on efforts by the principal and a local TV station to bring a Weather Station to the school. Once installed, this weather monitoring device will help students learn about weather patterns, how to make predictions based on data, and how to do weather broadcasts. The staff will provide more hands on and project-based learning experiences in the area of Environmental Science while also adding arts activities such as dance to the physical education curriculum. The principal will continue to meet with the Marina West principal and Debbie West to share ideas and develop articulation of the K-5 Strand Focus with the middle school academies while the staff continues to build professional capacity and allocate time and resources to further develop of the program. Parent support will continue with workshops that share their talents in the science and arts with students.

#### 2.1.4 MARINA WEST SCHOOL OF ENVIRONMENTAL SCIENCE AND CREATIVE ARTS

The Marina West staff chose a Strand Focus of Environmental Science and Creative Arts, with particular emphasis on water and agriculture given the proximity of the ocean and agricultural land. The Environmental Science emphasis will prepare students for academy opportunities at Haydock where many of the students matriculate, raise awareness of the human impact on the natural world, encourage environmental stewardship, and develop a foundation for higher education and well-paying jobs in science. The Creative arts emphasis provides an additional outlet for students to display their strengths, provides a way for different types of learners to feel successful, confident and motivated, and establishes another path to college or career choices.

To develop the Strand Focus, staff engaged with Nature Bridge, an organization that provides professional development focused on hands-on learning experiences to students in science. In addition, the principal worked in collaboration with Debbie West and the Harrington principal to share

information, ideas, and resources as well as considered articulation with the three middle school academies. The Parent Teacher Association (PTA) funded an Artist in the Classroom program to provide instruction on drawing, painting, sculpture and dance, while creative writing was highlighted in the Online Writing Magazine that showcased exemplary writing of students from every grade level.

Marina West staff decided that all field trips would be Science and Art oriented: Kindergarteners experience the Butterfly Conservatory, first and second grades saw a performance by Chinese dancers, third grade went to the Natural History Museum, fourth graders attended a Symphony, and fifth grade experienced the Maritime Museum Floating Lab.

The staff developed integrated units in the area of Environmental Science organized around Water/Agriculture and Sharks, with a culminating research paper on the shark selected per grade level:

Grade	Water/Agriculture	Sharks
K	Life Cycle	Nurse Shark
1 <sup>st</sup>	Food Chain	Leopard Shark
2 <sup>nd</sup>	Beach Conservation	Whale Sharks
3 <sup>rd</sup>	Ecosystems	Hammerhead Sharks
4 <sup>th</sup>	Aqueducts	Tiger Sharks
5 <sup>th</sup>	Petroleum Environmental Impact	Great Whites

In the spring, Marina West held an arts event for parents known as the Spring Fling wherein every class showcased student art projects and each grade level performed a dance or song.

Ongoing development of the Strand Focus will include the addition of one more integrated unit for each grade level. Teachers will continue to work collaboratively during their grade level planning time to ensure art is incorporated into core curriculum lessons and units and will align both with Artist in the Classroom projects. In addition, the principal is working with outside organizations to expand the school garden to serve as a living environmental science lab.

#### 2.1.5 MARSHALL: THE SCHOOL OF VISUAL AND PERFORMING ARTS

Marshall has developed a Strand Focus of Visual and Performing Arts, setting an expectation for each grade level to perform in drama, music and dance and to incorporate the visual and performing arts into their core curriculum.

- Drama presentations for second through fifth grade students included a second grade Musical Presentation, a third grade dramatic role play, a fourth grade Musical and Reader’s Theater, and

a fifth grade musical drama. These presentations were integrated with English language arts Common Core State Standards.

- An introduction to instrumental music was provided to fifth grade students, who formed a “band” by learning to read music and play a recorder. The school established a Ukulele Club, participated in the Oxnard Music Advocacy Group (OMAG), held an Evening of Song, and attended the Oxnard High School Winter Show.
- Dance instruction for students in Kindergarten or Transitional Kindergarten integrated singing, while Latin Dancing instruction was provided to all students and fifth grade classes learned square dancing. Dance instruction was further promoted in workshops and interactive assemblies that included presentations by Crenshaw High School Choir and Stepping, Roots of Latin Dance, and Dancing around the World.

Historical connections and world knowledge were integrated through student awareness and discovery of art forms from various cultural backgrounds. Students gained confidence and satisfaction as they learned to identify and distinguish artistic styles, compare and contrast these styles, and engage in problem solving, analysis and synthesis as they worked on their performances. In addition, language development was enhanced through visualization and performance using visual, kinetics-motor and auditory learning modalities.

Students learned about Art History and were engaged in the Visual Arts through individual and cooperative drawing, painting, clay sculpting, and other mediums. Visual Arts was linked to the core curriculum through the use of note taking, developing opinion statements, expository writing, and understanding how to compare and contrast. Each student created one piece of visual art and the Artist in the Classroom program brought additional visual arts experiences to the students. Students participated in Oxnard Scholars Winter Mural and attended field trips to museums and concerts. Like Marina West, the school also held a celebration attended by parents called Spring Fling to feature the work the students had done in music, dance, art and writing.

The Marshall Elementary leadership team has begun planning for future development of their Strand Focus by developing grade level expectations for the Visual and Performing Arts, developing additional units of study that integrate the Common Core State Standards with the Visual and Performing Arts, exploring additional options for reaching out the parents as well as community partners, and evaluating participation in the programs and events held this year to determine what to build upon for next year. A goal for next year is that all students learn how art relates to culture, time periods, history, country of origin and geography. The school plans to expand their music program with enrichment activities in the Afterschool Program such as Ukulele Club, percussion instruction and other visual and performing arts.

#### 2.1.6 MCAULIFFE: SCIENCE TECHNOLOGY ENGINEERING ARTS AND MATH (STEAM)

McAuliffe chose the strand focus of Science Technology Engineering Arts and Math (STEAM) to further explore the identity of the school, whose name memorializes Christa McAuliffe, a teacher assigned to the Space Shuttle Challenger mission and one of seven crewmembers who died in the shuttle explosion.

The McAuliffe staff met several times to develop the STEAM selection and chose to use an inquiry model for their first year implementation.

Staff for each grade level chose a unique driving question around the topic of “Ocean Defenders” as the focus of their integrated unit. The teachers integrated social studies, language arts and math Common Core State Standards with the Next Generation Science Standards for the curriculum units developed. To complete the projects, students were required to collaborate, create, communicate and participate in critical thinking activities that teachers provide through their instruction. The integrated units and student projects are outlined in the chart below:

Grade	Driving Question	Student Project
T/K-K	How can recycling help our oceans?	Illustrate clean and duty oceans
1 <sup>st</sup>	Why are oceans important to me?	Write and display the interdependence between the ocean and humans.
2 <sup>nd</sup>	How do humans affect the ocean habitat and marine animals?	Board display showing the effects of human trash, video display
3 <sup>rd</sup>	How do our local coastal water environments differ and how can we keep it clean?	Mural, musical play “Oceanography,” 3D creations
4 <sup>th</sup>	How did the channel islands affect the history of California?	Publish portfolio of ocean animals and habitats
5 <sup>th</sup>	How are ships designed to travel the sea?	Build a floating ship

Students participated in distance learning through virtual field trips facilitated by their iPads and learned to make presentations to other students, parents and guests at the school’s Ocean Night. Partnerships were developed with the following groups: Aquarium of the Pacific, Jason Learning, Project Noah, Channel Islands National Park, Maritime Museum, Ty Warner, Fillmore Fishery and Island Packers.

McAuliffe will continue to develop their STEAM Strand Focus by working together in professional learning communities (PLC). The school will participate in professional development on the implementation of Project Based Learning and will work to align the Common Core State Standards with efforts to develop integrated units and parent and community partnerships.

**2.1.7 MCKINNA: SCHOOL OF MULTIMEDIA**

McKinna Elementary School has been named an Apple Distinguished School for three consecutive years as a tribute to the early efforts by staff to pilot and utilize iPads for multimedia learning. As the School

of Multimedia, McKinna envisions students shifting from consumers of digital media to becoming content creators prepared for success at the District's middle school academies.

School staff has used the SAMR model (Substitution, Augmentation, Modification, and Redefinition) to integrate instruction with technology, beginning by substituting technology for activities previously done on paper, such as using an iPad app instead of a worksheet, or by augmenting classroom instruction, such as adding use of the iPad's dictionary application to an otherwise traditional lesson. The staff is using technology to modify their instruction, for example by using "Educreations" software that allows students to create reports that can then be presented and shared. The final level of integration requires use of technology to redefine the educational experience. Applications such as iMovie and Vscreen have redefined student created video projects while Skype has created new opportunities for virtual field trips on a regular basis, such as a class video conference with a night zoo keeper in London, England.

In 2013-14, each grade level created one integrated unit and in 2014-15, each grade level created two integrated units. Examples include:

- Kindergarten students began this year with the integrated unit "How do we keep safe?" They created portfolios of images on their iPads of people who are allowed to pick them up from school or other events. Students demonstrate reading, writing, speaking and listening as they create and give feedback on blogs supervised by the school.
- First grade students studied, "What can we do to Make Our World Better for People and Animals?" The students created books on iPads, used Educreations, Story Creator, and made public service announcements.
- Second grade students studied, "What is a Mammal?" They produced a visual and oral report and did research on the iPad.
- Third grade students studied, "How do Animals Adapt to their Environment?" They began by reading "Charlotte's Web." They used Educreations to create reports that they then presented and shared.
- Fourth grade students studied, "What does Culture mean to me?" Students did a culture snapshot, heard from guest speakers, and wrote about Latino culture during National Hispanic Heritage Month. They created a book using Think Link and/or iBooks Author.
- Fifth grade students studied "The Weather," did research on its effects, and created a newscast using iMovie, V Screen or DoInk. The use of "green screens" when doing the weather forecast allows them to superimpose images behind them as they broadcast the information.

Parents and community members attended student presentations and shared their expertise, advice and feedback to the students. For example, the fourth grade participated in a planning project to redesign the school playground. First students drew a two dimensional design, later followed by a three dimensional model on their iPad. The District's Director of Facilities and an architect presented



information to the students, reviewed their plans, and gave feedback on their designs which the students then modified. Every child in the school also participated in “Hour of Code” activities in which they did some form of computer programming. The school partnered with video game developers at the University of California Santa Barbara, who worked with McKinna students as they learned to program video games. The programmers judged the final products the students created, and those scoring high enough entered regional competitions.

McKinna has planned for the ongoing development of their Multimedia Academic Strand Focus, with new integrated units to be decided for each grade level next year and continued use of the SAMR model for full integration of technology into the curriculum and instruction. Students will continue to create digital content using Keynote and iMovie as well as additional multimedia applications. The staff has embraced Project Based Learning and will continue to teach through projects that students create.

### 2.1.8 RAMONA: THE SCHOOL OF ENVIRONMENTAL SCIENCE

Ramona identified a Strand Focus on Environmental Science after gathering input from teachers and parents and examining the Department of Education’s Career Technical Industry Clusters to determine pathways students would be matriculating to at the high school level. The staff then researched science curriculum and selected the Full Option Science System (FOSS), a hands-on elementary curriculum created by the UC Berkeley Lawrence Hall of Science and aligned with the Next Generation Science Standards.

Classroom instruction at the transitional kindergarten through second grade levels focused on exploration. The transitional kindergarten and kindergarten students studied the “Changes around Us: Plants, Animals and People”. First grade studied “Biomes” and performed a play on the same topic, and second grade studied “Structures of Living Things: Plant Life”. Beginning in third grade, the students began to investigate the world, studying “Adaptation in Water/Antarctica.” Fourth grade studied the “Wetlands” and fifth grade studied “Ocean Acidification”. All grades integrated the scientific reading with language arts activities in the classroom.

Additional strand-related activities have included a World Oceans Day attended by parents, where student projects were displayed, three assemblies were held (Mad Science, Trash and Recycling, and Water) and an environmental science fair was conducted. Field trips centered on environmental science were made to the Painted Pony Farm, the California Science Center, and the Channel Islands National Park Visitor Center. An afterschool Junior Science Club has been established for all fourth and fifth grade students as well as GATE students in the third grade. Additionally, part of the library is now utilized as a Maker’s Lab to offer students a place to complete iMovie projects with a green screen or use smaller stations for individual and small group work so that students can work together on projects with an environmental science focus.

Parents are engaged with the Strand Focus through an internet reading program loaded onto each student’s iPad in which students can download up to twenty books at a time, either at school, home or community access locations provided to parents. Over Spring Break, 239 students accessed books

related to Environmental Science and over the course of the school year, a total of 93,000 books were downloaded and 63,000 books read. Students showcased their work on the iPad, and shared their work with their parents, many of whom participated by reading to their children in both English and Spanish.

Ramona will continue to develop their Academic Strand Focus for the 2015-16 school year by offering science professional development to teachers so they may further develop integrated units focused on environmental science that incorporate a technology component. The school will use its Maker's Lab as they add additional activities in which the students create projects with an environmental science focus, such as robotics or electricity from new energy sources. The World Oceans Day will be expanded into a weeklong learning celebration next year and the successful Science Club will be further developed.

### 2.1.9 RITCHEN: THE SCHOOL OF SCIENCE AND TECHNOLOGY

Inspired by science instruction at the District's Middle School Academies, Ritche Elementary staff chose Science and Technology as the strand focus for their school to provide students with essential knowledge for future opportunities in higher education and well-paying jobs. Technology was also chosen to prepare students not only to use technology and digital media in a way that enhances their reading, writing, listening and speaking, but also to have students be creators and problem solvers using technology in the global economy.

In support of the Strand Focus, Ritche adopted the "Train-the-Trainer" or "Expert" model for professional development as it not only maximized school resources, but it also helped with ongoing sustainability. Each grade level sent a teacher representative to the National Science Teacher Association (NSTA) conference as well as another teacher to the Computer Using Educator (CUE) conference. Following their training, the teachers provided professional development for the entire staff, supported their grade level colleagues in creating integrated units, and presented to parents during family events held at the school.

During this first year of implementation, Ritche Elementary developed a unit of study for each grade level that integrates the Next Generation Science Standards with Common Core State Standards for language arts, mathematics, and technology. These units are in the domains of life and physical sciences and include the following titles:

- TK/Kindergarten: Animals live in different environments for many different reasons.
- 1<sup>st</sup> Grade: From Molecules to Organisms
- 2<sup>nd</sup> Grade: Insects and Plants: Investigations
- 3<sup>rd</sup> Grade: Motion and Matter
- 4<sup>th</sup> Grade: Energy and Natural Resources: How their uses affects the environment.
- 5<sup>th</sup> Grade: Mixtures and Solutions/Metric Measurements

The goal for Ritche Elementary was to have technology integrated in all curricular areas. Once receiving iPads in October 2014, the staff decided to begin using and participated in training on iPad applications that could be used effectively by all grade levels (Educreations, Edmodo, QRcodes and ThinkLink). Specific iPad applications that were tailored to the individual needs of students at each

grade level were also chosen. Transitional kindergarten and kindergarten chose “ABCs”, first and second grade chose “Learn to Read”, and fourth and fifth grade chose iMovie.

