

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
Dr. Nancy Carroll
Interim Assistant Superintendent,
Educational Services
Ms. Lisa Cline
Assistant Superintendent,
Business & Fiscal Services

AGENDA #9 REGULAR BOARD MEETING

Wednesday, January 21, 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

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

Dr. Andres Duran, Principal at McAuliffe School, will introduce a student, who will lead the audience in the Pledge of Allegiance.

A.3 District's Vision and Mission Statements

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

A.4 Presentation by McAuliffe School Staff

Dr. Duran will provide a short presentation to the Board regarding his campus. 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 – The California Voting Rights Act (CVRA) Update (Dr. Morales)

The Board will receive an updated report on “The California Voting Rights Act” (CVRA).

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

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

A.8 Closed Session

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

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

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

Section A
PRELIMINARY
(continued)

A.8 Closed Session (Continued)

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

A.9 Reconvene to Open Session

7:00 PM

A.10 Report Out of Closed Session

The Board will report on any action taken in closed session or take action on any item considered in closed session.

A.11 Approval of Minutes

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

Notes:
Moved:
Seconded:

2014-15 Board Meetings

- November 12, 2014, regular meeting
- December 10, 2014, regular meeting

ROLL CALL VOTE:

O’Leary __, Morrison __, Cordes __, Duff __, Robles-Solis __

A.12 Award Presentation to Frank, Fremont & Haydock From Santa To The Sea Organization (Driver/Shea)

The following schools: Frank, Fremont, and Haydock Middle Schools participated in the Neighborhood Challenge during the Santa To The Sea half marathon race on Sunday, December 14, 2014. Mr. Mike Barber, Race Coordinator will be presenting awards to Frank, Fremont, and Haydock Middle Schools.

Notes:
Moved:
Seconded:

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 B
HEARINGS/PUBLIC COMMENT

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

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

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

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

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

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

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

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

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

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

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

Section C CONSENT AGENDA

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

Notes:
Moved:
Seconded:

ROLL CALL VOTE:

O’Leary __, Morrison __, Cordes __, Duff __, Robles-Solis __

C.1 Agreements

| | |
|--|---|
| <p>It is recommended that the Board approve the following agreements:</p> <ul style="list-style-type: none"> ▪ Amendment #1 to Agreement #13-158 with Sandy Point Ink, LLC, to provide additional services which include working on and expediting the federal mandated community and parent outreach and dissemination of the MSAP Grant program; original amount was for \$175,000.00, amendment #1 is for \$10,000.00, for a total amount of \$185,000.00, to be paid with MSAP Grant Funds; ▪ Amendment #1 to Agreement #14-89 with California Department of Education – Child Development Division Contract #CSPP-4629 to operate State Preschool programs, CDE issued Amendment #1 increasing the Standard Reimbursement Rate by five percent (5%) which amends the Maximum Reimbursable Amount to \$1,185,667.00 and enrollment days to 32,844 (FTE rate); Amendment #1 is for \$102,700.00 of additional funding to operate State Preschool Programs for a total contract amount of \$1,185,667.00; ▪ #14-176 with Buck Institute for Education, to provide follow-up training and support the implementation of Project Based Learning with the STEAM Academy Programs; amount not to exceed \$12,000.00, to be paid with MSAP Grant Funds; ▪ #14-177 with Students for Eco Education & Agriculture (SEEAG), to offer classroom presentations that teach the foundation of agriculture and food literacy to students and teachers; at no cost to the District; ▪ #14-178 with MOUSE Squad, to provide online curriculum program that aligns with state curriculum and national technology standards at Curren and Harrington Schools, January 22, 2015 through December 31, 2015; amount not to exceed \$3,500.00, to be paid with ASES Grant Funds; ▪ #14-179 with El Centrito Family Learning Centers, to provide a limited term (6-8 weeks) Kindergarten program for students at Driffill School; at no cost to the District; ▪ #14-184 with California Lutheran University, to form a Professional Development School partnership between Elm Elementary and CLU’s Graduate School of Education for the academic and clinical preparation of teacher candidates at various levels of pre-service preparation; January 22, 2015 through July 30, 2016; at no cost to the District; ▪ #14-185 with Azusa Pacific University, to provide educational fieldwork experiences as may be called for in the requirements of the various authorized credentials for public school service, January 22, 2015 through June 30, 2019; at no cost to the District; | <p>Dept/School Carroll/ West</p> <p>Carroll/ Driver</p> <p>Carroll/ West</p> <p>Carroll/ Driver</p> <p>Carroll/ Driver</p> <p>Carroll/ Driver</p> <p>Vaca/ Plaza</p> <p>Vaca/ Plaza</p> |
|--|---|

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

Section C
CONSENT AGENDA
(continued)

C.1 Agreements (continued)

| | |
|--|----------------|
| It is recommended that the Board approve the following agreements: | Dept/School |
| <ul style="list-style-type: none"> ▪ #14-186 with University of La Verne, to provide fieldwork experiences to students enrolled in initial teaching and services credential undergraduate and graduate programs; at no cost to the District | Vaca/ Plaza |

C.2 Ratification of Agreements

| | |
|--|-------------|
| It is recommended that the Board approve the following ratifications: | Dept/School |
| <ul style="list-style-type: none"> ▪ 14-183 with E.J. Harrison & Sons Inc., to provide Districtwide Trash Pickup Services, for the fourth year of this service, for the period of December 1, 2014 through November 30, 2015; amount not to exceed \$166,200.91, to be paid with General Funds. | Gutierrez |

C.3 Appointment of Representative To Fill Vacancy – Measure R Bond Oversight Committee

| | |
|---|----------------------|
| It is the recommendation of the Assistant Superintendent, Business & Fiscal Services that the Board of Trustees make a determination regarding the appointment of Mr. Crittenden Ward as the Community-At-Large representative on the Measure R Bond Oversight Committee. | Dept/School Cline |
|---|----------------------|

C.4 Certification of Signatures

| | |
|---|----------------------|
| 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 |
|---|----------------------|

C.5 Resolution #14-18, Authorizing Cooperative Purchasing with the National Association of State Procurement Officials and Participation in Western States Contracting Alliance (WSCA) Contracts

| | |
|---|--------------------------------|
| It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Purchasing that the Board of Trustees approve and adopt Resolution #14-18, authorizing Cooperative Purchasing with National Association of State Procurement Officials Cooperative Purchasing Program, and Participation in the Western States Contracting Alliance (WSCA) Contracts, for the purchase of commodities, equipment, materials, information technology and services; any fees incurred will be charged to end user's budget. | Dept/School Cline/ Franz |
|---|--------------------------------|