A pilot enrichment program for GATE identified or other high performing 2<sup>nd</sup>-5<sup>th</sup> grade students was established pursuant to the Local Control Accountability Plan (LCAP). Second and third grades learned computer coding with their iPads and were challenged to learn a new programming language called “Blockly.” Students learned programming vocabulary such as algorithms and iteration and improved math skills as well as engaged in “unplugged” activities to help their understanding. Students in fourth and fifth grades worked on an integrated physics curriculum that focused on roller coasters. They learned Newton’s three laws of motion and completed experiments using the Scientific Method to prove each law, recording their thoughts and findings in a classroom blog. Students completed a research project about important scientists, which concluded with a “Prezi” presentation created by small groups. At the culmination of this unit, students created a roller coaster to demonstrate their knowledge of such concepts as kinetic and potential energy.

The Mouse Squad is a group of fifth grade students in the After School Program that are learning technology skills to troubleshoot problems that arise with computers and iPads. These students are given many opportunities to use their skills during the school day as they troubleshoot technology problems in a real world learning environment.

Ritchen’s plan for ongoing development of its Academic Strand Focus for the 2015-16 school year begins with reorganization of the staff into four committees: Leadership Team, Science Committee, Technology Committee and Writing Committee. These committees will take a leadership role in the ongoing development of the Strand Focus and will collaborate to train the rest of the staff after they have attended training in their respective areas. The goal is to develop a second integrated unit that will use the common core state standards for ELA, ELD, and Next Generation Science Standards and incorporate technology into each of the lessons. As a part of the integrated unit, students will be required to create a project to demonstrate content mastery. Teachers on these committees will host science nights for parents and students and the focus for all students will be on providing further enrichment opportunities in Science and Technology.

#### 2.1.10 ROSE AVENUE: THE SCHOOL OF SCIENCE AND WELLNESS

Rose Avenue staff chose the strand focus of Science and Wellness. This year, each grade level developed an integrated unit with a culminating project. Examples include:

- Transitional kindergarten and kindergarten students studied the “Life Cycle of Animals” and visited the Moorpark Zoo and Underwood Farms. They held conversations about the life cycle of animals as well as read and wrote about farm animals and butterflies.
- First grade students studied the “Life Cycle of Plants”. They learned about sprouting seeds, took plant walks, classified leaves by shape, size, and color, and also visited the Underwood Farms to observe and classify the animals.

- Second grade students studied “Earth’s Fossils”. They researched mammals and predators, developed diagrams, wrote about the animals, analyzed videos, and related the water cycle to the life cycle.
- Third grade students studied “Adaptations and Habitats”. They visited the Santa Barbara Museum of Natural History Sea Center, used binoculars to observe and compare animals, researched various animals and their habitats, made dioramas and dissected birds.
- The fourth grade studied “Ecosystems” and learned about food chains, wrote research papers within foldable books, studied archeology, and toured the Santa Barbara Museum of Natural History.
- The fifth grade students studied “Agriculture and Horticulture”. They propagated succulents, used their iPads for research, and produced drawings of their findings.

Each of the units of study developed was integrated with the Common Core State Standards as noted in the chart below.

Grade	Integrated Unit	Core Curriculum Standards	Student Project
TK/K	Life Cycles - Animals	ELD KP1.B5/B6; KOAA1/AA2; ELA RL K5/K6/K7/K9, RIK6, RIK7, RIK9	Writing a journal entry, writing a number sentence
1 <sup>st</sup>	Life Cycles – Plants	Sci. LS 1.2; Math 1.MD -2/-4; ELA W1.7, PE Movement 3.1; Art Creative Exp 2.6; Social St. 1.2	Paragraph based on research, Math chart with apple graphs
2 <sup>nd</sup>	Earth’s Fossils	ELA R1-10, SL2 Informational Text/Lit.	Animal research report
3 <sup>rd</sup>	Adaptations & Habitats	ELA IT W3.2, RI 3.3 main idea, 3.9, Literacy 3.1,	Research paper & oral presentation focusing on animal adaptation.
4 <sup>th</sup>	Ecosystems	ELA 4 –LS1-1, Math 3, Social Studies 4.1,	Research essay with illustrated poster and oral presentation.
5 <sup>th</sup>	Agriculture & Horticulture	ELA 6-8.7/6-8.8/6-8.9 ELA Lit. 7 Integration of Know & Ideas; 3 Explain Relationships between events, ideas, concepts; Vis & Performing Arts 5.0/5.1	Science fair project and oral presentation

Annual school traditions have taken on the Academic Strand Focus to provide stronger links to learning. For example, the end of the year carnival focused on science and wellness with 15 booths that contained activities such as distribution of bicycle helmets for safety and students collecting plant seeds to take home for their own garden. The annual spring jog-a-thon focused on health and wellness by adding instruction about healthy eating, healthy activity, and how jogging supports the body’s health, with many parents and staff modeling this behavior by participating in the run. This has extended to staff outside of structured events, with some expressing their desire to improve their health and fitness

as role models. Science activities were promoted through a newly established partnership with Ventura Community College, which donated 19 state-of-the-art microscopes.

Rose Avenue will continue to develop their Academic Strand Focus of Science and Wellness, develop a brochure to share with parents and the community, launch a school wide science fair, and add an additional integrated unit at each of the grade levels next year. The Technology Committee is researching iPad applications that support and integrate science and will purchase various applications for the students to use in the 2015-16 school year. Rose Avenue will form a Science Club for additional science enrichment activities and one of the school's two computer labs will be converted into a science lab with an adjoining door into the adjacent computer lab. This configuration will provide a Maker's Lab where students can design work in the computer lab and then build or assemble their work in the science lab.

#### 2.1.11 SIERRA LINDA: THE SCHOOL OF HEALTH AND ART

Sierra Linda chose "Health and Art" as their Academic Strand Focus following staff collaboration through a series of meetings and discussions. For the first year of implementation, the staff created integrated units that culminate in student-created art projects to show content mastery. Students design and illustrate blank pages in their own "Bare Book" by writing a fiction or non-fiction work and creating a related cover design. When finished, each student has their own published book to take home.

For the Health focus of the school, staff emphasized physical education, nutrition, and sports through school wide events such as Jog-a-Thon and Jump Rope for Heart. More intentional emphasis was given to structured physical education instruction and its relationship to good health. The Arts were integrated into the physical education instruction by having students participate in Zumbia dance instruction. Staff used "GoNoodle" to engage students in short physical activities near their desks — also called brain breaks — wherein students learn the relationship between the brain and learning and the importance of motion and physical activity to keep the brain active and engaged. For nutrition, the school participated in a fresh fruit and vegetable program that included a Dairy Council lesson for the students. Students also took a field trip to Underwood Farms. The prior sports program consisted of basketball, volleyball, and track. This year, the school added distance running. This new group receives specific instruction on distance running performance, including proper pacing and the walk-run combination. Distance running has become very popular at the school and has extended to weekend activities that include parents and teachers running with students in local 5K's.

The following table outlines the integrated units taught, standards integrated and the projects students completed.

Grade	Integrated Unit	Core Curriculum Standards	Student Project Completed
TK/K	Down On the Farm	Writing Emphasis: WK.7, WK.8, SLK.1, R1K1 Art Content Standards: 2.2, 2.3	Animal Collage
1 <sup>st</sup>	All Things Change Over Time (ELA CCSS Integrated Unit)	ELA: W.1.2, W1.5, W.1.8, RI.1.1, RI.1.2, RI.1.5, RI.1.7, RI.1.10, RL.1.15, SL 1.1-1.6, ELD.P1.1.10, ELD.P1.1.6 Art Content Standards: Visual Arts 1.3, Theater 2.0	Play – Life Cycles Butterfly Drawings
2 <sup>nd</sup>	Life Cycle Unit	ELA RL.2.1, RL.2.7, RL2.1, SL2.1, W2.5, W.2.7 Art Content Standards: Visual Arts 2.1, Music 2.1	Brochure, gallery walk to showcase brochure, chanting, drawings, diagrams
3 <sup>rd</sup>	Solar Systems/Earth Sciences	ELA: RL3.1-3.10, SCI 3ES.4, 3IE.5 Art Content Standards: Visual Arts 2.0, 2.1, 2.4, Theater 2.0	Drawings of Solar System Play of Solar System (“Vacation on Mars”)
4 <sup>th</sup>	Native American Homes	ELA: W.4.7, W.4.2, SL4.5 Art Content Standards: 4.3	Model of a Native American Home
5 <sup>th</sup>	Voices of the Revolution	ELA Art Content Standards: Visual Arts 1.0	Reproduction of a painting by Grant Wood – The Midnight Ride of Paul Revere

Outreach to parents and the community was conducted through announcements at PTA meetings, Coffee with the Principal, and English Language Learner Advisory Committee meetings. Parents were further engaged attending the school’s Winter Performance featuring student dance and a Spring Art-Literacy Night that showcased student published books.

Sierra Linda has developed a second year implementation plan for the 2015-16 school year. A brochure will be made available to parents and community members when school begins in the fall and the school’s website will be updated to include a focus on Health and Art, showcase the events from 2014-15, and highlight the new events for 2015-16 school year.

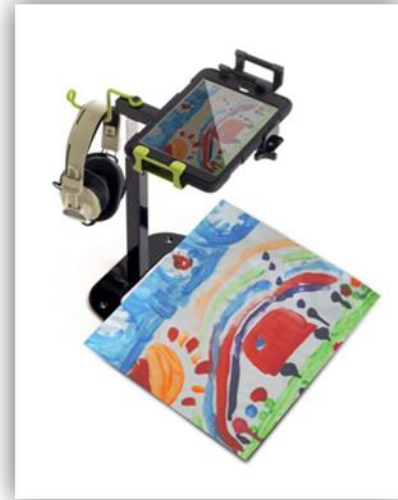
Future school events have been planned that further develop pride and excitement for staff and students on an annual basis. These include an Animal Theme Sing Along for TK-K, art shows for first and second grade, a “Vacation on Mars” play for third grade, a “Gold Rush or Bust” play for fourth grade, and a Revolutionary War themed play for fifth grade.

Art Trek, Artist in the Classroom and Art of the Masters will provide additional Academic Strand activities and physical education curriculum and materials will be purchased to support the rigor of the PE program and its integration with Art and Health. Sierra Linda will expand its sports teams, add additional field trips to support Health Standards, add an additional integrated unit for each grade level that reflects Art, Music, Performance, and Health, and incorporate technology to expand Visual Media Arts and Music.

## 2.2 TECHNOLOGY PROGRAM

The District's Facilities Implementation Program guides and envisions two mutually supportive technology goals: the purchase, provisioning, deployment, and instructional use of a mobile device to each district student and teacher ("1:1 devices") and the improvement of facilities necessary to support current teaching and learning approaches as well as enhanced interactivity, collaboration, and flexibility made possible by the use of these devices as part of daily instruction ("21<sup>st</sup> century learning environments").

The first of these goals was realized in the fall of 2014, when Apple iPad deployment was completed Districtwide and an estimated 18,000 devices were provided to District students, staff and school site personnel. The deployment was completed ahead of schedule by almost 18 months.



The second goal has been implemented on an ongoing basis, first with the improvement of 22 classrooms across eight different school sites in the summer of 2014, and now with the construction of Harrington Elementary School, the District's first campus to be fully designed and built to apply the concepts of 21<sup>st</sup> century learning environments in every one of its 23 classrooms and support facilities. Classrooms at the new Harrington facility are each outfitted with one or more 60" flat-screen AV displays. Teachers will be able to control the displays using a standard remote control and may view enlarged applications, documents, videos, and learning exercises from their iPad screens using a wireless connection within the classroom.

The convenience of this classroom technology integration is furthered when an instructor wishes to visually share an object, piece of paper, or writing surface with the rest of the classroom as part of instructional activities (e.g. a Kindergarten teacher demonstrating how to write letters on the dotted line of a piece of paper; a lesson on multiplication tables wherein a teacher places a page of warm-up exercises on the screen; a social studies lesson showing a picture of the pyramids from a textbook). Enabling this practice has long required either a costly addition to classroom equipment or ongoing maintenance costs, and is characterized by devices such as overhead projectors, document cameras, or Promethean boards. New Harrington classrooms will be equipped with an iPad mounting stand that allows teachers to take advantage of the iPad's camera mode to wirelessly transmit a live picture to the classroom. This provides identical capability to document cameras, but without the added equipment cost. Moreover, this solution alleviates costly projector bulb replacement and staff time for maintenance of Promethean boards, suffers none of lighting limitations that occur when using projectors, and allows the option of free movement of the instructor throughout the room in such a way that they are no longer "tethered" to the equipment at the front of the room.

## 2.2.1 BUDGET

The iPad deployment has been achieved within budget, setting aside remaining Phase 1 funds for upgrades to District infrastructure and network hardware as well as select replacement of older devices in circulation purchased prior to the District's 1:1 program implementation.

Nearly all but 750 of the District's approximately 18,000 iPads were purchased as part of the Facilities Implementation Program budget of \$11,201,175. Prior to establishment and adoption of the Program, McKinna Elementary School utilized a combination of site discretionary funds and District special education funds to launch a pilot initiative of classroom iPads starting in 2010. While the McKinna devices are not yet functionally obsolete, their operating systems will no longer support upgrades by the end of 2015 and District peripherals (e.g. keyboards for SBAC testing) purchased for the 1:1 program are not compatible with the discontinued interface utilized by these older models. Moreover, the Program budget had anticipated 1:1 device deployment at all school sites in order to establish a District-wide standard of features, functionality, and maintenance.

As documented within this report, expenditure analysis thru April, 2015 accounted for technology expenditures in the amount of \$10,450,878, in line with original estimates of the funds required to deploy mobile devices through the fiscal year ending 2016. A total of \$750,297 remains available as of that date and may be utilized as the funding source for remaining District devices yet to be deployed to McKinna as well as equipment needs pertaining to the Phase 1 technology deployment.

In the December 2014 report, it was anticipated that a substantial portion of the remaining funds would be required for upgrades to network switching technology to better manage the increasing day-to-day bandwidth required for District-wide iPad use. This includes implementation of "Layer 3" technology and the improvement of uninterruptable power supply (UPS) components to minimize disruption to wireless network connectivity and prevent power fluctuations from damaging expensive network equipment. In pursuit of reduced District expenditures, the Program Team recommended an approach whereby these improvements were included within an application for Federal E-Rate funding. As a result of this grant application process, as much as 80-90% of the cost of infrastructure may ultimately be funded by the Federal government, reducing the District's anticipated share of expenses to approximately \$215,000.

In a similar fashion, the Program Team is exploring methods to decrease the cost of replacing the 750 older iPads in circulation at McKinna. New District-purchased devices are estimated to cost approximately \$305,000, including required taxes and fees. However, given the particularly strong resale value of used iPads on the secondary market, Apple has indicated it may be able to further discount pricing based on the "trade-in" value of the older devices. At this time, older devices may qualify for as much as a \$110 trade-in value per unit, reducing the total cost of device replacement by approximately \$80,000. As with any technology product, depreciation is typically accelerated by new product announcements or obsolescence of older devices, and thus the trade-in value of these older devices would be expected to decrease considerably if not utilized at this time.



The Program Team recommends that a portion of the remaining Phase 1 technology budget be utilized toward the District's required local match for Federal E-Rate funding of network and infrastructure upgrades as well as for the replacement of the 750 original McKinna iPads in order to fully integrate these users with the District's 1:1 device program.

### 2.2.2 FUTURE DEPLOYMENT AND INTEGRATION

Initial iPad deployments in the fall of 2013 and spring of 2014 as well as the first District-wide deployment in the fall of 2014 now form the basis of staff expertise in the management of a 1:1 device program, with this experience enabling ongoing improvements to policies, procedures and site practices. The District now operates multiple simultaneous deployment teams to accommodate distribution of devices to parents and students across all District schools. The entire district-wide distribution in fall 2015 is anticipated to be completed at all sites over approximately six weeks.

As with prior deployments, the fall 2015 process is anticipated to include scheduled sessions with parents to deliver the device and provide training on setup, proper use, and safekeeping. These deployment events provide parents an opportunity to learn about the District's self-insurance pool, which provides a low-cost option for protecting each iPad against theft or accidental damage. The District now takes advantage of features and tools that have been introduced by Apple to accelerate the setup process for each iPad, including bulk account creation, eliminating some of the tedious process that previously was required of parents and expanding the amount of time in training sessions dedicated to operating the device and utilizing educational resources.

The Program Team continues to dedicate its attention to integrating all devices into the academic program as well as improving the utilization of the District's systems via a "portal" solution. Today, for example, a student or parent visiting the Oxnard School District website ([oxnardsd.org](http://oxnardsd.org)) on their District issued iPad are greeted with a wealth of options for learning about District news and logging-in to websites of various third-party District vendors that provide access to attendance data, grades, homework assignments, or learning materials. A "portal" serves to integrate these disparate third-party functions into a format designed to maximize convenience for students and parents. Transparency and ease of access to these important metrics can be further improved when data are consolidated into a student "dashboard" that provides a quick review of a student's performance. Though simple in concept, the programming and digital security for such integration requires substantial effort. As such, the Program Team will explore options that best position the District to take advantage of these tools using an approach that is efficient with both cost and District staff time.

The Program Team continues to meet regularly to assess technology deployment issues and consider short and long term planning needs. At these meetings, progress reports on technology integration are discussed and recommended next steps are reviewed. A technology transformation timeline is consulted where needed to ensure that program elements are sequenced effectively, and is updated every six months to reflect completed work. The semi-annual Master Schedule update incorporates technology updates and has been provided along with this report document.

## SECTION 3:

# FACILITIES PROGRAM

To date, the Phase 1 improvements have been implemented at eleven existing school sites. The acquisition and development of three additional school sites and the proposed expansion of Marshall school to accommodate 6-8 grade level students increase the scope of the Program to fifteen sites. This section provides summaries and updates on the status of facilities projects completed, planned, or under construction as well as proposed adjustments.

### 3.1 PROJECT 1: KINDERGARTEN & SCIENCE RECONFIGURATION

Project 1 of the Facilities Implementation Program provided 21<sup>st</sup> century learning environments and modernization upgrades to 22 classrooms spread across eight school sites. The original scope of work was completed in August 2014, supporting the District's grade reconfiguration with additional Kindergartens and science instructional facilities. Specific project improvements consisted of kindergarten Improvements at Brekke, McAuliffe and Ritche Elementary Schools; K-8 science lab modernizations at Chavez, Curren, and Kamala Elementary Schools; and academy science upgrades at Fremont and Haydock Academies.

Once completed, facilities projects must be closed out with certification by DSA demonstrating that DSA is accepting the work as being performed and completed per the plans and specification. Seven of the eight sites are now closed out with DSA certification, while the eighth site, Ritche, is scheduled for construction of a Special Day Classroom (SDC) in summer of 2015.

### 3.2 DRIFFILL KINDERGARTEN RECONFIGURATION

The Driffill kindergarten reconfiguration project is being managed by the District's Facilities Department, but is included in the Measure "R" Program budget. It is not within the CFW program management scope of work. The project provides for the construction of a new kindergarten building with four classrooms at the Driffill school site to replace aging facilities and requires the demolition of Building 8, removal of three portables, and related site work.

DSA approval of the project was received in October 2014 and put out for public bid with a bid opening date of November 21, 2014. Original bids for the project were beyond the budget value provided and redesign was performed in order to bring the plans and budget in line with the bidding market. Both the value engineering and constructability reviews were completed by the architect of record and construction manager in February 2015 culminating in a new plan to remain within the original budget. The plans were recently re-advertised to the public for bidding purposes. Per the Executive Director of

Facilities, the project construction schedule has been adjusted for an anticipated construction start in the third quarter of 2015, and completion in February 2016.

### 3.3 LEMONWOOD RECONSTRUCTION

The Lemonwood reconstruction project provides for the replacement of the aging facilities at the Lemonwood School site with a new grade K-8 school facility. The new school has been designed pursuant to Board specifications to serve a 900 student capacity per State loading standards and to maximize reimbursements from eligible SFP new construction grants. The Board approved the final design at its February 2015 meeting for submittal to DSA for review and approval which is anticipated in July. Construction has been planned over three phases in order to minimize disruption to the existing academic program and accelerate the availability of portions of the completed campus. Phase 1 includes the construction of the main 2-story classroom building and is projected for completion in the summer of 2016. Phase 2 construction provides for the new administration and multi-purpose room buildings and Phase 3 includes the new kindergarten facilities and final site work, both anticipated to be completed in 2017.

#### 3.3.1 EARLY CHILDHOOD DEVELOPMENT CENTER

The reconstruction of the Lemonwood facility also retains and repurposes Building 3 of the original campus for use as an Early Childhood Development facility. The facility will provide classrooms that meet Board approved specifications for enhanced kindergarten programs that may also accommodate transitional kindergarten or preschool programs as may be required by the District. Programming for the facility, a conceptual reconfiguration, and budget were presented to the Board in February 2015. At that time the Board directed staff to proceed with the design of the project and to return for formal approval as part of the June six month review.

It is recommended that the District retain the same design and construction team for the balance of the Lemonwood project to construct the Early Childhood Development Center. The goal is to initiate design drawings as soon as possible and integrate the construction of the improvements with the final Phase 3 construction of the broader Lemonwood project. As has been the case in all other projects, design and construction contracts will be presented for Board approval when ready and a detailed schedule and update will be provided as part of the next six month review.

### 3.4 HARRINGTON RECONSTRUCTION

The construction and replacement of the existing Harrington Elementary School with a new 28 classroom, state of the art K-5 facility is well underway. The new campus is designed pursuant to Board specifications to serve a capacity of up to 700 students per State standards and to maximize reimbursements from eligible SFP new construction grants. Construction activities began in September 2014 with a projected completion in December of 2015. The new school replaces one of the oldest

schools in the district that was found in need of replacement to maintain continued K-5 grade capacity in the area.

All 5 building exteriors have been completed, site work is underway, and interior finishes and landscaping is anticipated to commence in August. A camera has been mounted at the site and connected to the school District and Measure “R” bond websites for live viewing of the progress. Once the new facility is occupied, work will begin on demolition of the existing buildings as well as associated site work and parking.

#### 3.4.1 EARLY CHILDHOOD DEVELOPMENT CENTER

Like Lemonwood, the reconstruction of the Lemonwood facility retains and repurposes Building 3 of the original campus for use as an Early Childhood Development facility. The facility will provide classrooms that meet Board approved specifications for enhanced kindergarten programs that may also accommodate transitional kindergarten or preschool programs as may be required by the District, in particular the current NfL program and the Buenaventura Migrant Head Start.

Programming for the facility, a conceptual reconfiguration, and an updated budget were presented to the Board in March 2015. The updated budget adjustment calls for an increase of \$189,575 to incorporate additional classrooms previously slated for demolition and now proposed to become part of the improved facilities. It is recommended that the Board approve the revised scope and budget as part of this report. As has been the case in all other projects, design and construction contracts will be presented for Board approval when ready and a detailed schedule and update will be provided as part of the next six month review.

#### 3.4.2 FURNITURE, FIXTURE & EQUIPMENT

A final list of products has been prepared, containing selections from multiple manufacturers to furnish the new Harrington school. Furniture will be ordered by the District to be received in time for the required furnishing and opening of the new school. During the process, specifications were generated with assistance from the design consultants to meet the 21<sup>st</sup> century needs of the school and to be considered for further use in the furnishing of the new Elm and Lemonwood schools. These new learning environments are designed to support a flexible, collaborative and project based teaching methodology as well as integrate the use of interactive learning tools such as 1:1 mobile technology into the classroom.

Selection choices were focused on teacher and student engagement and furnishings that best encourage and increase communication, collaboration, creativity, critical thinking, and working strategically with others. There was a strong desire to select furniture that provides flexibility and mobility so that students can regroup themselves quickly and easily and that can be adapted to the preferred lay-out of future teachers; including modular storage and other components that can be reconfigured over time or moved between classrooms as needed. Moreover, there was a strong need for the product to demonstrate durability, a built to last feel, and the ability to respond to changes

brought about by the implementation of new technologies, including second, third and fourth generation 1:1 devices.

### **3.5 ELM RECONSTRUCTION**

The final project design for the K-5 Elm reconstruction project was presented to the Board and approved in May 2015 for submittal to DSA for review and approval of construction drawings. At that meeting, a budget increase adjustment of approximately \$906,400 was recommended to be approved as part of the next six month report to accommodate increasing costs in construction since the project was formulated in January 2013. The project replaces an older school with 25 new classrooms to serve up to 600 students per State standards and to maximize reimbursements from eligible SFP new construction grants. The project has undergone preliminary review by the California Department of Education, with final approval anticipated subsequent to DSA approval. The project is currently scheduled for DSA approval in January and for the start of construction in the first half of 2016. It is recommended that the Board approve the increase to budget as part of this report.

### **3.6 MARSHALL NEW CLASSROOM BUILDING**

At the Board's April 2015 meeting, an analysis of projected enrollment growth in grade levels 6-8 by the District's enrollment consultants was presented demonstrating a need to create additional permanent capacity. Based on the status of efforts to acquire a new site and the timeline required to construct a new middle school, it was determined that an interim solution was required. Various options were presented, including increasing permanent capacity at Haydock and Fremont schools, as well as creating additional grade 6-8 capacity at Marshall school.

The Board identified the construction of a twelve (12) classroom building at Marshall as a preferred option, and suggested staff return with a recommendation for Board action as part of the June six-month update. As envisioned, Marshall would contain 40 permanent classrooms at completion and include updated parking to satisfy the District's specification for K-8 facilities with a capacity for up to 900 students. The project will be designed to meet the interim 6-8 grade level capacity required until a new middle school is constructed and to provide Marshall with additional classrooms and a long-term K-8 educational program option, if desired. The process of requesting proposals for design and construction services has begun and will be presented for Board approval when ready along with a detailed schedule and update. As directed, an estimated budget of \$8,097,558 has been prepared, subject to the Board's approval and adoption as part of this Semi-Annual report.

### **3.7 LAND ACQUISITION**

Based on enrollment projections by the District's demographic consultant, the Program requires the planning and acquisition of additional school sites to accommodate anticipated enrollment increases in future years. Efforts for acquisition of additional school sites have concentrated in the District's southwest area as part of the Seabridge development, the northwest area near the intersection of Doris

Avenue and Patterson Road, and in the southeast area of the District. The District's overall capacity is heavily impacted by smaller school sites, a built out environment with minimal areas for new school sites, aging facilities in need of replacement or repair, a large number of portable buildings, many which now exceed their economic life, and a projected growth in student population.

### 3.7.1 SOUTHWEST SCHOOL SITE

Land acquisition of the Southwest School Site is complete. The site was purchased in June 2013 pursuant to Coastal Commission approval. State SFP grant applications for reimbursement of site acquisition costs under the new construction program have been approved by the Board and submitted to the State. Pending State reimbursement, the District continues to resolve outstanding grading issues with the seller of the site. Conceptual site plans were prepared as part of the Coastal Commission process.

The parcel is designed as a joint use site with the City of Oxnard providing an immediately adjacent park site for use during school hours. The conceptual design accommodates a student population of approximately 630 students at State loading standards. The planned construction of the site is proposed to be considered as part of the District's overall plan for mitigating new enrollment growth district wide and subject to active funding by the State SFP. At this time, the SFP is oversubscribed by new school construction applications and requires a replenishment of funding by the State in order to proceed to actively fund similar new construction applications.

### 3.7.2 DORIS/PATTERSON SCHOOL SITE

The District has been engaged with property owners and the City of Oxnard regarding acquisition of a 20-acre parcel that may be suitable for a 6-8 middle school near the intersection of Doris Avenue and Patterson Road. Enrollment projections indicate that the District may need a new middle school by 2020. A conceptual feasibility study was presented to the Board at its May 2015 meeting. Pursuant to the Board's adopted specifications for new middle school facilities, a 1200 student facility is the subject of study with specified support facilities, parking, and play fields.

The District continues to proceed with the proposed acquisition of the site. Necessary reviews and studies required by the California Department of Education for school site approval have been underway, including preliminary geological and environmental surveys. Additional consultants were approved by the Board at the February 2015 meeting to conduct a site survey and legal description. The District continues to monitor the progress of the adjoining and proposed Teal Club residential development through communication with the City of Oxnard. The Environmental Impact Report produced by the developer and provided to the City has yet to be released. The District will continue to seek CDE approval and maintain communications with the owner, the City of Oxnard and necessary local agencies with respect to the District's interest in purchasing the property and building a new school. At this time additional funding of \$ 275,000 is requested to continue with the necessary planning, testing, negotiation, acquisition, and approval efforts from the Program Reserve.

### 3.7.3 SOUTHEAST SCHOOL SITE

In consultation with representatives of the California Department of Education, alternative sites for the construction of a new K-5 elementary school to alleviate overcrowding in the Southeast quadrant of the District have been under review. The site must be large enough to accommodate the development of a 700 student K-5 facility, pursuant to the District's specification and standards and to maximize reimbursements from eligible SFP new construction grants. Additional sites are still being reviewed and considered. The effort is heavily impacted by the lack of readily available land for school construction within the boundaries of the city, thus requiring the need to consider sites that may be repurposed for school use. In these cases, CDE approval is contingent of necessary site tests and reports be conducted on land the District does not own which further complicates the review process.

Once the District and the California Department of Education are in agreement as to the site(s) most feasible for development into a new elementary school, efforts with existing owners to obtain access for additional testing, reviews and acquisition similar to those at the Doris/Patterson site will be undertaken. It is recommended that the Board approve an additional \$85,000 from the Program Reserve to the Adopted Budget to provide for further planning, testing, negotiation, and acquisition efforts.