C.6 Resolution #14-19, Authorizing Cooperative Purchasing with the California State Department of General Services Office of Procurement and Participation In California Multiple Award Schedule (CMAS) Contracts

| | |
|---|--------------------------------|
| It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Purchasing that the Board of Trustees approve and adopt Resolution #14-19, authorizing Cooperative Purchasing with the California State Department of General Services Office of Procurement, and Participation in the California Multiple Award Schedule (CMAS) Contracts, for the purchase of commodities, equipment, materials, information technology and services; any fees incurred will be charged to end user's budget. | Dept/School Cline/ Franz |
|---|--------------------------------|

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

Section C
CONSENT AGENDA
(continued)

C.7 Resolution #14-20, Authorizing Cooperative Purchasing with the Monterey County Office of Education and Participation in the CalSAVE Program

| | |
|---|---|
| <p>It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Purchasing that the Board of Trustees approve and adopt Resolution #14-20, authorizing Cooperative Purchasing with the Monterey County Office of Education, under the CalSAVE Program, for the purchase of commodities, equipment, materials, information technology and services; any fees incurred will be charged to end user's budget.</p> | <p>Dept/School Cline/ Franz</p> |
|---|---|

C.8 Resolution #14-21, Authorizing Cooperative Purchasing with the National Joint Powers Alliance (NJPA) and Participation in the NJPA Purchasing Program

| | |
|--|---|
| <p>It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Purchasing that the Board of Trustees approve and adopt Resolution #14-21, authorizing Cooperative Purchasing with the National Joint Powers Alliance (NJPA), and participation in the NJPA Purchasing Program, for the purchase of commodities, equipment, materials, information technology and services; any fees incurred will be charged to end user's budget.</p> | <p>Dept/School Cline/ Franz</p> |
|--|---|

C.9 Permission To Apply For Garden Grant

| | |
|---|--|
| <p>It is the recommendation of the Interim Assistant Superintendent, Educational Services and the Principal of Fremont Middle School, that the Board of Trustees approve the request to apply for a gardening grant offered by a local donor through District 12 PTA.</p> | <p>Dept/School Carroll/ Brisbine</p> |
|---|--|

C.10 Request For Approval For Out-of-State Conference Attendance – LLC Digital Conference

| | |
|---|--|
| <p>It is the recommendation of the Interim Assistant Superintendent, Educational Services and the Principal at Marina West School that the Board of Trustees approve request for Esther Vargas and Veronica Barraza, 5th grade teachers; to attend the Nature Bridge Organization at Olympic National Park in Washington State, from March 13-15, 2015; amount not to exceed a total of \$680.00. The cost breakdown is \$140.00 for the registration fee of each teacher and \$400.00 to cover the substitute cost of each teacher on Friday, March 13, 2015. Each teacher will be responsible to cover their own costs of travel, lodging and meals.</p> | <p>Dept/School Carroll/ Thomas</p> |
|---|--|

C.11 Approval of Contract with Interim Assistant Superintendent, Educational Services, CAO (Dr. Morales)

| | |
|---|------------------------------------|
| <p>It is recommended that the Board of Trustees approve the employment contract between the Board of Trustees and Dr. Nancy J. Carroll for the position of Interim Assistant Superintendent, Educational Services, CAO and execute said contract.</p> | <p>Dept/School Dr. Morales</p> |
|---|------------------------------------|

C.12 Report on Bond Construction Budgets

| | |
|---|------------------------------|
| <p>Attached for the Board's information is the district's current Bond Budget, as of Friday, January 9, 2015.</p> | <p>Dept/School Cline</p> |
|---|------------------------------|

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

Section C
CONSENT AGENDA
(continued)

C.13 Expenditure Transfer Report #14-05

| | |
|---|------------------------------------|
| It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Finance that the Board of Trustees approve the Expenditure Transfer Report #14-05, as submitted. | Dept/School Cline/ Penanhoat |
|---|------------------------------------|

C.14 Enrollment Reports

| | |
|--|----------------------|
| Attached for the Board's information are the District's Enrollment Reports for November and December 2014. | Dept/School Cline |
|--|----------------------|

C.15 Declaration of Restrictive Covenant for Storm Water Quality Control Measures, Maintenance and Access – New Harrington School Project

| | |
|---|--------------------------|
| It is the recommendation of the Executive Director of Facilities Planning, Engineering and Operations that the Board of Trustees authorize Dr. Cesar Morales, Superintendent to execute the Declaration of Restrictive Covenant for Storm Water Quality Control Measures, Maintenance and Access with the City of Oxnard for the new Harrington School Project. | Dept/School Gutierrez |
|---|--------------------------|

C.16 Declaration of Restrictive Covenant for Storm Water Quality Control Measures, Maintenance and Access – New Harrington Preschool Project

| | |
|--|--------------------------|
| It is the recommendation of the Executive Director of Facilities Planning, Engineering and Operations that the Board of Trustees authorize Dr. Cesar Morales, Superintendent to execute the Declaration of Restrictive Covenant for Storm Water Quality Control Measures, Maintenance and Access with the City of Oxnard for the new Harrington Preschool Project. | Dept/School Gutierrez |
|--|--------------------------|

C.17 Approval of the Quarterly Report on Williams Uniform Complaints, 2nd Quarter

| | |
|---|---------------------|
| It is the recommendation of the Assistant Superintendent, Human Resources & Support Services, that the Board of Trustees approve the Quarterly Report on Williams Uniform Complaints, second quarter, as presented. | Dept/School Vaca |
|---|---------------------|

C.18 Rejection of Liability Claim

| | |
|---|--------------------------------|
| It is the recommendation of the Assistant Superintendent, Human Resources & Support Services, and the Risk Manager that the Board of Trustees agree to reject York Claim VCBA06819A1. | Dept/School Vaca/ Magaña |
|---|--------------------------------|

C.19 Rejection of Liability Claim

| | |
|---|--------------------------------|
| It is the recommendation of the Assistant Superintendent, Human Resources & Support Services, and the Risk Manager that the Board of Trustees agree to reject York Claim VCBA06797A1. | Dept/School Vaca/ Magaña |
|---|--------------------------------|

C.20 Rejection of Liability Claim

| | |
|---|--------------------------------|
| It is the recommendation of the Assistant Superintendent, Human Resources & Support Services, and the Risk Manager that the Board of Trustees agree to reject York Claim VCBA06778A1. | Dept/School Vaca/ Magaña |
|---|--------------------------------|

C.21 Establish/Abolish/Reduce/Increase Hours of Positions

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

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

Section C
CONSENT AGENDA
(continued)

C.22 Personnel Actions

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 OSD Audit Report, June 30, 2014 (Cline/Penanhoat)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Finance that the Board of Trustees accept the Oxnard School District Audit Report, June 30, 2014.

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

ROLL CALL VOTE:

O’Leary __, Morrison __, Cordes __, Duff __, Robles-Solis __

D.2 Approval of Agreement #14-180 with Cumming Construction Management Inc. for Proposition 39 Energy Conservation and Energy Efficiency Services (Gutierrez)

It is the recommendation of the Executive Director of Facilities Planning, Engineering and Operations that the Board of Trustees approve Agreement #14-180 with Cummings Construction Management Inc., to provide Proposition 39 Energy Conservation and Energy Efficiency Services, January 22, 2015 through December 1, 2015; amount not to exceed \$201,133, to be paid with Proposition 39 Funds.

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

ROLL CALL VOTE:

O’Leary __, Morrison __, Cordes __, Duff __, Robles-Solis __

D.3 Consideration of Acceptance by the Oxnard School District Board of Trustees Of the Fourth Semi-Annual Facilities Implementation Program Update (Dr. Morales/CFW)

It is the recommendation of the District Superintendent that the Board of Trustees accepts and adopts the Fourth Semi-Annual Facilities Implementation Program Update, presented by Caldwell Flores Winters, Inc. at the December 10, 2014 regular board meeting.

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

ROLL CALL VOTE:

O’Leary __, Morrison __, Cordes __, Duff __, Robles-Solis __

D.4 Consideration And Approval of Resolution No. 14-22 Of The Board Of Trustees Of The Oxnard School District 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 And Approval Of The Modified Project Schedule (Cline/Gutierrez/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Executive Director of Facilities Planning, Engineering, & Operations, in conjunction with Caldwell Flores Winters Inc., that the Board of Trustees adopt Resolution #14-22 of the Board of Trustees of the Oxnard School District Approving the final architectural drawings for Project No. 3: Lemonwood K-8 Reconstruction; and authorizing the district to submit the drawings to the Division of State Architect for review and approval of the modified project schedule.

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**

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

D.5 Consideration And 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 and Reconstruction of Project No. 5: Elm Elementary School (Cline/Gutierrez/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Executive Director of Facilities Planning, Engineering, & Operations, in conjunction with Caldwell Flores Winters Inc., that the Board of Trustees adopt Resolution #14-23 releasing Seward L. Schreder Construction, Inc., of certain obligations under Agreement #13-155 and entering into Agreement #14-166 for Preconstruction Services with Swinerton Builders to provide Preconstruction Services related to the outstanding work on Project No. 5: Elm Reconstruction of Measure “R” Program and Oxnard Facilities Program.

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

ROLL CALL VOTE:

O’Leary __, Morrison __, Cordes __, Duff __, Robles-Solis __

D.6 Consideration and Adoption of Resolution #14-24 On Local Reserves Cap SB 858, Section 27/California Education Code 42127.01 (Dr. Morales)

It is the recommendation of the District Superintendent that the Board of Trustees consider and adopt Resolution #14-24 On Local Reserves Cap SB 858, Section 27/California Education Code 42127.01.

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.)

E.1 Update Math Adoption (Carroll/Curtis)

The Board will receive a presentation regarding the process used to recommend pilot mathematics material and will be presented with findings from the Pilot Committee.

E.2 Report on K-5 Strand Schools (Carroll/Driver)

The Board of Trustees will be presented a report regarding the development of the Academy Strand Focuses for the following schools:

- Harrington
- Marina West
- Ramona

E.3 Report on Close-Out of Project No. 1: Kindergarten and Science Reconfiguration Projects (Cline/Gutierrez/CFW, Inc.)

The Board will receive a report on the status of the close-out of Project No. 1 and the need for approval of change orders and amended agreements.

E.4 Presentation on Project No. 6: Modifications to SDC Room at Ritchen School And Proposed Method of Delivery (Dr. Morales/CFW, Inc.)

The Board will receive a report on modifications to SDC Room at Ritchen School and proposed method of delivery.

**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.)

F.1 Second Reading of Board Policies, Regulations and Bylaws

It is recommended that the Board review the following revised Board Policies, Administrative Regulations and Bylaws, as presented, and adopt for a second reading:

Note:
Moved:
Seconded:

| | | |
|--------------------------|---|------|
| Revision of AR 5145.3 | Student NONDISCRIMINATION/ HARASSMENT | Vaca |
|--------------------------|---|------|

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 G
CONCLUSION

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

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

Notes:

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

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

Notes:

ADJOURNMENT

Moved:
Seconded:
Vote:

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

Regular Board Meeting
November 12, 2014

The Board of Trustees of the Oxnard School District met in regular session at 5:01 p.m. on Wednesday, November 12, 2014, at the Educational Service Center.

CALL TO ORDER

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

ROLL CALL

Theodore J. Parra, 1st grade student at Marina West School in Mrs. Martinez’ class, lead the audience in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Theodore J. Parra, 1st grade student read the District’s Vision and Mission Statements in English. Clerk Robles-Solis read the District’s Vision and Mission Statements in Spanish.

DISTRICT’S VISION AND MISSION STATEMENT

Principal Anna Thomas provided a presentation on all that is happening at Marina West School which included the deployment of iPads, writing and math projects and their Mouse Squad being invited to the CUE Conference which they did a wonderful job. She thanked the Board for the opportunity to highlight her school and invited them to come and visit Marina West.

MARINA WEST SCHOOL PRESENTATION

A.5 Changes to the Agenda were noted:

- Moved C.13 to D.8 Establish/Abolish/Reduce/Increase Hours of Positions, at the request of Trustee Del Rio-Barba.
- Section F – First Reading of Board Policies, Regulations & Bylaws
Replacement of Revision of BP 5116 – School Attendance and New AR & E 5116 – Academy School Attendance.

ADOPTION OF THE AGENDA

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

Dr. Jairo Arellano, Executive Director, English Learner Services introduced Elva Gonzales Nares, Veronica Oros, Cynthia Garcia-Doane, Yvette Zendejas, and Nancy Buenrostro whom assisted with the presentation on Title III Accountability and Compliance. The team reviewed the English Learner count and percentage at each school site, Title III Annual Measurable Achievement Objectives (AMAOs) 1, 2 and 3 goals, and English Learner Services guidelines.

STUDY SESSION
TITLE III

Following a question and answer session, Dr. Morales stated that this is the year of the magnifying glass but the district is going through the process which brought in LMU to assist in seeing what is going on in the classrooms; how we will measure instruction and bring up the scores, how to correct and analyze the data. A monitoring system will be put in place and the data will be brought forward once it is analyzed by the Team.

- Claudia Mercado, DELAC President, representing the EL students and parents, very concerned in what has not happened for several years stating there are funds available now and it is imperative that administrators and teachers implement the program and be held accountable. She also requested that the Superintendent respond to the letter of June 2014. PUBLIC COMMENT
- Francisco Barba, retired Administrator, reported 8 months ago he was invited to attend a DELAC meeting by a parent and has been attending the meetings since. He requested on behalf of the parents and students that full authorization of all allocated funds for the program is given to the Department Administrators to run the program to its potential for the students.

Dr. Jairo Arellano, Executive Director, English Learner Services introduced Margarita Ortiz, Blanca Rodriguez, Michael Shuman and Yvette Zendejas whom assisted in providing the updated report on the seven Dual Language Immersion Programs in the Oxnard School District. The Team reviewed the English Learner long-term achievement in normal curve equivalence on Standardized Tests in Reading compared across the seven program models, the California State Testing results in English Language Arts and Math for the Spring of 2013 and the programs provided at each of the school sites. STUDY SESSION
DLI

Following a lengthy discussion between the Board Members and staff the Board requested a report be provided every six months instead of an annual report.