### 3.8 MULTIPURPOSE ROOM CONSTRUCTION AT P/P K-8 SITES

During Phase 1, a reuse of plans approach substantially reduced the overall timeline, design and construction cost for each new school, including classrooms and support facilities. In the reuse of plans approach, the District requested that prequalified design firms present proposals to reuse the plans of school facilities they had previously built for other districts that could be adapted for construction in Oxnard. The Board reviewed submittals, toured the actual built facilities, requested modifications, and approved the final revised plans for construction of Oxnard facilities. This has led to the design and proposed construction of Harrington, Elm and Lemonwood classrooms and support facilities.

The Board is now being requested to consider the next step in its reuse of plans approach – allowing for the reuse of the plans for Harrington, Elm and Lemonwood to build the required support facilities at its “Portable to Permanent” (P/P) K-8 schools. The District now has two design options (Harrington and Elm) for construction of support facilities for multipurpose rooms at Chavez, Curren, Kamala, and Driffill. These plans have already been revised to accommodate District specifications and budget constraints. As pointed out by LPA, the District's Master Plan consultants, the P/P improvements at these sites were built to replace portable classrooms and not necessarily master planned to accommodate future support facility improvements. It is proposed that the Board adopt a recommendation to allocate an initial budget of \$175,000 to be funded from the Program Reserve to allow for the initial work program to proceed for the selection, planning, siting, and method of construction of the proposed multipurpose improvements at Chavez, Curren, Kamala and Driffill. As in the previous efforts, the Board will have the opportunity to receive updates on the initial work program, tour proposed options, request modifications, and approve the final plan of action and necessary steps and construction budgets

**TABLE 1: DISTRICT ADMINISTRATIVE SUPPORT CENTER SPECIFICATIONS**

Use	Sq. Ft.	Unit	Total Sq.
<b>Departments &amp; Staff</b>			
Dept Heads/Directors - Private	285	20	5,700
Business Dept. Staff	80	11	880
Purchasing Staff	80	3	240
Educational Services Dept. Staff	80	25	2,000
Human Resources Dept. Staff	80	12	960
Risk Management Staff	80	2	160
Special Education Dept. Staff	80	16	1,280
Nutrition/Health Services Dept.	80	4	320
Technology Dept. Staff	80	12	960
<b>Shared Spaces</b>			
Board Room / Training Space	2,000	1	2,000
Large Conference Room	800	2	1,600
Small Conference Room	400	2	800
Tech Workroom	500	1	500
Reception	300	1	300
Staff Lounge	450	1	450
Mail Room/Delivery	300	1	300
Textbook Processing Area	500	1	500
Storage Areas	100	10	1,000
Circulation	1,250	1	1,250
<b>Administrative Office Space</b>			
Private Office	350	1	350
Private Office	325	2	650
Private Office	285	1	285
Admin Assistant	100	3	300
Admin Assistant	80	1	80
Conference Room	500	1	500
Storage	75	4	300
<b>Total Square Footage:</b>			<b>23,665</b>

### 3.9 DISTRICT SUPPORT CENTER SPECIFICATIONS

The District’s January 2013 Facilities Implementation Program established educational specifications for facilities as required by Education Code 14001 and 14030. These specifications outline essential educational concepts and detailed facility requirements so that the form of the school facilities effectively follows the function required by the educational program. These specifications also help to anticipate activities and costs associated with the modernization and construction of school facilities and to evaluate space requirements needed to operate District functions.



At its May 2015 meeting, the Board was presented specifications for consideration of required central administrative facilities. The existing configuration of District office facilities consists of the reuse of a former lumber yard facility and does not allow optimal configuration in support of a professional work environment that produces staff and community collaboration, efficiency, and an interdepartmental team approach to resources and problem solving.

The District's administrative support center facilities are currently located at the corner of Wooley Road and A Street and housed in approximately 35,000 square feet of refurbished space. A purpose-built Support Center has been studied as part of the Doris Avenue site acquisition and draft specifications have been proposed to the Board for consideration. A total of 23,665 square feet is recommended. The study at the Doris site includes a two-story facility with staff workspace and offices for major departments, as well as a community oriented board room and adjacent conference spaces. A proposed budget and cost analysis has been prepared for Board consideration in the funding section of this report. However, it should be noted that facilities for maintenance and operations, warehousing and receiving, and a bus yard facility are proposed to be housed separately in a more appropriate light industrial/commercial environment, outside of the proposed budget.

### 3.10 RECOMMENDATIONS

The following facilities program components are recommended for Board adoption as part of this fifth Semi-Annual Implementation Program Update:

- Provide for a budget increase adjustment of \$189,575 to incorporate additional classrooms previously slated for demolition and now proposed to become part of the improved Early Childhood Development facilities at Harrington
- Increase the budget for the Elm Reconstruction Project by \$906,400 to accommodate increasing costs in construction since the project was formulated in January 2013.
- Increase the budget for interim middle school improvements by \$3,007,039 to design and construct the required 12 classroom building at Marshall Elementary to accommodate a grade 6-8 program.
- Proceed with a \$275,000 budget increase from the Program Reserve for the necessary site planning, local and State agency reviews, testing and land acquisition and site development requirements for a future middle school at the Doris/Patterson site.
- Establish an initial budget of \$175,000 to be funded from the Program Reserve for the initial selection, planning, siting, and method of construction of the proposed multipurpose improvements at Chavez, Curren, Kamala and Driffill.
- Adopt specifications and proceed with planning activities required for a future District Support Center
- Proceed with an \$85,000 budget increase from the Program Reserve for necessary planning, testing, negotiation, and approval efforts for the proposed acquisition of an additional elementary school site in the Southeast portion of the District.

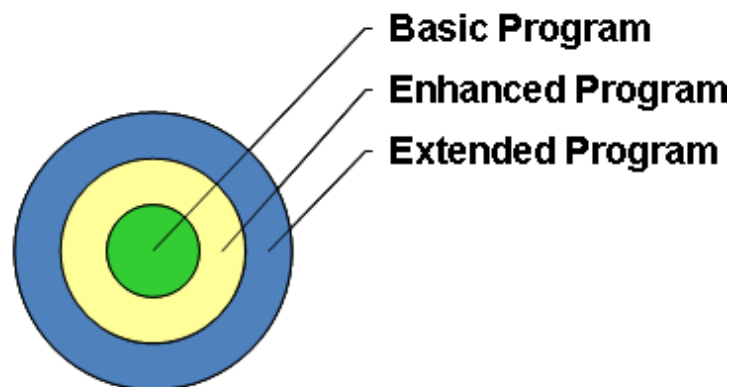
- Provide a portion of the remaining Phase 1 technology budget towards the District's required local match for Federal E-Rate funding of network and infrastructure upgrades as well as for the replacement of the 750 original McKinna iPads in order to fully integrate these users with the District's 1:1 device program.

## FUNDING & SEQUENCING

In January 2013 the Board adopted an Implementation Program for a comprehensive approach to Measure R improvements. The program called for an approximate \$190 million capital improvement program that would substantially improve required facilities at multiple sites over three phases based on the availability of local funding, the eligibility for State facilities grants and alternate levels of projected State funding.

Based on these parameters, three alternate levels of program scope and funding were considered:

- **Basic Program:** The Basic Program would rely on local funding only. These local funds include the District’s current fund balances for developer fees as well as Capital Program fund balances which include Measure “R”, “L”, and “M” proceeds, State reimbursement from completed projects, and Mello Roos proceeds
- **Enhanced Program:** The Enhanced Program would rely on the Basic Program, plus matching State grants for Modernization (60/40) and New Construction (50/50) under the State’s School Facilities Program
- **Extended Program:** The Extended Program would rely on the Basic Program, plus the Enhanced Program, plus State Financial Hardship Funding to provide the District’s local match share for Modernization (40%) and New Construction grants (50%)



Under the adopted program, the District would proceed with the implementation of the Basic Program for Phase I improvements, and thereafter would proceed with the Enhanced Program as State grants became available, subject to the continued availability of a local match. The use of the Extended Program would rely on the strategic sequencing of projects to maximize State grants under the Financial

Hardship Program, plus local funding under the Basic Program. The ability to use these funds would be based on the passage of a future State bond, program changes by the State, and local decisions or requirements to construct projects for which the District will have no opportunity to seek reimbursement or participation by the State.

#### 4.1 ADOPTED MASTER BUDGET

The following Program Master Budget on Table 2 was adopted as part of the Facilities Implementation Program, based on Board approved projects and estimated costs at the December Six Month Update. The costs associated with construction are generally identified as “hard” costs and “soft” costs. In combination, they comprise what is properly called the total “project” cost. Hard costs are resultant from the construction itself (e.g. materials and labor). Soft costs are those costs that are an integral part of the building process and are usually preparatory to, or supportive of, the construction. These include professional fees and other related, but non-construction costs (e.g. design development, legal services, permitting, etc.). For the purpose of designing a program Master Budget, all-in total project costs, inclusive of both hard and soft costs, were used. Additionally, unit prices are sourced from the latest version of Saylor construction cost manuals in 2014 dollars.

The adopted Master Budget anticipates project funding for approximately \$202 million from various sources by phase and over time, including Capital Program fund balances from Measure “R”, “L”, and “M” , State reimbursement from completed projects, Mello Roos proceeds, and developer fees. The largest portion relies on the issuance of the full \$90.0 million in Measure R bond authorization. The balance is anticipated to be available from prior bond sales, collected and projected developer fees, reimbursements from prior and ongoing state aid projects and collected Mello Roos proceeds.

Phased improvements are scheduled as follows:

- Phase 1: The first phase of the implementation program began in 2013 and extends through the fiscal year ending in 2017. Major work is focused on the implementation of the educational reconfiguration plan during this phase and includes acquisition of a new elementary school site, design and reconstruction of Harrington, Elm, and Lemonwood schools, improvement of kindergarten facilities at Ritche, Brekke, McAuliffe, and Drifill schools, and design and construction of science labs at Chavez, Curren, Kamala, Haydock, and Fremont schools. Phase 1 also includes funding for the deployment of new technology to improve student and teacher access to state-of-the-art learning resources, childhood development centers at Harrington and Lemonwood schools, a twelve classroom grade 6-8 expansion at Marshall school, and a program reserve to fulfill required, but as yet unanticipated, changes to the scope of work. This portion is highly dependent on the implementation of the Basic Program, which is funded from local available funds.
- Phase 2: The second phase of the implementation program begins in 2017 and extends through the fiscal year ending in 2020. Major work during this phase includes the improvement of Fremont and Haydock Middle School gyms/multipurpose rooms, the scheduled replacement funding for new technology, and the design and construction of multipurpose rooms at Chavez, Curren, Kamala and

**TABLE 2: ADOPTED MASTER BUDGET (FY 2013 – FY 2026)**

Sources	Est. Total	Phase 1	Phase 2	Phase 3
Measure "R" Authorization				
Series A	\$ 18,390,000	\$ 18,390,000	\$ -	\$ -
Series B	\$ 25,500,000	\$ 25,500,000	\$ -	\$ -
Series C	\$ 15,750,000	\$ 15,750,000	\$ -	\$ -
Series D	\$ 18,500,000	\$ -	\$ 18,500,000	\$ -
Series E	\$ 11,860,000	\$ -	\$ -	\$ 11,860,000
Measure "L" Authorization	\$ 3,316,728	\$ 3,316,728	\$ -	\$ -
Measure "M" Authorization	\$ -	\$ -	\$ -	\$ -
State Bonds	\$ 285,166	\$ 285,166	\$ -	\$ -
Est. State Aid Receipts	\$ 51,639,682	\$ 32,510,565	\$ 7,715,269	\$ 11,413,848
Est. Developer Fees	\$ 36,733,314	\$ 10,100,619	\$ 8,792,399	\$ 17,840,297
Mello Roos Proceeds	\$ 9,088,089	\$ 9,088,089	\$ -	\$ -
State Reimbursements (Driffill)	\$ 9,001,083	\$ 9,001,083	\$ -	\$ -
Est. Interest Earnings	\$ 2,378,500	\$ 1,173,945	\$ 886,823	\$ 317,732
<b>Est. Total Sources</b>	<b>\$ 202,442,562</b>	<b>\$ 125,116,194</b>	<b>\$ 35,894,491</b>	<b>\$ 41,431,877</b>

Uses	Est. Total	Phase 1	Phase 2	Phase 3
Acquire Site New Elem K-5	\$ 7,625,000	\$ 7,625,000	\$ -	\$ -
Acquire Site New SE Elem	\$ 60,000	\$ 60,000	\$ -	\$ -
Acquire Site New Middle School	\$ 60,000	\$ 60,000	\$ -	\$ -
Reconstruct Harrington ES	\$ 24,020,947	\$ 24,020,947	\$ -	\$ -
Reconstruct Elm ES	\$ 20,170,543	\$ 20,170,543	\$ -	\$ -
Reconstruct Lemonwood K-8	\$ 32,262,636	\$ 32,262,636	\$ -	\$ -
Marshall K-8 (CR)	\$ 5,090,519	\$ 5,090,519	\$ -	\$ -
Driffill K-8 (K/MPR)	\$ 6,371,802	\$ 2,477,832	\$ 3,893,970	\$ -
Chavez K-8 (SL/MPR)	\$ 2,594,211	\$ 586,632	\$ 2,007,579	\$ -
Curren K-8 (SL/MPR)	\$ 5,127,912	\$ 546,412	\$ 4,581,500	\$ -
Kamala K-8 (SL/MPR)	\$ 2,628,568	\$ 544,028	\$ 2,084,539	\$ -
McAuliffe ES (K/MPR)	\$ 1,740,679	\$ 299,954	\$ -	\$ 1,440,725
Brekke ES (K/MPR)	\$ 959,607	\$ 262,050	\$ -	\$ 697,557
Ritchen ES (K/MPR)	\$ 3,853,411	\$ 583,523*	\$ -	\$ 3,269,888
FF&E Allowance	\$ 133,320	\$ 133,320	\$ -	\$ -
Fremont MS (SL/Gym)	\$ 7,216,909	\$ 1,659,474	\$ 5,557,436	\$ -
Haydock MS (SL/Gym)	\$ 6,569,505	\$ 1,012,069	\$ 5,557,436	\$ -
Marina West ES (K, MPR)	\$ 6,027,002	\$ -	\$ -	\$ 6,027,002
McKinna ES (K)	\$ 1,307,554	\$ -	\$ -	\$ 1,307,554
Rose ES (K,MPR)	\$ 7,992,686	\$ -	\$ -	\$ 7,992,686
Sierra Linda ES (K,MPR)	\$ 5,024,564	\$ -	\$ -	\$ 5,024,564
Ramona ES (MPR)	\$ 1,755,474	\$ -	\$ -	\$ 1,755,474
Soria K-8	\$ -	\$ -	\$ -	\$ -
Frank MS	\$ -	\$ -	\$ -	\$ -
Technology	\$ 24,174,302	\$ 11,201,175	\$ 4,714,613	\$ 8,258,514
Subtotal	\$ 172,767,152	\$ 108,596,115	\$ 28,397,072	\$ 35,773,965
Program Reserve	\$ 17,276,715	\$ 10,859,611	\$ 2,839,707	\$ 3,577,396
<b>Est. Total Uses</b>	<b>\$ 190,043,867</b>	<b>\$ 119,455,726</b>	<b>\$ 31,236,780</b>	<b>\$ 39,351,361</b>
Est. Ending Fund Balance	\$ 12,398,695	\$ 5,660,468	\$ 10,318,179	\$ 12,398,695
<b>Adopted Master Budget</b>	<b>\$ 202,442,562</b>			

\*Includes New Special Day Classroom

Driffill. A program reserve of approximately 10% has also been set aside. This portion is also highly dependent on the implementation of the Basic Program in Phase 1 and a fully funded State Facilities Program under the Enhanced Program. No Hardship funding is contemplated.

- Phase 3: The third and final phase of the implementation program is projected to begin in 2021 and extends through the fiscal year ending in 2026. Major work during this phase includes design and construction of multipurpose room improvements at Marina West, Rose, Sierra Linda, Brekke, McAuliffe, Ramona, and Ritche schools. This phase also includes design and improvement of kindergarten facilities at McKinna, Marina West, Rose, and Sierra Linda schools. Funds for the scheduled refresh and deployment of modern classroom technology and a Phase 3 Program Reserve have also been set aside. Proceeds for construction are focused on remaining Measure “R” authorization, developer fees and State reimbursement/matching funds.

Mid way through the prior six month review period ending in December 2014, the governor elected not to proceed with a new statewide bond measure in support of the State School Facility Program. While approximately \$305 million in program funding remains, the existing funding level for State facility grants remains oversubscribed. The next available option to increase state funding is not anticipated until June or November of 2016. In the interim, the District has continued to proceed with Phase I improvements that rely on local funding and that have the greatest potential to be eligible for SFP reimbursements should additional state funding become available. Such reimbursements, plus continued increases in local assessed values, would allow the District to accelerate remaining bond sales and to continue with Phase 2 and 3 improvements, wherever possible.

## 4.2 REVISED MASTER BUDGET

Table 3 presents the revised Master Budget for Board consideration as of the June 2015 Program Update report. The revised Master Budget makes substantial modifications to projected sources of funding within identified sources of funds as well as within prior identified phases of planned improvements. Overall funding, however, is projected to be substantially similar levels to previously identified for implementation of the Basic Program and, to the extent the State elects to once again fund the Facilities Program, the Enhanced Program. Proposed uses include all previously identified projects while expanding proposed additional projects that have been presented in the Facilities Program section of this report for Board consideration. These included the repurposing of prior school facilities into childhood development centers at Harrington and Lemonwood schools, an expansion to accommodate 6-8 facilities at Marshall, additional land acquisition costs, proposed advance planning for scheduled multipurpose room improvements, and the planned refreshment of student and teacher technology devices in Phase 2 and Phase 3.

As previously discussed, the lack of a state bond to replenish the School Facility Program until at least 2016, requires that the District continue to move forth with implementation of the Basic Program through local funding to complete projects already approved by the Board as part of the Phase 1 improvements. This includes facility improvements to 13 school sites, infrastructure and 1:1 mobile

device technology for all students and teachers, the acquisition of a new elementary site and the initiation for the acquisition of a new middle school and additional elementary site. These projects have been selected to also allow for the maximum amount of State reimbursement should the School Facilities Program be adequately funded and available for distribution by the end of fiscal year 2017. Such reimbursement, in conjunction with remaining sources of local funds, would provide the required local match to garner additional State funding to assist in completing Phase 2 and 3 projects. Facility improvement projects during these phases would provide improvements for five additional school sites, plus further facility improvements to schools receiving improvements in Phase 1.

A major modification to the funding program requires issuing the remaining authorization under Measure “R” to accelerate the start and completion of the new Lemonwood K-8 facility which is anticipated to receive DSA approval for construction this summer. Completing the school sooner would also lessen the potential risk of construction cost escalation on the adopted budget. The District has worked hard over the last three years to take advantage of historically lower interest rates to issue new bonds and to refinance prior outstanding bonds that transfer interest savings to taxpayers without increasing the term of outstanding debt. In combination with a recovering tax base, these efforts have kept the required tax rate below the rate projected to taxpayers with room to issue the remaining Measure “R” authorization within Proposition 39 requirements.

Absent a waiver from the State, the statutory debt limit for elementary school districts pursuant to Education Code Section 15270 is 1.25% of the total assessed valuation of the taxable property within the District’s boundaries. On May 8, 2013, the State Board of Education granted the District a waiver to 1.5% of the total assessed valuation of the taxable property within its boundaries allowing the District to issue approximately \$59.6 million to date in bonds to finance Phase 1 improvements. In May 2015, the District held a public hearing and adopted a resolution to request an increase in the waiver to 1.67% of its current bonding capacity to issue the remaining Measure “R” authorization and construct Lemonwood school, subject to State approval.

Subsequently, the District adopted a resolution approving the submittal of a waiver application. As of fiscal year 2015, the District’s debt limit is 1.39% which is expected to increase to 1.67% with the new waiver and projected over the next 5 years to decline to the statutory limit of 1.25%, absent any further action. The State Board of Education is scheduled to hear the District’s request on July 9. If approved, Lemonwood and the remaining Phase I projects will no longer be dependent on the receipt of State grants. Any future reimbursements from these projects will be utilized instead to fund planned Phase 2 and 3 projects.

Another major modification to the funding program is the amount of developer fees projected to be available to assist in funding Implementation Program improvements. As of March 2015, the District’s latest developer fee study recommended a Level 2 developer fee of \$3.06 per square foot of new residential development. The study reviewed the projected impact on the demand for new school facility improvements as a result of planned residential development over the next 5 years. The study projects approximately 925 residential units being constructed over the next five years. Subsequent

conversations with the City of Oxnard regarding pending developments suggest that 598 of these units will be built over the next 24 months, with the balance of units anticipated to be developed on an ongoing basis thereafter, as anticipated by the rate of growth indicated in the District's Developer Fee Study. The rate over the next 5 years is less than the average projected rate that has been used to establish the District's developer fee over the last 4 years. While this rate is less than the historical average for the District and may increase as the economy improves, it will be utilized for purposes of projecting the amount to be available for the remaining portion of the program.

In overview, this is a substantial decrease in the amount projected to be available at this time through Phase 3. Certain factors do, nonetheless, mitigate its immediate impact. First, of the total amount projected in the Adopted Master Budget, approximately \$6.4 million has already been collected. The adopted Master Budget developer fees anticipated to be available through Phase 1 were projected to be approximately \$10.1 million. The Revised Master Budget maintains this amount based on the City's projected pace of development and on the developer fee study which has just been completed. The balance of the impact will be in the later phases if the economy does continue to improve.

The Master Budget has also been revised on a cash flow basis to account for the lack of a State bond to fully fund the SFP prior to the completion of Phase 1 improvements. Absent the granting of a waiver by the State, there is sufficient taxing authority to issue the remaining \$30.4 million in Measure "R" bonds. The Adopted Master Budget projected the receipt of approximately \$32.5 million in State receipts as part of Phase 1 funding and \$30.4 million of remaining Measure "R" funding in Phase 2. It is requested that the District substitute remaining Measure "R" funding to Phase 1 and budget State reimbursements submitted in Phase 1 for receipt and use for Phase 2 funding. This would allow the District to proceed with the completion of Phase 1 improvements based on local funding, including the accelerated construction of Lemonwood school.

No further State grant receipts are being budgeted as being available for Phase 1 funding and are now to be considered as reimbursements due in Phase 2 to meet proposed project improvement requirements. This is demonstrated with a new \$33.1 million amount in State reimbursements budgeted in Phase 2. In a similar manner, all anticipated State receipts previously budgeted in Phase 2 have now been moved to Phase 3 as reimbursements anticipated to be available at that time. These reimbursements, plus anticipated further State grant receipts in Phase 3, are projected to be sufficient to fund identified projects for that period.

Modifications to the anticipated Use of Funds are discussed in the following pages by phase, Master Budget and schedule. A total net increase of \$7,994,401 is proposed to be absorbed through the use of the Adopted Budget Fund Balance.



**TABLE 3: REVISED MASTER BUDGET (FY 2013 – FY 2016)**

Sources	Est. Total	Phase 1	Phase 2	Phase 3
Measure "R" Authorization				
Series A	\$ 18,390,000	\$ 18,390,000	\$ -	\$ -
Series B	\$ 25,500,000	\$ 25,500,000	\$ -	\$ -
Series C	\$ 15,750,000	\$ 15,750,000	\$ -	\$ -
Series D	\$ 30,360,000	\$ 30,360,000	\$ -	\$ -
Measure "L" Authorization	\$ 3,316,728	\$ 3,316,728	\$ -	\$ -
Measure "M" Authorization	\$ -	\$ -	\$ -	\$ -
State Bonds	\$ 285,166	\$ 285,166	\$ -	\$ -
Est. State Reimbursements	\$ 61,721,398	\$ -	\$ 33,127,856**	\$ 28,593,542
Est. Developer Fees	\$ 22,121,646	\$ 10,072,597	\$ 3,977,819	\$ 8,071,230
Mello Roos Proceeds	\$ 9,088,089	\$ 9,088,089	\$ -	\$ -
State Reimbursements (Driffill)	\$ 9,001,083	\$ 9,001,083	\$ -	\$ -
Est. Interest Earnings	\$ 2,504,158	\$ 1,173,945	\$ 1,291,267	\$ 38,946
<b>Est. Total Sources</b>	<b>\$ 198,038,268</b>	<b>\$ 122,937,607</b>	<b>\$ 38,396,942</b>	<b>\$ 36,703,718</b>

Uses	Est. Total	Phase 1	Phase 2	Phase 3
Acquire New K-5 Elementary Site	\$ 7,635,282	\$ 7,635,282	\$ -	\$ -
Acquire New Middle School Site	\$ 335,000	\$ 335,000	\$ -	\$ -
Acquire New SE Elementary Site	\$ 145,000	\$ 145,000	\$ -	\$ -
Reconstruct Harrington Elementary	\$ 24,210,522	\$ 24,210,522	\$ -	\$ -
Reconstruct Elm Elementary	\$ 21,076,943	\$ 21,076,943	\$ -	\$ -
Reconstruct Lemonwood K-8	\$ 32,262,636	\$ 32,262,636	\$ -	\$ -
Marshall K-8 (CR)	\$ 8,097,558	\$ 8,097,558	\$ -	\$ -
Driffill K-8 (K/MPR)	\$ 6,371,802	\$ 2,477,832	\$ 3,893,970	\$ -
Chavez K-8 (SL/MPR)	\$ 2,616,944	\$ 609,365	\$ 2,007,579	\$ -
Curren K-8 (SL/MPR)	\$ 5,142,440	\$ 560,940	\$ 4,581,500	\$ -
Kamala K-8 (SL/MPR)	\$ 2,637,928	\$ 553,389	\$ 2,084,539	\$ -
McAuliffe ES (K/MPR)	\$ 1,777,234	\$ 336,509	\$ -	\$ 1,440,725
Brekke ES (K/MPR)	\$ 968,679	\$ 271,122	\$ -	\$ 697,557
Ritchen ES (K/MPR)	\$ 3,901,725	\$ 631,837*	\$ -	\$ 3,269,888
Project 1 Adjustment	\$ 405,851	\$ 405,851	\$ -	\$ -
Fremont MS (SL/Gym)	\$ 7,353,479	\$ 1,796,043	\$ 5,557,436	\$ -
Haydock MS (SL/Gym)	\$ 6,623,903	\$ 1,066,467	\$ 5,557,436	\$ -
Marina West ES (K, MPR)	\$ 6,027,002	\$ -	\$ -	\$ 6,027,002
McKinna ES (K)	\$ 1,307,554	\$ -	\$ -	\$ 1,307,554
Rose ES (K, MPR)	\$ 7,992,686	\$ -	\$ -	\$ 7,992,686
Sierra Linda ES (K, MPR)	\$ 5,024,564	\$ -	\$ -	\$ 5,024,564
Ramona ES (MPR)	\$ 1,755,474	\$ -	\$ -	\$ 1,755,474
Planning for K-8 MPRs	\$ 175,000	\$ 175,000	\$ -	\$ -
Technology	\$ 29,201,175	\$ 11,201,175	\$ 9,000,000	\$ 9,000,000
Subtotal	\$ 183,046,382	\$ 113,848,471	\$ 32,682,459	\$ 36,515,451
Program Reserve	\$ 14,991,885	\$ 9,089,135	\$ 3,268,246	\$ 2,634,504
<b>Est. Total Uses</b>	<b>\$ 198,038,268</b>	<b>\$ 122,937,607</b>	<b>\$ 35,950,705</b>	<b>\$ 39,149,955</b>
Est. Ending Fund Balance	\$ 0	\$ 0	\$ 2,446,237	\$ 0
<b>Revised Master Budget</b>	<b>\$ 198,038,268</b>			

\*Includes New Special Day Classroom

\*\*Assumes that only reimbursements for Lemonwood, Harrington, and Land Acquisition are received in Phase 2

#### 4.2.1 PHASE I MASTER BUDGET & SCHEDULE

The overall total of budgeted expenditures for Phase 1 improvements presented in Table 4 has increased to \$122.9 million to incorporate the proposed improvements to Marshall, escalating costs to Elm, the scope of the Harrington Childhood Development Center as well as adjustments to the Program Reserve for land acquisitions. Table 4 documents these changes as well as to the Board approved adjustments to Project No. 1. Jointly, the total net increase for all projects is estimated at approximately \$3.5 million.