ANNOUNCEMENTS PRIOR TO CLOSED SESSION November 12, 2014:

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

No one addressed the Board on the closed session agenda.

PUBLIC COMMENT
CLOSED SESSION

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

- ANTICIPATED LITIGATION
- EXISTING LITIGATION

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

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

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

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

- PUBLIC EMPLOYEE(S) DISCIPLINE/DISMISSAL/RELEASE

Trustees convened to closed session at 6:50 p.m. until approximately 7:15 p.m. to discuss items on the closed session agenda.

CLOSED SESSION

President Morrison reported the Board took the following action in closed session and would be returning to closed session after the regular meeting to complete the items on the closed session agenda:

REPORT ON CLOSED SESSION

- On motion by Trustee Del Rio-Barba, seconded by Trustee Robles-Solis and carried on a roll call vote of 5-0; the Board of Trustees approved the stipulated expulsion in case numbers #14-03 and #14-04.

(Motion #14-60)

A.11 On motion by Trustee Duff, seconded by Trustee O'Leary and carried on a roll call vote of 5-0; the Board of Trustees approved the following minutes:

APPROVAL OF MINUTES
(Motion #14-61)

- October 8, 2014, special meeting
- October 15, 2014, regular meeting
- September 4, 2013, regular meeting
- September 11, 2013, special meeting
- September 18, 2013, regular meeting
- October 2, 2013, regular meeting
- October 9, 2013, special meeting
- October 16, 2013, regular meeting
- November 13, 2013, regular meeting
- December 11, 2013, regular meeting
- January 15, 2014, regular meeting
- January 22, 2014, special meeting
- February 5, 2014, regular meeting
- February 19, 2014, regular meeting

The Board of Trustees adopted, read into record and presented Resolution #14-14 in Recognition of School Psychology Awareness Week, November 10-14, 2014.

RESOLUTION #14-14
2014 SCHOOL
PSYCHOLOGY
AWARENESS WEEK
(Motion #14-62)

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

RULES FOR PRESENTATIONS

The following individuals address the Board of Trustees:

PUBLIC COMMENT

- Francine Castanon, regarding her concerns in not implementing smaller class size;
- Gloria Morgan, spoke on behalf of Robin Lefkovits, OEA President regarding CFW, Inc. contract extension.

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

CONSENT AGENDA
(Motion #14-63)

C. Accepted the following gifts:

(Acceptance of Gifts)

- From Trustee Denis O’Leary, to Cesar Chavez School, donated an art piece of the leader Cesar Chavez, painted by Trustee O’Leary, currently displayed in the front office at the school;
- From Katy Korsmeyer, to Cesar Chavez School, donated a piano, currently in one of the classrooms ready to be played and its music enjoyed by children.

C.2 Approved the following agreements:

(Agreements)

- #14-142 with Ricoh USA Inc., to provide an electronic Document Management System; one time cost of up to \$75,000.00 for the scanning equipment, software design and training, one-time cost of up to \$150.00 (est.) per box to convert backlog of files; ongoing annual cost of \$10,425.00 (after year one) for software, equipment and technology support; all costs are to be paid from the Unrestricted General Fund;
- #14-143 with Mariana Peirano Royuela, will connect the study and implementation of Art with Common Core State Standards at Cesar Chavez School; effective November 13, 2014 through June 12, 2015; amount not to exceed \$7,840.00, to be paid with LCFF Funds;
- #14-145 with RT Auctions, to assist the District in selling surplus education goods in an online auction environment; the proceeds of any items sold will be shared between the District and RT Auctions;
- #14-152 with Lesson One, to provide training to six teachers at McKinna School, effective November 13, 2014 through June 30, 2015; amount not to exceed \$5,000.00, to be paid with LCFF funds.

C.3 Ratified the following agreements:

(Ratification of Agreements)

- #14-144 with Island Packers, to provide a field trip to students from Frank, Fremont and Haydock Middle Schools to experience an educational program; at no cost to the District, the cost is being covered by a Grant through the Channel Islands Park Foundation;
- #14-147 with Child Development Resources of Ventura County, Inc. to assist with providing clerical support at San Miguel School; the cost per preschool partner is OSD = \$15,744.60, VCOE = \$15,744.60 and CDR = \$14,358.07 for a total of \$45,847.27; OSD’s share will be funded through State Preschool Funds = \$7,872.30 and Special Education Funds \$7,872.30;
- #14-148 with Child Development Resources of Ventura County Inc., to provide NfL Preschool at Marina West School for the 2014-15 school year; at no cost to the District;
- #14-149 with Child Development Resources of Ventura County Inc., to provide NfL Preschool at Sierra Linda School for the 2014-15 school year; at no cost to the District;
- #14-150 with Child Development Resources of Ventura County Inc., to renew the Ground Lease terms for the Head Start Program at Marina West School; September 4, 2014 to June 30, 2015, at no cost to the District;
- #14-151 with Child Development Resources of Ventura County Inc., to renew the Ground Lease terms for the Head Start Program at San Miguel School; September 4, 2014 to June 30, 2015, at no cost to the District;
- #14-153 with Safe & Civil Schools, to provide CHAMPS Classroom Management Training for Driffill Teachers during the 2014-2015 school year; amount not to exceed \$10,000.00 (including travel expenses), to be paid with Title I Funds;

- #14-154 with Sandra A. Alexander, to provide AVT (Auditory-Verbal Therapist) services to student MR090501, beginning October 1, 2014 through December 31, 2014; amount not to exceed \$140.00/hr. x 12 hrs.= \$1,680.00, to be paid with Special Education Funds.

| | | |
|------|--|--|
| C.4 | Accepted the “Disclosure of Collective Bargaining Agreement” form OSSA, as presented. | (Disclosure of Collective Bargaining Agreement with Oxnard Supportive Services Association OSSA) |
| C.5 | Received the information on the district’s current November 2006 Bond Budget Report, as of Friday, October 31, 2014. | (Report on 2006 Bond Construction Budget) |
| C.6 | Approved the Purchase Order/Draft Payment Report #14-04, as submitted. | (Purchase Order/Draft Payment Report #14-04) |
| C.7 | Approved the Expenditure Transfer Report #14-03, as submitted. | (Expenditure Transfer Report #14-03) |
| C.8 | Reviewed and accepted the 2014-2015 First Quarter Williams VCOE Activity Report, as presented. | (2014-2015 First Quarter Williams VCOE Activity Report) |
| C.9 | Agreed to reject York Claim #VCBA06805A2. | (Rejection of Liability Claim #VCBA06805A2) |
| C.10 | Approved the employment contract for the Executive Director of English Learner Services. | (Approval of Contract for Executive Director of English Learner Services) |
| C.11 | Set the date of Wednesday, December 10, 2014, at 7:00 p.m. as the date and time for the annual organizational meeting of the Board and directed the Ventura County Office of Education be notified of this decision. | (Annual Organizational Meeting) |
| C.12 | Ratified the waiver of fees for California State University Channel Islands to conduct the Science Carnival. | (Ratify Request to Waive Fees for Use of Facilities Permit – CSUCI) |
| C.13 | <i>Moved to Action Section for Discussion D.8</i> | <i>(Establish/Abolish/Reduce/Increase Hours of Positions)</i> |
| C.11 | Personnel Action: | (Personnel Actions) |
| | The following certificated individuals to be employed in the capacities and for the terms indicated, their salaries to be determined in accordance with salary regulations of the District. | (CERTIFICATED) |

| <u>Name</u> | <u>Position</u> | <u>Effective Date</u> |
|-----------------------|---|-----------------------|
| <u>New Hires</u> | | |
| Mary A. Camilon | Teacher, TK/K SEI, McKinna | October 13, 2014 |
| David B. Carlson | Teacher, 5 SEI, McKinna | October 9, 2014 |
| Jessica Carpenter | Teacher, Science, Soria | October 7, 2014 |
| Kim S. Evans | Teacher, 1 DLI (English), Curren | October 23, 2014 |
| Araceli Flores | Teacher, K Support, McKinna | October 15, 2014 |
| Stephanie Gankas | Teacher, 5 SEI, Ramona | October 13, 2014 |
| Christina Loveall | Teacher, 1 SEI, Sierra Linda | October 22, 2014 |
| Carol Mahoney-Earnest | Teacher, Elementary Teacher Support, Curren | October 31, 2014 |
| Maya Monserrate | Teacher, TK/K Support, McKinna | October 30, 2014 |
| Dawn Moreau | Teacher, K SEI, Lemonwood | October 3, 2014 |
| Julianne Newman | Teacher, TK/K, Sierra Linda | October 21, 2014 |
| Lorri Peterson | Teacher, K Support, Soria | October 6, 2014 |
| Amy Roman | Teacher, 3 SEI, Sierra Linda | November 3, 2014 |
| Ryan Boye | Substitute Teacher | 2014/2015 School Year |
| Enrique Cazares | Substitute Teacher | 2014/2015 School Year |
| Danielle Gabrielli | Substitute Teacher | 2014/2015 School Year |
| Martin Gandara | Substitute Teacher | 2014/2015 School Year |
| Alma Garcia | Substitute Teacher | 2014/2015 School Year |
| Matthew Jackson | Substitute Teacher | 2014/2015 School Year |
| Ignacio Mendoza | Substitute Teacher | 2014/2015 School Year |
| Connie Moore | Substitute Teacher | 2014/2015 School Year |
| Marilynne Parker | Substitute Teacher | 2014/2015 School Year |
| Steven Sallee | Substitute Teacher | 2014/2015 School Year |
| Rachel Winkley | Substitute Teacher | 2014/2015 School Year |

RETURN FROM 39-MONTH HIRE LIST

| | | |
|--------------|------------------------|------------------|
| Dawn Cutting | Teacher, 2 SEI, Kamala | October 21, 2014 |
|--------------|------------------------|------------------|

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

| | | |
|------------------|---------------------|------------------|
| Valentina Avalos | Chavez | October 23, 2014 |
| Rex Burke | Elm | October 30, 2014 |
| Margarita Byrami | Elm | October 30, 2014 |
| Davina Cardone | Sierra Linda School | November 3, 2014 |
| Elizabeth Crews | Sierra Linda School | November 5, 2014 |
| Marilyn Eissler | Marina West School | October 20, 2014 |
| Judy Gorcey | Marina West School | October 20, 2014 |
| Jennifer Huynh | McAuliffe School | November 3, 2014 |
| Jennifer Koslow | McAuliffe School | November 3, 2014 |
| Martha Luna | Ramona School | October 30, 2014 |
| Martha Magana | Elm School | October 30, 2014 |
| Jane Van Daalwyk | Marina West School | October 20, 2014 |

RETIREMENT POSTPONED

| | | |
|--------------------|--------------------------------------|-------------------|
| Venita Kay Barmore | Teacher, Sp. Education M/S, Marshall | December 20, 2014 |
|--------------------|--------------------------------------|-------------------|

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

| <u>Name</u> | <u>Position</u> | <u>Effective Date</u> |
|-------------------------|--|-----------------------|
| <u>New Hire</u> | | |
| Ambriz, Rosalina | Child Nutrition Worker, Position #6547 Driffill 5.0 hrs./185 days | 10/24/2014 |
| Ayala, Louis | Child Nutrition Worker, Position #2838 Frank 3.0 hrs./185 days | 9/24/2014 |
| Cerrato, Gabriela | Child Nutrition Worker, Position #2617 Elm 4.5 hrs./185 days | 10/27/2014 |
| DeGennaro, Matthew | Senior Human Resources Analyst, Position #6298 Classified Human Resources 8.0 hrs./246 days | 10/28/2014 |
| Duenes, Rolando | Custodian, Position #6448 Driffill 4.0 hrs./246 days | 11/10/2014 |
| Gomez-Romero, Brenda | Paraeducator II (B), Position #6451 Pupil Services 5.75 hrs./183 days | 9/29/2014 |
| Gutierrez, Carmen | Paraeducator III (B), Position #1499 Pupil Services 5.75 hrs./183 days | 10/13/2014 |
| Kim, Joan | Site Technology Technician, Position #2503 Chavez 8.0 hrs./192 days | 10/13/2014 |
| Marron, Cesar | Paraeducator III, Position #2142 Pupil Services 5.75 hrs./183 days | 11/3/2014 |
| Mendoza, Anthony | Custodian, Position #2541 Fremont 4.0 hrs./246 days | 10/7/2014 |
| Mendoza, Sandra | Site Technology Technician, Position #2836 Frank 8.0 hrs./192 days | 11/03/2014 |
| Pamatz, Aron | Paraeducator III, Position #1962 Pupil Services 5.75 hrs./183 days | 10/23/2014 |
| Ruiz, Jorge | Site Technology Technician, Position #653 McAuliffe 8.0 hrs./192 days | 10/28/2014 |
| Serratos, Juan Carlos | Custodian, Position #6450 San Miguel 4.0 hrs./246 days | 10/06/2014 |
| Solorio-Cano, Margarita | Paraeducator II (B), Position #2193 Pupil Services 5.75 hrs./183 days | 10/06/2014 |
| Thomas, Elise | Child Nutrition Worker, Position #1176 Lemonwood 5.0 hrs./185 days | 10/27/2014 |
| Vargas, Marisa | Paraeducator II (B), Position #973 & 974 Pupil Services 5.75 hrs./183 days | 9/29/2014 |

| | | |
|---------------|--|------------|
| Zarate, Norma | Mixteco Translator, Position #6064 Ed. Services 8.0 hrs./246 days | 10/23/2014 |
|---------------|--|------------|