**TABLE 4: PHASE I MASTER BUDGET & SCHEDULE (FY 2013 – FY 2017)**

Project	Adopted Schedule Jan 2013	Adjusted Schedule Jun 2015	Budget	Variance
Acquire New Sites				
Elementary School	2013	2013	\$7,635,282	\$10,282
<b>SE Elementary School</b>		<b>2014/17</b>	\$145,000	\$85,000
<b>Middle School</b>		<b>2014/16</b>	\$335,000	\$275,000
Est. Subtotal Acquire New Sites			\$8,115,282	\$370,282
Design & Reconstruct Sites				
Harrington Elem. K-5	2013/14	2013/14	\$23,127,171	\$0
Lemonwood K-8	2014/16	2014/16	\$31,402,250	\$0
<b>Elm Elem. K-5</b>	2015/16	<b>2014/16</b>	\$21,076,943	\$906,400
Est. Subtotal Design & Reconstruct Sites			\$75,606,364	\$906,400
Design & Improve K-5 Kindergarten Facilities	2013/14	2013/14		
Ritchen			\$631,837 **	\$48,314
Brekke			\$271,122	\$9,072
McAuliffe			\$336,509	\$36,555
Driffill			\$2,477,832	\$0
Est. Subtotal Kindergarten Facilities			\$3,717,300	\$93,941
Design & Construct Science Labs	2013/14	2013/14		
Chavez Science Labs K-8			\$609,365	\$22,733
Curren Science Labs K-8			\$560,940	\$14,528
Kamala Science Labs K-8			\$553,389	\$9,361
Haydock Science Labs 6-8 & Utility Upgrades			\$1,066,467	\$54,398
Fremont Science Labs 6-8 & Utility Upgrades			\$1,796,043	\$136,569
Est. Subtotal Science Labs			\$4,586,204	\$237,588
<b>Project 1 Adjustment</b>		<b>2015</b>	\$405,851	\$405,851
<b>Childhood Development Center Improvements</b>				
<b>Harrington</b>		<b>2015</b>	\$1,083,351	\$189,575
<b>Lemonwood</b>		<b>2016</b>	\$860,386	\$0
Est. Subtotal Pre-Kindergarten Improvements			\$1,943,737	\$189,575
<b>Marshall K-8 12 Classroom Building</b>		<b>2015/17</b>	\$8,097,558	\$3,007,039
<b>Planning related to MPRS for Kamala, Curren, Kamala &amp; Chavez</b>		<b>2016</b>	\$175,000	\$175,000
<b>Technology</b>	2013/16	<b>2013/15</b>	\$11,201,175	\$0
Program Reserve	2013	2013	\$9,089,136	(\$1,770,475)
<b>Est. Total</b>			<b>\$122,937,608</b>	<b>\$3,481,882</b>

Est. Ending Fund Balance

\$0

\*Current dollars

\*\*Includes New Special Day Classroom

Relative to schedule, the DSA approval and therefore construction of Elm has been moved into fiscal year 2016, incorporating delays in the need to substitute construction managers in 2014. Lemonwood has already been adjusted to be completed by the end of 2016. A schedule has been prepared for Marshall where design begins immediately and construction is anticipated to end in 2016. The land acquisition schedule for the Southeast site has been lengthened to recognize the ongoing difficulties in identifying a suitable site acceptable to the District, CDE and sale by a willing landowner. The Childhood Development center at Lemonwood has been accelerated consistent with the new schedule of construction for the new Lemonwood school, particularly to accommodate Phase 3 construction of the new school.

#### 4.2.2 PHASE II MASTER BUDGET & SCHEDULE

The total Phase II project budget in Table 5 has been adjusted upward to accommodate a complete refresh of student and teacher technology requirements. The design and construction of K-8 multipurpose rooms at Chavez, Curren, Kamala, and Driffill remain on budget, although they are now being proposed to be undertaken in fiscal year 2020, accelerating the completion of the construction period. Haydock 6-8 grade gym/multipurpose room improvements are likewise proposed to be accelerated, subject to the availability of State aid. All of these schedules may be severely impacted if a new State bond is not placed before voters or the State School Facility Program is not otherwise adequately funded. Phase 2 improvements are substantially dependent on State reimbursement of Phase 1 eligible projects.

**TABLE 5: PHASE II MASTER BUDGET & SCHEDULE (FY 2018 – FY 2020)**

Project	Adopted Schedule Jan-13	Adjusted Schedule Jun-15	Budget	Variance
Design & Construct K-8 Multipurpose Room				
<b>Chavez</b>	2023	<b>2020</b>	\$2,007,579	\$0
<b>Curren</b>	2025	<b>2020</b>	\$4,581,500	\$0
<b>Kamala</b>	2023	<b>2020</b>	\$2,084,539	\$0
<b>Driffill</b>	2023	<b>2020</b>	\$3,893,970	\$0
Est. Subtotal K-8 Multipurpose Room			\$12,567,588	\$0
Design & Construct 6-8 Gym/MPR				
Fremont	2019	2019	\$5,557,436	\$0
<b>Haydock</b>	2021	<b>2019</b>	\$5,557,436	\$0
Est. Subtotal 6-8 Gym/MPR			\$11,114,871	\$0
Est. Subtotal K-8/6-8 MPR/Gyms			\$23,682,459	\$0
Technology	2020	2020	\$9,000,000	\$4,285,387
<b>Program Reserve</b>	2017	<b>2018</b>	\$3,268,246	\$428,539
<b>Est. Total</b>			<b>\$35,950,705</b>	<b>\$4,713,926</b>
Est. Ending Fund Balance			\$2,446,237	

\*Current dollars

### 4.2.3 PHASE III MASTER BUDGET & SCHEDULE

Table 6 demonstrates that Phase 3 projects remain on schedule and budget for the most part. The major increase is to accommodate the refresh of infrastructure technology and mobile device access to teachers and students. Like Phase 2 improvements, these schedules and budgets may be severely impacted if a new State bond is not placed before voters or the State School Facility Program is not otherwise adequately funded. Phase 3 improvements are substantially dependent on State receipts and reimbursement from eligible Phase 2 improvements.

**TABLE 6: PHASE III MASTER BUDGET & SCHEDULE (FY 2021 – FY 2026)**

Project	Adopted Schedule Jan-13	Adjusted Schedule Jun-15	Budget	Variance
Design & Construct K-5 Multipurpose Room				
<b>Marina West</b>	2025	<b>2026</b>	\$3,511,836	\$0
<b>Rose</b>	2025	<b>2024</b>	\$4,812,469	\$0
<b>Sierra Linda</b>	2025	<b>2023</b>	\$3,197,339	\$0
<b>Brekke</b>	2025	<b>2026</b>	\$697,557	\$0
McAuliffe	2022	2022	\$1,440,725	\$0
Ramona	2022	2022	\$1,755,474	\$0
Ritchen	2021	2021	\$3,269,888	\$0
Est. Subtotal K-5 Multipurpose Room			\$18,685,288	\$0
Design & Improve K-5 Kindergarten Facilities				\$0
<b>McKinna</b>	2022	<b>2021</b>	\$1,307,554	\$0
<b>Marina West</b>	2022	<b>2021</b>	\$2,515,166	\$0
<b>Rose</b>	2024	<b>2022</b>	\$3,180,218	\$0
<b>Sierra Linda</b>	2022	<b>2021</b>	\$1,827,226	\$0
Est. Subtotal Kindergarten Facilities			\$8,830,164	\$0
Technology	2025	2025	\$9,000,000	\$741,486
Program Reserve	2021	2021	\$2,634,504	(\$942,892)
<b>Est. Total</b>			<b>\$39,149,955</b>	<b>(\$201,406)</b>
Est. Ending Fund Balance				\$0

\*Current dollars

# ENROLLMENT, STATE AID & EXPENDITURES

## 5.1 ENROLLMENT ANALYSIS

In an effort to analyze the District's eligibility for State new construction and modernization grants and to project the demand for future school facilities, the District's 2013 Facilities Implementation Program included a general review of enrollment characteristics. In an effort to update this information, a review of recent enrollment data based on the Fiscal Year 2014-15 CALPADS (formerly CBEDS) attendance data was utilized by the District's demographic consultant, DecisionInsite.

Table 7 presents the latest enrollment information for the District as of March 2015 by school and grade level. Total enrollment is stated at 16,997 with the majority in K-5 schools, followed by K-8 and 6-8 enrollment totals. Total K-5 enrollment is stated at 11,893 and total grade 6-8 enrollment among the K-8 and middle school sites is tabulated at 5,104.

**TABLE 7: CURRENT ENROLLMENT**

School	K	1	2	3	4	5	6	7	8	Grand Total	Total K-5	Total 6-8
Brekke	117	98	93	115	107	107				637	637	
Elm	110	132	156	106	125	114				743	743	
Harrington	166	88	61	76	78	63				532	532	
Marina West	95	105	112	111	100	104				627	627	
Marshall	129	80	72	94	106	95				576	576	
McAuliffe	174	93	114	136	104	138				759	759	
McKinna	167	101	103	102	143	121				737	737	
Ramona	126	108	89	110	82	72				587	587	
Ritchen	147	101	113	121	82	103				667	667	
Rose	145	144	123	117	94	109				732	732	
Sierra Linda	137	135	115	123	102	95				707	707	
<b>Subtotal K-5</b>										<b>7304</b>	<b>7304</b>	
Lemonwood	108	120	121	148	127	115	95	81		915	739	176
Chavez	114	119	97	109	125	93	123	95		875	657	218
Curren	122	138	137	123	139	107	108	106	99	1079	766	313
Kamala	119	158	146	149	140	135	130	105	91	1173	847	326
Driffill	133	119	166	152	130	157	136	116	124	1233	857	376
Soria	91	118	115	141	139	119	107	117	109	1056	723	333
<b>Subtotal K-8</b>										<b>6331</b>	<b>4589</b>	<b>1742</b>
Frank							390	419	529	1,338		1338
Fremont							385	377	394	1,156		1156
Haydock							254	274	340	868		868
<b>Subtotal 6-8</b>										<b>3,362</b>		<b>3362</b>
<b>Total</b>	<b>2200</b>	<b>1957</b>	<b>1933</b>	<b>2033</b>	<b>1923</b>	<b>1847</b>	<b>1728</b>	<b>1690</b>	<b>1686</b>	<b>16997</b>	<b>11893</b>	<b>5104</b>

The State’s CALPADS data system reported 2014-2015 District enrollment in October at 16,932 Kindergarten through 8th Grade students, updated to 16,997 in March. Comparable enrollment numbers for each of the last 3 years are presented in Table 8, as reported to the State the first Wednesday of October and demonstrating an overall growth of 197 students from the prior academic year and a growth of 878 students since 2012. Based on cohort growth analysis and pending development permits with the City of Oxnard, DecisionInsite data suggests a stabilizing of annual kindergarten enrollment into the next five year period, yielding a projected growth in total K-5 enrollment of approximately 303 students. As further displayed, the majority of growth is projected to occur in the grade 6-8 level with a projected increase of 792 students. Overall enrollment is projected to increase by 1,095 students. Overall, the District needs to anticipate the housing of 18,092 students by 2020, 12,196 in facilities that support K-5 instruction and 5,896 in grades 6-8 facilities.

**TABLE 8: LAST 3 YEARS & PROJECTED ENROLLMENT NEXT 5 YEARS**

Grade	Prior Enrollment			Current 2014-15	Projected Enrollment					Projected Net Change
	2011-12	2012-13	2013-14		2015-16	2016-17	2017-18	2018-19	2019-20	
Kindergarten	2,052	2,015	2,105	2,200	2,342	2,322	2,315	2,328	2,343	143
1st	1,973	2,077	1,943	1,957	1,848	2,011	1,998	1,994	2,009	52
2nd	1,872	1,926	2,037	1,933	1,896	1,827	1,991	1,981	1,995	62
3rd	1,820	1,854	1,924	2,033	1,907	1,899	1,833	2,000	1,990	(43)
4th	1,722	1,786	1,850	1,923	2,028	1,907	1,897	1,836	2,007	84
5th	1,712	1,759	1,762	1,847	1,915	2,033	1,911	1,908	1,849	2
<b>Subtotal</b>	<b>11,152</b>	<b>11,415</b>	<b>11,624</b>	<b>11,893</b>	<b>11,937</b>	<b>11,999</b>	<b>11,944</b>	<b>12,045</b>	<b>12,196</b>	<b>303</b>
6th	1,744	1,746	1,752	1,728	1,854	1,936	2,054	1,925	1,937	209
7th	1,668	1,719	1,706	1,690	1,699	1,824	1,912	2,033	1,917	227
8th	1,554	1,658	1,717	1,686	1,691	1,707	1,830	1,921	2,041	355
<b>Subtotal</b>	<b>4,967</b>	<b>5,122</b>	<b>5,176</b>	<b>5,104</b>	<b>5,245</b>	<b>5,467</b>	<b>5,795</b>	<b>5,878</b>	<b>5,896</b>	<b>792</b>
<b>Total</b>	<b>16,119</b>	<b>16,537</b>	<b>16,800</b>	<b>16,997</b>	<b>17,182</b>	<b>17,466</b>	<b>17,739</b>	<b>17,923</b>	<b>18,092</b>	<b>1,095</b>

### 5.1.1 PROJECTED K-5 ENROLLMENT AND NEED FOR PERMANENT SCHOOL FACILITIES

The Implementation Plan established the District’s goal to house all students in permanent school facilities and to eliminate the use of portable facilities as soon as possible. To that end, the District established specifications for grade K-8 facilities and adopted a financing program that would amalgamate local funding sources to optimize and leverage over \$60 million in eligible State grants under the SFP to replace all portables with permanent classroom facilities. Regardless of the District’s educational program, the State School Facilities Program only counts the capacity of permanent classrooms to house enrollment and loads each permanent classroom for K-5 at 25 students. Any portion of the total student enrollment district wide not found to be housed in permanent school facilities is deemed to be “unhoused” by the State and eligible for grant funding.

Table 9 presents current and projected enrollment by school site and the amount of permanent classrooms currently available and those projected to be completed as part of the construction of the

new Harrington, Elm and Lemonwood schools. Based on this methodology, the District will have a net “unhoused” student population as characterized by the State of approximately 1224 students. Based on the District’s specifications for new school student enrollment, this is approximately equivalent to the need for two new schools to house the projected and current new K-5 enrollment in permanent classroom facilities.

**TABLE 9: PROJECTED GRADE K-5 ENROLLMENT GROWTH**

School	Current Enrollment (2015)	Permanent Classrooms (2015)	Est. Perm. Capacity (2015)	Adtl. Perm. Capacity (2020)	Projected Enrollment (2020)	Amt. Housed/ (Unhoused) (2020)
Brekke	637	27	675		685	(10)
Elm	743	12	300	300	699	(99)
Harrington	532	17	425	250	773	(98)
Marshall	576	28	700		632	68
McAuliffe	759	28	700		886	(186)
McKinna	737	17	425		813	(388)
Ramona	587	26	650		668	(18)
Ritchen	667	28	700		716	(16)
Rose	732	31	775		826	(51)
Sierra Linda	707	21	525		825	(300)
Marina West	627	20	500		600	(100)
Chavez	657	27	675		741	(66)
Curren	766	27	675		703	(28)
Driffill	857	27	675		652	23
Kamala	847	27	675		784	(109)
Lemonwood	739	13	325	300	618	7
Soria	723	29	725		578	147
<b>Total K-5</b>	<b>11,893</b>	<b>405</b>	<b>10,125</b>	<b>850</b>	<b>12,199</b>	<b>(1,224)</b>

**Notes:**

1. Capacity loading at State standards: 25 per permanent classroom

**5.1.2 PROJECTED 6-8 ENROLLMENT AND NEED FOR PERMANENT SCHOOL FACILITIES**

Table 10 presents a similar analysis of the need for permanent grade 6-8 school facilities. It presents current and projected enrollment by school site and the amount of permanent classrooms currently available and those projected to be completed as part of the planned grade 6-8 construction of facilities at Lemonwood school. Under this analysis, the District will have a net “unhoused” student population as characterized by the State of approximately 873 students. Based on the District’s specifications for new school student enrollment, this is approximately equivalent to the need for a new school to house the projected and current 6-8 enrollment in permanent classroom facilities.