Limited Term

| | | |
|-----------------------------|------------------------------------|------------|
| Alfredo-Fernandez, Gabriela | Clerical | 10/3/2014 |
| Amesquita, Cathleen | Child Nutrition Worker | 9/24/2014 |
| Aramburo, Jessica | Clerical | 10/27/2014 |
| Arroyo, Martha | Child Nutrition Worker | 9/26/2014 |
| Canchola Ventura, Juan | Paraeducator | 10/22/2014 |
| Cardenas, Elisa | Child Nutrition Worker | 10/27/2014 |
| Cole-Washington, Nycole | Paraeducator | 10/10/2014 |
| Cruz Becerra, Carmen | Paraeducator | 10/10/2014 |
| Davis, Annabel | Paraeducator | 10/7/2014 |
| Espitia, Jose | Clerical | 9/29/2014 |
| Flores, Janet | Paraeducator | 10/2/2014 |
| Gayton, Edmundo | Child Nutrition Worker & Custodian | 9/26/2014 |
| Guzman, Maria | Clerical | 10/3/2014 |
| Hage, Jessica | Paraeducator | 10/29/2014 |
| Hurtado, Irma | Child Nutrition Worker | 10/21/2014 |
| Luna Jr., Armando | Clerical | 9/26/2014 |
| Luna, Maria Guadalupe | Clerical | 10/7/2014 |
| Medina, Miguel B. | Paraeducator | 10/2/2014 |
| Nateras, Nestor | Paraeducator | 10/23/2014 |
| Ortiz, Juana | Child Nutrition Worker | 9/26/2014 |
| Rodriguez, Claudia | Clerical | 10/17/2014 |
| Salas, Carmen | Child Nutrition Worker | 8/15/2014 |
| Sanchez, Marina | Child Nutrition Worker | 10/6/2014 |
| Sandoval, Beatrice | Paraeducator | 10/16/2014 |
| Santiago, Sara | Paraeducator | 10/13/2014 |
| Serratos, Osvaldo | Paraeducator | 10/17/2014 |
| Valencia, Christian | Paraeducator | 10/10/2014 |
| Villalobos, Veronica | Clerical | 10/3/2014 |

Exempt

| | | |
|----------------------|------------------|------------|
| Amesquita, Cathleen | Campus Assistant | 10/3/2014 |
| Flores, Janet R. | Campus Assistant | 10/3/2014 |
| Franco, Becky | Campus Assistant | 10/20/2014 |
| Guevara, Christopher | Avid Tutor | 9/2/2014 |
| Owens, Hallie | Campus Assistant | 10/13/2014 |

Promotion

| | | |
|--------------|--|------------|
| Ayala, Louis | Site Technology Technician, Position #2510 McKinna 8.0 hrs./192 days Child Nutrition Worker, Position #2838 Frank 3.0 hrs./185 days | 10/15/2014 |
|--------------|--|------------|

Increase in Hours

| | | |
|-------------------|--|------------|
| Carmikle, Kyle B. | Paraeducator III, Position #2000 Pupil Services 5.75 hrs./183 days | 10/27/2014 |
| | Paraeducator III, Position #2000 Pupil Services 5.0 hrs./183 days | |
| Hernandez, Lydia | Paraeducator II, Position #1428 Pupil Services 5.75 hrs./183 days | 10/27/2014 |
| | Paraeducator II, Position #1428 Pupil Services 5.5 hrs./183 days | |
| Mendez, Cindy | Paraeducator II (B), Position #6581 Pupil Services 5.75 hrs./183 days | 10/3/2014 |
| | Paraeducator II (B), Position #6581 Pupil Services 5.0 hrs./183 days | |
| Vasquez, Maria E. | Paraeducator II, Position #1280 Pupil Services 5.75 hrs./183 days | 10/20/2014 |
| | Paraeducator II, Position #1280 Pupil Services 5.5 hrs./183 days | |
| Veloz, Rosario | Paraeducator II, Position #6580 Pupil Services 5.75 hrs./183 days | 10/1/2014 |
| | Paraeducator II, Position #6580 Pupil Services 5.0 hrs./183 days | |

Transfer

| | | |
|------------------|---|------------|
| Bautista, Ofelia | Child Nutrition Worker, Position #2220 Fremont 5.5 hrs./185 days | 10/13/2014 |
| | Child Nutrition Worker, Position #2851 Fremont 5.0 hrs./185 days | |
| Bernal, Jessica | Child Nutrition Worker, Position #1704 McKinna 5.0 hrs./185 days | 10/27/2014 |
| | Child Nutrition Worker, Position #2222 Frank 4.0 hrs./185 days | |
| Corona, Paula | Child Nutrition Worker, Position #1369 McAuliffe 5.5 hrs./185 days | 10/13/2014 |
| | Child Nutrition Worker, Position #2426 Fremont 5.5 hrs./185 days | |
| Cruz, Norma | Child Nutrition Worker, Position #2175 Ritchen 4.0 hrs./185 days | 10/13/2014 |
| | Child Nutrition Worker, Position #2222 Frank 4.0 hrs./185 days | |
| Flores, Martha | Child Nutrition Worker, Position #2176 Ritchen 5.5 hrs./185 days | 10/28/2014 |
| | Child Nutrition Worker, Position #1583 Fremont 5.5 hrs./185 days | |

| | | |
|-------------------------------------|--|--------------------------|
| Giles, Araceli | Preschool Assistant (B), Position #2666 San Miguel 3.0 hrs./183 days | 11/3/2014 |
| | Preschool Assistant (B), Position #2581 Rose Ave. 3.0 hrs./183 days | |
| Gomez-Romero, Brenda | Paraeducator II (M), Position #2114 Pupil Services 5.75 hrs./183 days | 10/20/2014 |
| | Paraeducator II (B), Position #6451 Pupil Services 5.75 hrs./183 days | |
| Guerrero, Theresa | Child Nutrition Worker, Position #2057 Ritchen 5.0 hrs./185 days | 9/30/2014 |
| | Child Nutrition Worker, Position #2175 Ritchen 4.0 hrs./185 days | |
| Gutierrez, Alfredo | District Community Liaison, Position #6587 Ed. Services 8.0 hrs./246 days | 10/13/2014 |
| | Outreach Specialist (B), Position #563 Chavez 8.0 hrs./180 days | |
| Gutierrez, Anna | Human Resources Assistant, Position #547 Certificated Human Resources 8.0 hrs./246 days | 11/3/2014 |
| | Attendance Accounting Tech (B), Position #2212 Fremont 8.0 hrs./210 days | |
| Harvey, Zachary | Site Technology Technician, Position #2507 Fremont 8.0 hrs./192 days | 10/23/2014 |
| | Site Technology Technician, Position #2950 Fremont 5.0 hrs./192 days | |
| Luna, Silvia | Paraeducator II (B), Position #6582 Pupil Services 5.75 hrs./183 days | 11/10/2014 |
| | Instructional Assistant SDC (B), Position #1087 Marina West 5.0 hrs./183 days | |
| Perez, Patricia | Paraeducator III, Position #2117 Pupil Services 5.75 hrs./183 days | 10/20/2014 |
| | Paraeducator III, Position #1628 Pupil Services 5.0 hrs./183 days | |
| <u>Return from Leave of Absence</u> | | |
| Carmikle, Kyle | Paraeducator III, Position #2000 Pupil Services 5.0 hrs./183 days | 10/13/2014 |
| Rosen, Maureen | Library Media Technician, Position #2464 McKinna 4.0 hrs./190 days | 9/2/2014 |
| <u>Unpaid Leave of Absence</u> | | |
| Del Moral, Lucile Nida | Child Nutrition Worker, Position #1982 Elm 4.0 hrs./185 days | 10/3/2014- 11/3/2014 |
| Moreno, Angelica | Paraeducator II, Position #2952 Pupil Services 5.5 hrs./183 days | 10/29/2014- 8/24/2015 |

Resignation

| | | |
|------------------|---|-----------|
| Bravo, Ramona | Child Nutrition Worker, Position #1583 Fremont 4.5 hrs./185 days | 10/6/2014 |
| Gomez, Guadalupe | Intermediate School Secretary (B), Position #6241 Chavez 8.0 hrs./192 days | 10/8/2014 |

- D.1 On motion by Trustee Del Rio-Barba, seconded by Trustee Duff and carried on a roll call vote of 5-0; the Board of Trustees adopted Resolution #14-15 Providing for Living Wages for Full/Part Time District Employees, as presented. RESOLUTION #14-15 PROVIDING FOR LIVING WAGE (Motion #14-64)
- D.2 Dr. Jesus Vaca, Assistant Superintendent, Human Resources & Support Services provided a brief summary of the OSD and the O SSA Tentative Agreement and acknowledged the individuals at the bargaining table. On motion by Trustee O’Leary, seconded by Trustee Duff and carried on a roll call vote of 5-0; the Board of Trustees adopted the 2014-2015 Collective Bargaining Agreement between the Oxnard School District and the Oxnard Supportive Services Association, as presented. APPROVAL OF THE OSD’s & THE O SSA’s TENTATIVE AGREEMENT FOR THE 2014-2015 COLLECTIVE BARGAINING AGREEMENT (Motion #14-65)
- D.3 Mr. Jorge Gutierrez, Executive Director of Facilities Planning, Engineering and Operations provided a brief explanation on the installation of a larger chiller at Ritchen School. On motion by Trustee O’Leary, seconded by Trustee Duff and carried on a roll call vote of 5-0; the Board of Trustees approved Agreement #14-141 with AE Group Mechanical Engineers, Inc., to provide professional services; amount not to exceed \$23,700.00, to be paid with Deferred Maintenance Funds. APPROVAL OF AGREEMENT #14-141 AE GROUP MECHANICAL ENGINEERS, INC. (Motion #14-66)
- D.4 On motion by Trustee Del Rio-Barba, seconded by Trustee Robles-Solis and carried on a roll call vote of 5-0; the Board of Trustees approved Agreement #14-146 with DC Architects to provide professional services; not to exceed \$3,705.00, to be paid with Williams Act Funds. APPROVAL OF AGREEMENT #14-146 DC ARCHITECTS (Motion #14-67)
- D.5 Mr. Jorge Gutierrez, Executive Director of Facilities Planning, Engineering and Operations provided an explanation on the repair of the concrete slab at Marshall School. Following discussion, on motion by Trustee Del Rio-Barba, seconded by Trustee O’Leary and carried on a roll call vote of 5-0; the Board of Trustees approved proposal #13-162-002 to Agreement #13-162 with SVA Architects (formerly MVE Institutional), per the terms & conditions of Master Agreement #13-162; amount not to exceed \$43,000.00, to be paid with General Funds. APPROVAL OF PROPOSAL #13-162 SVA ARCHITECTS (formerly MVE INSTITUTIONAL) – DESIGN SERVICES FOR FLOORING REPAIR AT MARSHALL SCHOOL (Motion #14-68)
- D.6 Dr. Cesar Morales, District Superintendent reported to date on behalf of the District Caldwell Flores Winters, Inc. had collected \$9,000,000.00 in state aid funds for the Driffill Project and had been paid \$180,021.00 for that service, which is 2% per contract terms. APPROVAL OF AMENDMENT #1 TO AGREEMENT #12-80 CALDWELL FLORES

In addition, \$8,845,744.85 had been collected in Mello Roos Funds which was not within the scope of the contract with CFW and therefore did not receive payment. The total collected by CFW thus far on behalf of the district was \$17,846,838.85. Dr. Morales stated that with the Governor not supporting the state bond this year the district is pressured into seeking \$23 million dollars in additional funds in applications that are pending and hoping that comes in when the state bond is approved by the Governor in 2017 which will enhance the reconfiguration of the Lemonwood School Project.

WINTERS, INC. ,
STATE AID SERVICES

Following discussion, on motion by Trustee Del Rio-Barba, seconded by Trustee Robles-Solis which then was followed by discussion. Trustee Duff motioned to amend for a three year contract instead of five years, President Morrison states without a second, the motion will not be considered.

(Motion Fails)
#14-69)

Trustee O’Leary motioned to amend for a four year contract instead of five years, Trustee Duff seconded the motion; on a roll call vote of Ayes – Trustees Duff and O’Leary and Nays – Trustees Del Rio-Barba, Robles-Solis and Morrison, the motion Lost on a 2-3 vote.

(Motion Lost
#14-70)

Following discussion, the Board returned to the original motion by Trustee Del Rio-Barba, seconded by Trustee Robles-Solis and carried on a roll call vote of 4-1, Trustee Duff being the Nay vote; the Board of Trustees approved Amendment #1 to Agreement #12-80 with Caldwell Flores Winters, Inc., to provide State Aid Services. It was requested that the Board of Trustees approve the deletion and replacement of the existing language in Section VI, TERM with the following: “The term of the Agreement shall commence on November 12, 2014 and shall terminate on November 11, 2019, unless extended by mutual agreement of the parties. All other terms conditions and provisions of the Original Agreement remain in full force and effect.”

(Motion #14-71)

D.7 On motion by Trustee Del Rio-Barba, seconded by Trustee O’Leary and carried on a roll call vote of 5-0; the Board of Trustees awarded Field Contract #FC-P15-01737, Plaster Repair Project at McAuliffe School; in the amount of \$4,000.00 to Pacific Interiors Enterprises, to be paid with Routine Restricted Maintenance Funds. Trustee Del Rio-Barba inquired that there was an amount limit of \$25,000.00 to bringing these types of awards to the Board and suggested they be placed on the consent agenda instead of action since there was a board policy on file.