**TABLE 10: PROJECTED GRADE 6-8 ENROLLMENT GROWTH**

School	Current Enrollment (2015)	Permanent Classrooms (2015)	Est. Perm. Capacity (2015)	Adtl. Perm. Capacity (2020)	Projected Enrollment (2020)	Amt. Housed/ (Unhoused) (2020)
Frank	1,338	45	1,215		1,349	(134)
Fremont	1,156	34	918		1,352	(434)
Haydock	868	32	864		770	94
Chavez	218	14	378		444	(66)
Curren	313	14	378		375	3
Driffill	376	14	378		403	(25)
Kamala	326	13	351		484	(133)
Lemonwood	176	3	81	243	298	26
Soria	333	8	216		420	(204)
<b>Total 6-8</b>	<b>5,104</b>	<b>177</b>	<b>4,779</b>	<b>243</b>	<b>5,895</b>	<b>(873)</b>

**Notes:**

1. Capacity loading at State standards: 27 per permanent classroom

## 5.2 STATE AID

Through the Department of General Services, Office of Public School Construction (OPSC), the State of California provides assistance to eligible school districts in the modernization and new construction of public schools through the School Facilities Program. OPSC operates various programs pursuant to State Law and provides projects to be considered by the State Allocation Board for specific funding. Historically, project funding by the State has been supported through the periodic approval of State bonds for school improvements by California voters.

The Oxnard School District continues to participate in the State School Facilities Program. Under the current program, school districts must apply and qualify for specific grant amounts, pursuant to various rules, regulations and requirements. The amount, type and process for securing grant funds is subject to periodic adjustment; therefore the district has elected to maintain an active role in seeking and navigating the overall process. Currently, the District participates in the State program for school modernization and in the program to construct new school facilities. These programs are summarized below as well as the District's current and projected eligibility for program funding. Applications that have been approved by the District and submitted to OPSC are also summarized and presented for review.

### 5.2.1 STATE AID MODERNIZATION ELIGIBILITY UPDATE

The State's Modernization Program provides state funds on a 60-40 state and local sharing basis for improvements that educationally enhance existing school facilities. Eligible projects include modifications such as air conditioning, plumbing, lighting, and electrical systems. Applications are submitted to the Office of Public School Construction in two stages:



1. **Eligibility:** Modernization eligibility is established separately for each school site and requires that permanent facilities be at least 25 years old and portable facilities be at least 20 years old. Students must be enrolled in those facilities based on State classroom loading standards of 25 per classroom for grades K-6 and 27 per classroom for grades 7-8. Once established, site eligibility is not subject to annual review.
2. **Funding:** A district with modernization eligibility may request funding. Funding is provided on a 60-40 State grant/local match basis. The pupil grant is currently \$3,939 for grades K-6 and \$4,167 for grades 7-8. Eligible costs include design, construction, educational technology, testing, inspection, furniture and equipment. Limited supplemental funding is available for excessive cost such as fire safety and accessibility improvements. Grant levels are periodically reviewed by the State. Program funding is subject to project performance and “close out.”

Table 11 summarizes the District’s eligibility for State modernization grants for permanent and portable facilities. These are estimated based on an inventory maintained by the District for each school site relative to age of classroom facilities. Total eligibility dollars for classroom modernization, including both permanent and portable facilities, are estimated to be \$29,441,181 over the planned phases of improvements. Approximately \$ 13.0 million is projected to be available during the Phase 1 period of improvement with the balance available during the Phase 3 period. No additional eligibility is anticipated for modernization during the Phase 2 period.

**TABLE 11: ESTIMATED MODERNIZATION ELIGIBILITY – CLASSROOMS 60-40 PROGRAM\* (2015)**

School Site	CRMs	Phase I (FY 2013-17)		Phase II (FY 2018-2020)	Phase III (FY 2021-26)		Total Amount
		CRMs	Amount		CRMs	Amount	
Brekke	28	0			28	\$2,757,300	\$2,757,300
Chavez	0	0			0		\$0
Curren	1	0			1	\$98,475	\$98,475
Driffill	0	0			0		\$0
Elm	19	0			19	\$1,871,025	\$1,871,025
Frank	48	0			48	\$5,400,432	\$5,400,432
Fremont	36	36	\$4,050,324		0		\$4,050,324
Harrington	0	0			0		\$0
Haydock	0	0			0		\$0
Kamala	5	0			5	\$492,375	\$492,375
Lemonwood	15	8	\$787,800		7	\$689,325	\$1,477,125
Marina West	14	8	\$787,800		6	\$590,850	\$1,378,650
Marshall	0	0			0		\$0
McAuliffe	35	33	\$3,249,675		2	\$196,950	\$3,446,625
McKinna	14	7	\$689,325		7	\$689,325	\$1,378,650
Ramona	24	0			24	\$2,363,400	\$2,363,400
Ritchen	29	27	\$2,658,825		2	\$196,950	\$2,855,775
Rose	3	0			3	\$295,425	\$295,425
Sierra Linda	16	8	\$787,800		8	\$787,800	\$1,575,600
Soria	0	0			0		\$0
<b>Total</b>	<b>287</b>	<b>127</b>	<b>\$13,011,549</b>		<b>160</b>	<b>\$16,429,632</b>	<b>\$29,441,181</b>

\*Current dollars

## 5.2.2 STATE AID NEW CONSTRUCTION ELIGIBILITY UPDATE

The State’s New Construction Program provides State funds on a 50/50 state and local sharing basis for eligible projects that add capacity to a school district. The goal is to add capacity to school districts to house students, including the construction of a new school or the addition of classrooms to an existing school. Applications are submitted to the Office of Public School Construction in two stages:

1. **Eligibility:** Eligibility for new construction funding is not site specific and is determined by the gap between a district’s projected enrollment and its existing classroom capacity. Classroom capacity is based on State loading standards of 25 students per classroom for grades K-6 and 27 students per classroom for grades 7-8. Historical and projected student enrollment, plus approved, but not yet built residential units, are utilized to estimate the gap between the amount of future students and the current ability to house students in permanent facilities. Portable classrooms are not counted by the State as being permanently available to house pupils. Until approved for construction, eligibility is subject to annual review.
2. **Funding:** Once eligibility is approved a district may apply for funding. Funding is provided on a 50/50 State grant/local match basis. The pupil grant is currently \$10,345 for grades K-6 and \$10,942 for grades 7-8, and is counted based on each student found to exceed a district’s permanent capacity to house students. Eligible costs include design, construction, testing, inspection, furniture and equipment, and other costs closely related to the actual construction of school buildings. Supplemental grants are available for site acquisition, utilities, on/off-site and general site development, and other excessive costs. Grant levels are periodically reviewed by the State.

Table 12 summarizes the District’s estimated new construction eligibility based on the latest pupil grant amounts approved by the State. The District is currently eligible for approximately \$69.1 million in new construction grants. Of this total, approximately \$58.9 million is available for grades K-6 facilities and \$10.2 million is available for 7-8 grade levels. These amounts continue to be subject to a local match requirement by the District equal to the amount of the total State grant. If enrollment continues to grow, the amount of State eligibility for new construction is expected to increase. The estimated eligibility is available district wide, but subject to the availability of funding from the State School Facilities Program as previously referenced.

**TABLE 12: ESTIMATED NEW CONSTRUCTION ELIGIBILITY – 50/50 PROGRAM\* (2015)**

Grade Level	Est. Eligible Pupils	Est. Grant per Pupil Effective 01-15	Est. Grant Amount (50%)	Est. Local (50%)	Project Total (100%)
K-6	5,691	\$10,345	\$58,873,395	\$58,873,395	\$117,746,790
7-8	932	\$10,942	\$10,197,944	\$10,197,944	\$20,395,888
<b>Total</b>	<b>6,623</b>		<b>\$69,071,339</b>	<b>\$69,071,339</b>	<b>\$138,142,678</b>

\*Current dollars

### 5.2.3 SUBMITTED STATE GRANT APPLICATIONS TO DATE

Pursuant to Table 13, six applications have been approved by the Board and subsequently approved by the Office of Public School Construction (OPSC) for approximately \$19.8 million in applications for reimbursement funding from the State for acquisition of the Southwest school site, kindergarten improvements to Driffill, the Harrington new school construction, and the Fremont and McCauliffe modernization improvements. The application for Harrington was also utilized to optimize available modernization funding for the new school construction by utilizing the “like for like” replacement of portables with permanent facilities option allowed by the State, garnering additional grant dollars. The District has secured its place in line under the current program rules for funding of these applications. Under current rules, funding would be available subsequent to the completion, return, or cancellation of uncertified projects filed prior to the District applications. As of the latest accounting, a range of approximately \$338 - \$396 million in grant funding applications remain ahead of the District.

**TABLE 13: SUBMITTED STATE GRANT APPLICATIONS (2015)**

Project	Application Type	Est. Grant Amount*	Pupil Grants Utilized				
			K-6	7-8	Non-Severe	Modernization	New Construction
Seabridge	Site Acquisition	\$4,838,306	0	0	0	0	0
Driffill Kindergarten	New Construction	\$1,477,290	0	132	0	0	132
New Harrington School	New Construction	\$12,057,784	990	0	13	0	1,003
New Harrington School	"Like for Like" Modrn.	\$295,425	75	0	0	75	0
Project 1 - Fremont	Modernization	\$992,502	0	238	0	238	0
Project 1 - McCauliffe	Modernization	\$98,475	25	0	0	25	0
<b>Total</b>		<b>\$19,759,782</b>	<b>1,090</b>	<b>370</b>	<b>13</b>	<b>338</b>	<b>1,135</b>

\*Current dollars

### 5.3 PROJECTED FUNDING FOR “UNHOUSED” K-5 & 6-8 STUDENT ENROLLMENT

Based on the total development cost of Harrington Elementary, including construction costs (net land), approximately \$24 million is estimated to be needed to construct a similar 28 classroom, 700 student facility with necessary multipurpose, library, administration and related support facilities. The District qualifies for approximately 5,691 pupil grants for grade levels K-6; 990 have already been applied towards the new Harrington school construction. At this time, the remaining 4,701 pupil grants may be used for K-5 construction, including the projected two new schools, Elm, and the K-6 portion of Lemonwood. Any balance would also be available towards meeting the sixth grade component of the planned new middle school and Marshall 6-8 addition. At the current amount of \$10,345 per pupil grant, the use of 1224 K-5 pupil grants would result in approximately \$12.6 million in State grants, plus associated site development allowances

The estimated cost for the new middle school at the Doris site is estimated to be approximately \$41 million, including the need to construct 48 classrooms to accommodate 1200 students with a necessary

gym, library, administration and support facilities. As of 2015, the District is eligible for approximately 932 grade 7-8 pupil grants. Of these, 132 have already been submitted for use at Driffill. The balance is available to be used for new grade 7-8 construction, including the new middle school. If all pupil grants were applied against the cost of a new middle school, approximately \$9.5 million would be available towards total construction costs, plus some allowance for site development costs.

**TABLE 14: PROJECTED STATE FUNDING FOR “UNHOUSED” K-5 & 6-8 ENROLLMENT**

<b>Grade Level</b>	<b>Est. Eligible Pupils</b>	<b>Est. Grant/Pupil Effective 01-15</b>	<b>Est. State Grant (50%)</b>
K-5	1,224	\$10,345	\$12,662,280
6-8	873	\$10,942	\$9,552,366
<b>Subtotal</b>			<b>\$22,214,646</b>
Est. Site Service (15%)			\$3,332,197
<b>Grand Total</b>			<b>\$25,546,843</b>

*\* In current dollars*

To obtain State funding, a local match of State grants is required, plus any additional amounts necessary to complete the required total school costs. At this time, these local sources of funding are beyond the scope of the Basic Program.

#### 5.4 PROJECT EXPENDITURE TO DATE

A budget and expenditure tracking protocol has been established and utilized for Phase 1 projects under current implementation. As of the December 2014 Semi-Annual Report, the total Phase 1 budget was approximately \$119.4 million, inclusive of the program reserve. Any changes to sources, uses, and schedules included in this report have taken into account actual District expenditures for the respective projects and are tracked against established project budgets. As needed, the program reserve and estimated ending fund balance will be utilized to accommodate unforeseen but required budget adjustments.

Table 15 provides a summary report of expenditures made for the Program during the period July 1, 2012 – April 30, 2015. Expenditures made after this period will be accounted for in the next Semi-Annual update. The District’s financial system accounts for expenditures by Fiscal Year (July 1 – June 30). The report is organized by Fiscal Year and includes expenditures across various construction funds. It should be noted that expenditures reporting is based on the budget approved as part of the December 2014 Semi-Annual Report. Once the recommended budget adjustments are approved as part of this June 2015 report, subsequent expenditure reports will reflect the revised budget value.

**TABLE 15: ESTIMATED PHASE I EXPENDITURES TO DATE**

Project	Adopted Budget	Fiscal Year Expenditures (as of 4/30/15)			Total
		2012-13	2013-14	2014-15	
Acquire Site New Elem K-5	\$7,635,282	\$7,601,124	\$34,158	\$0	\$7,635,282
Acquire Site New MS Site	\$60,000	\$0	\$14,625	\$3,276	\$17,901
Acquire Site New SE Elem	\$60,000	\$0	\$0	\$2,553	\$2,553
Design & Reconstruct Harrington Elem K-5	\$23,127,171	\$180,707	\$1,417,721	\$9,331,598	\$10,930,026
Design & Reconstruct Lemonwood Elem K-8	\$31,402,250	\$175,006	\$817,688	\$1,425,019	\$2,417,713
Design & Reconstruct Elm Elem K-5	\$20,170,543	\$0	\$403,304	\$970,334	\$1,373,638
<b>Design &amp; Improve K-5 Kindergarten Facilities</b>					
Ritchen	\$456,837	\$10,550	\$63,364	\$275,957	\$349,871
Brekke	\$271,122	\$11,473	\$55,041	\$181,143	\$247,656
McAuliffe	\$336,509	\$10,521	\$84,984	\$156,921	\$252,426
Driffill	\$2,477,832	\$51,334	\$56,711	\$187,469	\$295,514
<b>Total K-5 Kindergarten Facilities<sup>1</sup></b>	<b>\$3,542,300</b>	<b>\$83,877</b>	<b>\$260,099</b>	<b>\$801,490</b>	<b>\$1,145,467</b>
<b>Design &amp; Construct Science Labs/Academies</b>					
Chavez	\$609,365	\$11,733	\$163,069	\$404,149	\$578,951
Curren	\$560,940	\$11,733	\$113,723	\$416,587	\$542,043
Kamala	\$553,389	\$11,733	\$148,583	\$404,174	\$564,489
Haydock	\$1,066,467	\$62,116	\$294,587	\$575,492	\$932,195
Fremont	\$1,796,043	\$83,074	\$505,454	\$1,028,029	\$1,616,557
<b>Total Science Labs/Academies<sup>1</sup></b>	<b>\$4,586,204</b>	<b>\$180,388</b>	<b>\$1,225,415</b>	<b>\$2,828,432</b>	<b>\$4,234,235</b>
<b>Pre-Kindergarten Improvements</b>					
Harrington	\$893,776	\$0	\$0	\$0	\$0
Lemonwood	\$860,386	\$0	\$0	\$0	\$0
<b>Total Pre-Kindergarten Improvements</b>	<b>\$1,754,162</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Ritchen New Special Day Classroom</b>	\$175,000	\$0	\$0	\$0	\$0
<b>New MS Classroom Addition</b>	\$5,090,519	\$0	\$0	\$0	\$0
<b>FF&amp;E Allowance</b>	\$133,320	\$0	\$14,455	\$2,705	\$17,160
<b>Technology</b>	\$11,201,175	\$1,320,563	\$7,455,662	\$1,674,652	\$10,450,878
<b>Program Planning</b>	\$150,474	\$150,000	\$474	\$0	\$150,474
<b>Program Reserve</b>	\$10,698,854				
<b>TOTAL</b>	<b>\$119,787,254</b>	<b>\$9,691,666</b>	<b>\$11,643,603</b>	<b>\$17,040,058</b>	<b>\$38,375,327</b>

Notes:

1. Budgets have been adjusted to include Board approved Project 1 Change Order of \$331,529

2. Figures presented above are unaudited

As of April 30, 2015, approximately \$38.4 million has been expended for the Program. The District has also expended approximately \$27.2 million in expenditures outside of the program for other facilities related needs, for a total of \$65.6 million in total construction fund expenditures for the duration of the Program to date. Detailed expenditure reports, broken down into subcategories of spending have been prepared and submitted to District staff, and are available for review by the Board and Citizens Oversight Committee.

## SECTION 6:

# RECOMMENDATIONS

## 6.1 CONCLUSION & RECOMMENDATIONS

Over the next six months of implementation, the Master budget will continue to be monitored and maintained. Expenditure reporting will continue and be updated to reflect recommended budget adjustments provided in this June 2015 report. Budgets will also be reviewed and adjusted, where required, to accommodate actual contract commitments achieved over the next six months. Steps will be taken to continue filing for State funding applications and required agency approvals for project development and construction. Status reports will be provided to the Board as need.

As part of the formal review process, It is recommended that the Board:

- Accept and adopt the June 2015 Semi-Annual Implementation Program Update as an adjustment to the Facilities Implementation Program as recommended.
- Establish a date at its regularly scheduled December 2015 meeting to consider the next six month update.

# EXHIBIT A

## PRESENTATIONS, WORKSHOPS & UPDATES TO THE BOARD OF TRUSTEES

The table below contains a listing of presentations, workshops, and updates to the Board of Trustees for the Oxnard School District Facilities Implementation Program. Documentation of all Board activities are provided for the prior six months. For documentation of prior related Board Action items, please reference the same section of previous reports.

Date	Board Agenda Item	Agenda Description	Purpose	Action
20-May-15	C-9	Report on General Obligation Bond Refunding	Presentation and overview of the bond refunding	Pending
20-May-15	D-5	Approval of Pre-Qualified Architect for the Oxnard School District’s Measure “R” Facilities Implementation Program	Approve the selection and recommendation of the list of pre-qualified Architectural firms for the OSD’s Measure “R” Facilities Implementation Program	Pending
6-May-15	A-4	K-5 Strand Schools Report Updated – Sierra Linda School	Presentation to the Board regarding the updated development of the Academy Stand Focuses for the Sierra Linda School	Presentation /No Action
6-May-15	D-2	Approval of Resolution #14-32, The Use of Grants Application to OPSC for the Lemonwood Construction, by the Board of Trustees of The Oxnard School District	Approve the submittal of the use of grants application for Project 3: Lemonwood Reconstruction	Approved
6-May-15	D-3	Approval of Resolution #14-33, The Use of Grants Application to OPSC for the Elm Construction, by the Board of Trustees of The Oxnard School District	Approve the submittal of the use of grants application for Project 5: Elm Reconstruction	Approved
6-May-15	D-4	Consideration and Approval of Resolution #14-34 of the making certain environmental findings of fact and determinations in connection with the reconstruction of Project 5: Elm	Approve of the Tetra Tech’s findings and determinations related to certain environmental conditions in connection with Project 5: Elm reconstruction	Approved
6-May-15	D-5	Approval of Resolution #14-43 approving the final architectural drawings for Project 5- Elm Elementary School Reconstruction and authorizing the District to submit the drawings to the DSA for review	Approve of the final architectural drawings for Project 5: Elm and authorization to submit to DSA for review	Approved
6-May-15	D-7	Approval of Amendment #5 to Agreement #07-100 with Caldwell Flores Winters, Inc. - Financial Consulting and Advisory Services	Approve of Amendment #5 to Agreement #07-100 for Financial Consulting and Advisory Services with CFW	Approved
22-Apr-15	5	Approval of change orders and amended Lease-Leaseback Agreements #13-198 through #13-221 for Vanir Construction, Inc. for Project No. 1 – Kindergarten & Science Reconfiguration	Approve of change orders and amended Agreements #13-198 through #13-221 with Vanir Construction for Project 1: KG & Science Reconfiguration	Approved
15-Apr-15	A-6	Middle School Capacity Improvements	Presentation to Board regarding the options to respond to the anticipated enrollment increases in the 6-8 configuration that may continue to increase demand for middle school facilities	Presentation /No Action

15-Apr-15	D-4	Approval of Resolution #14-32, The Use of Grants Application to OPSC for the Lemonwood Construction, by the Board of Trustees of The Oxnard School District	Approve the submittal of the use of grants application for Project 3: Lemonwood Reconstruction	Pulled
15-Apr-15	D-5	Approval of Resolution #14-33, The Use of Grants Application to OPSC for the Elm Construction, by the Board of Trustees of The Oxnard School District	Approve the submittal of the use of grants application for Project 5: Elm Reconstruction	Pulled
15-Apr-15	D-6	Consideration and Approval of Resolution #14-34 of the making certain environmental findings of fact and determinations in connection with the reconstruction of Project 5: Elm	Approve of Resolution #14-34 providing the Tetra Tech's findings and determinations related to certain environmental conditions in connection with Project 5: Elm reconstruction	Pulled
15-Apr-15	D-8	Approval of Amendment #5 to Agreement #07-100 with Caldwell Flores Winters, Inc. - Financial Consulting and Advisory Services	Approve of Amendment #5 to Agreement #07-100 for Financial Consulting and Advisory Services with CFW	Pulled
18-Mar-15	A-4	K-5 Strand Schools Report Update – Rose Avenue School	Presentation to the Board regarding the updated development of the Academy Stand Focuses for Rose Avenue Schools	Presentation /No Action
18-Mar-15	C-3	Award of RFP #14-02, Network Switches Project - E-Rate	Approval of RFP #14-02 for Network Switches Project – E-rate to CDW Government LLC	Approved
18-Mar-15	C-4	Award of RFP #14-03 Uninterruptable Power Supply Project - E-Rate	Approval of RFP #14-03 Uninterruptable Power Supply Project – E-Rate to MJP Technologies, Inc.	Approved
18-Mar-15	D-3	Approval of Resolution No. 14-31 Authorizing The Issuance of 2015 General Obligation Refunding Bonds In An Aggregate Amount Not To Exceed \$15,000,000	Approval of Resolution #14-31 authorizing the issuance, sale and delivery of 2015 General Obligation Refunding Bonds and authorize District representative to execute and deliver related documents and take related actions	Approved
18-Mar-15	D-5	Approval of Amendment #5 to Agreement #07-100 with Caldwell Flores Winters, Inc. - Financial Consulting and Advisory Services	Approval of Amendment #5 to Agreement #07-100 for Financial Consulting and Advisory Services with CFW	Pulled
18-Mar-15	E-1	Measure R Oversight Committee Annual Report	Presentation to Board of the Measure R Oversight Committee Annual Report	Approved
18-Mar-15	E-2	K-5 Strand Schools Report – Schools (McAuliffe/Ritchen)	Presentation to the Board regarding the development of the Academy Stand Focuses for the following schools: McAuliffe and Ritchen Schools	Presentation /No Action
11-Mar-15	5	Report on Facilities Implementation Program	Presentation to Board regarding Facilities Implementation Plan Quarterly Report Update and proposed plans until the end of the 2015 fiscal year	Presentation /No Action
4-Mar-15	A-6	Harrington Pre-School Facility	Presentation to Board of the design Harrington Pre-School Facility and intent to reconfigure three existing buildings to meet the Pre-K District specifications	Presentation /No Action
18-Feb-15	A-6	K-5 Strand Schools Report – Schools (Elm and Marshall)	Presentation to the Board regarding the development of the Academy Stand Focuses for the following schools: Elm and Marshall schools.	Presentation /No Action
18-Feb-15	C-2	Approval of WAL #001 for CEQA Compliance Services at Project No. 5 - Elm Pursuant to Master Agreement #13-132 with Tetra Tech	Approval of WAL #001 for CEQA Compliance Services at Project 5: Elm with Tetra Tech	Approved
18-Feb-15	C-3	Approval of WAL #001 for CEQA Consultant Services at the Proposed New Middle School Academy Site at Doris and Patterson Pursuant to Master Agreement #13-133 with LSA Associates, Inc.	Approval of WAL #001 for CEQA Consultant Services at the Proposed New Middle School Academy Site at Doris and Patterson with LSA Associates	Approved



18-Feb-15	C-4	Approval of WAL #002 for Surveying Services at the Proposed New Middle School Academy Site at Doris and Patterson Pursuant to Master Agreement #13-126 with MNS Engineers, Inc.	Approval of WAL #002 for Surveying Services at the Proposed New Middle School Academy Site at Doris and Patterson with MNS Engineers	Approved
18-Feb-15	D-2	Consideration and Ratification of Supplemental Work Authorization Letter #001S for Additional DSA Inspection Services (IOR), for Project No. 1 - Kindergarten and Science Reconfiguration Projects Pursuant to Master Agreement #13-130 with Nolte Vertical 5	Ratification of Supplemental WAL #001S for Additional DSA Inspection Services for Project 1: KG & Science Reconfiguration with Nolte Vertical 5	Approved
18-Feb-15	E-1	Report on General Obligation Bond Refunding	Presentation and overview of the potential savings to be realized by a possible May 2015 refinancing	Presentation/No Action
4-Feb-15	A-6	Presentation on Proposed Pre-School Facilities For Lemonwood Site	Presentation on the proposed use of the existing Kindergarten building at Lemonwood K-8 campus to be transformed into an Early Childhood Development Center	Presentation/No Action
4-Feb-15	D-2	Measure R GO Bond Building Fund of OSD Audit Report, June 30, 2014	Presentation of the findings from an independent auditor of the Measure "R" Bond program, and confirmed compliance with the compliance requirements of the Measure "R" General Obligation Bond proceeds	Presentation/No Action
21-Jan-15	C-3	Appointment of Representative To Fill Vacancy - Measure R Bond Oversight Committee	Approval of Measure "R" Bond Oversight Committee at-Large representative	Approved
21-Jan-15	C-15	Declaration of Restrictive Covenant for Storm Water Quality Control Measures, Maintenance and Access - New Harrington School Project	Authorize the Superintendent to execute the Declaration of Restrictive Covenant for Storm Water Quality Control Measures, Maintenance and Access for Project 4: Harrington	Approved
21-Jan-15	D-3	Consideration of Acceptance by the OSD Board of Trustees of the Fourth Semi-Annual Facilities Implementation Program Update	Acceptance of the 4 <sup>th</sup> Semi-Annual Facilities Implementation Program Report	Approved
21-Jan-15	D-4	Consideration & Approval Of Resolution No. 14-22 Of The Board Of Trustees Of The OSD Approving The Final Architectural Drawings For Project No. 3: Lemonwood K-8 Reconstruction, Authorizing the District to Submit The Drawings To The Division Of The State Architect For Review & Approval Of The Modified Project Schedule	Approval of Resolution #14-22 and final architectural drawings for Project 3: Lemonwood to be submitted to DSA for review and approval of the modified project schedule	Approved
21-Jan-15	D-5	Consideration & Approval Of Resolution No. 14-23 Releasing Seward L. Schreder Construction Inc. Of Certain Obligations Under Agreement #13-155 and Approval Of Agreement #14-166 with Swinerton Builders For Preconstruction Services Related To The Design & Reconstruction of Project No. 5: Elm Elementary School	Approval to release SLS from certain obligations under Agreement #13-155 and approval of Agreement #14-166 with Swinerton Builders for Precon Services related to Project 5: Elm	Approved
21-Jan-15	E-2	K-5 Strand Schools Report – Schools (Harrington, Marina West, Ramona)	Presentation to the Board regarding the development of the Academy Stand Focuses for the following schools: Harrington, Marina West and Ramona Schools	Presentation/No Action
21-Jan-15	E-3	Report On Close-Out Of Project No. 1: Kindergarten & Science Reconfiguration Projects	Presentation on the status of the closeout of Project 1: KG & Science Reconfiguration and the need for approval of change orders and amended agreement	Presentation/No Action
21-Jan-15	E-4	Presentation On Project No. 6: Modifications To SDC Room At Ritche School And Proposed Method Of Delivery	Presentation on modification to SDC Room at Ritche ES and proposed method of delivery	Presentation/No Action
10-Dec-14	C-7	Approval of WAL #001 for CEQA Compliance Services Project 3 - Lemonwood per Master Agreement #13-131 Rincon Consultants Inc.	Approval to contract with Rincon for CEQA Compliance Services on Project 3: Lemonwood Reconstruction	Approved

10-Dec-14	C-8	Approval of WAL #004 for Asbestos, Lead & Hazardous Materials Survey, Testing & Monitoring Services Project 4 - Harrington School per Master Agreement #13-136 Encorp	Approval to contract with Encorp for hazardous materials survey, testing and monitoring construction phase services on Project 4: Harrington Reconstruction	Approved
10-Dec-14	C-10	Annual Appointment/ Re-Appointment of Measure R Bond Oversight Committee	Appoint and reappoint community and organizational members to the Bond Oversight Committee	Approved
10-Dec-14	E-1	K-5 Strand Schools Report – Schools (Brekke, Harrington, McKinna, Rose Avenue, Sierra Linda)	Presentation to the Board regarding the development of the Academy Stand Focuses for the following schools: Brekke, Sierra Linda, Rose Avenue, McKinna, and Harrington schools.	Presentation /No Action
10-Dec-14	E-2	Report on Facilities Implementation Program	Presentation to Board of the 4 <sup>th</sup> Semi-Annual Report on Facilities Implementation Program	Presentation/No Action



# OXNARD SCHOOL DISTRICT

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

## SCHEDULE OF BOARD MEETINGS JANUARY – DECEMBER 2015

(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	21	Regular Board Meeting (Note: only ONE meeting in January)
February	4	Regular Board Meeting
	18	Regular Board Meeting
March	4	Regular Board Meeting
	18	Regular Board Meeting
April	15	Regular Board Meeting (Note: only ONE meeting in April)
May	6	Regular Board Meeting
	20	Regular Board Meeting
June	3	Regular Board Meeting
	24	Regular Board Meeting
July		District Dark – No meeting in July
August	5	Regular Board Meeting
	<b>26</b>	<b><i>Regular Board Meeting</i></b>
September	2	Regular Board Meeting
	16	Regular Board Meeting
October	7	Regular Board Meeting
	21	Regular Board Meeting
November	4	Regular Board Meeting (Note: only ONE meeting in November)
December	9	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 Revised: 05-20-15  
Board Approved: 12-10-14

*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.”*