AWARD OF FIELD
CONTRACT #FC-P15-
01737 – PLASTER
REPAIR PROJECT
(Motion #14-72)

D.8 - C.13 Trustee Del Rio-Barba requested this item be placed on the action portion of the agenda for discussion to question the reason why two positions were being abolished and only one position was being established. Following discussion this item was tabled until the next board meeting.

(Establish/Abolish/
Reduce/Increase Hours of
Positions)

E.1 Ms. Lisa Cline, Assistant Superintendent, Business & Fiscal Services introduced Mr. Jim Picola, Director of Child Nutrition Services and Ms. Julie Chessen, Assistant Director of Child Nutrition Services who provided a detailed presentation on the Oxnard School District Child Nutrition Services Program. They also provided information on the Healthy, Hunger-Free Kids Act of 2010, definitions, nutrient standards, and local wellness policy.

ANNUAL REPORT ON
OSD CHILD NURITION
SERVICES PROGRAM

They also shared that with the new requirements there was a need for the Board to establish a list of compliant items for competitive food sales which would be brought to the Board in December for approval. The Board thanked them for the wonderful work that is going on at the schools and for the presentation.

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

FIRST READING OF
POLICIES,
REGULATIONS AND
BYLAWS

| | | |
|-------------------------|--|-------------|
| Revision of AR & E 3350 | Business and Noninstructional Operations TRAVEL EXPENSES | Cline |
| Revision of BP 5116 | Students SCHOOL ATTENDANCE | Dr. Morales |
| New AR & E 5116 | Students ACADEMY SCHOOL ATTENDANCE | Dr. Morales |
| New BB 9130.1 | Board Bylaws – Remuneration COMPENSATION OF PERSONNEL COMMISSIONERS | Vaca |
| Revision of BB 9250 | Board Bylaws REMUNERATION, REIMBURSEMENT AND OTHER BENEFITS | Vaca |

Dr. Cesar Morales:

- Wished the employees and students a Happy Thanksgiving and stated that in reflecting the past year there is a lot to be thankful for with everything that is going on at the school sites and the work between Cabinet and the Board Members.

SUPERINTENDENT
ANNOUNCEMENTS

Ms. Ana Del Rio-Barba:

- Reported she attended the Civic Night at the Knights of Columbus which was an outstanding event and thanked the Knights for the invitation.
- Reported she attended the Migrant Conference hosted by the County and enjoyed the presentation.
- Reminded the Board that tomorrow night was the Ventura County School Board of Education dinner meeting which was going to be a nice event.
- Stated in regards to this evening’s English Learner Department presentation for the Board to continue on the monitoring the program and request and review the data for the sake of the students;
- Requested the Board discuss the PLA in the interest of keeping the money to stay local and try and help the district’s families.

TRUSTEES
ANNOUNCEMENTS

Mr. Denis O’Leary:

- Wished everyone a Happy Thanksgiving and stated there much to be grateful and thankful for.

- Requested the following information be provided/discussed:
 - A report on the corrections done at Driffill School per parent and staff concerns that were brought to the Board at the last board meeting;
 - A report on general student behavior and discipline at all schools;
 - Discuss and vote on class size reduction, what can be done, when and how;
 - Status on the implementation policy on Public Labor Act;
 - Update on the district voting study and would like to see the district move forward on this topic;
 - Requested the district consider partnering with the Mexican Consulate in regards to their “Plazas Comunitarias”.

Mrs. Veronica Robles-Solis:

- Reported she attended the November 1, 2014 Science Fair at Marshall School sponsored by CSUCI which was very interesting and well attended, looking forward to next year.

Mr. Ernest “Mo” Morrison:

- Reported he also attended Civic Night at the Knights of Columbus and reported on the well-deserved award to Manny Lopez;
- Stated he also attended the Marshall School Science Fair and reported there was so much to see and do, it was a well done activity;
- Reported he ran into Mayor Flynn, who reported that he will be getting into the productive part of the job and OSD would be at the top of the list to meet with the Council Members but they would meet with all districts not just OSD.

Trustees reconvened to closed session at 9:22 p.m. until approximately 10:28 p.m. to discuss items on the closed session agenda.

CLOSED SESSION

President Morrison reported the Board took the following action in closed session:

REPORT ON CLOSED SESSION

- On motion by Trustee Del Rio-Barba, seconded by Trustee Duff and carried on a roll call vote of 5-0; the Board of Trustees approved the demotion of Employee #6280 to the position of Bus Driver.

(Motion #14-73)

There being no further business, on motion by Trustee Del Rio-Barba, seconded by Trustee Duff, President Morrison adjourned the meeting at 10:30 p.m.

ADJOURNMENT

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

By our signature below, given on this _____ day of _____, 20____, the Governing Board of the Oxnard School District approves the Minutes of the Regular Board meeting of November 12, 2014; on motion of Trustee _____, seconded by Trustee _____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Regular Board Meeting
December 10, 2014

Minutes not yet approved

The Board of Trustees of the Oxnard School District met in regular session at 7:00 p.m. on Wednesday, December 10, 2014, at the Educational Service Center.

CALL TO ORDER

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

ROLL CALL

Sergio Gonzalez, 5th grade student at Thurgood Marshall School in Mrs. Sandra Perez-Sloan’s class, lead the audience in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Francisca Silva, 5th grade student in Ms. Laura Miller’s class read the District’s Vision and Mission Statements in English. Alma Magaña, 5th grade student in Ms. Laura Miller’s class read the District’s Vision and Mission Statements in Spanish.

DISTRICT’S VISION AND MISSION STATEMENT

Principal Dr. Marlene Breitenbach provided a presentation on the Focus of Strands in developing arts with integration of technology and celebrating music with teachers, students and parents working in school groups throughout Thurgood Marshall School.

THURGOOD MARSHALL SCHOOL PRESENTATION

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

ADOPTION OF THE AGENDA

The Board of Trustees read into record and presented Resolution #14-44 to Ana Del Rio-Barba, outgoing Board Member which highlighted some of the accomplishments the District had achieved under Mrs. Del Rio-Barba’s twelve year tenure. The Board Members thanked Mrs. Del Rio-Barba for her services and wished her well on her next ventures into the future.

RECOGNITION OF OUTGOING TRUSTEE DEL RIO-BARBA

- Francisco Barba, congratulated the candidates that ran and won the election; honored his wife Ana Del Rio-Barba and shared accomplishments in her 12 years;
- Sandra Beniago, on behalf of Congresswoman Julia Brownley presented Ana Del Rio-Barba a certificate of outstanding services;
- Stanley Tzankov, on behalf of Senator Hannah-Beth Jackson presented Ana Del Rio-Barba a gratitude certificate for outstanding services for the State of California;
- Edward Castillo, on behalf of Supervisor John Zaragoza, read and presented a resolution adopted by the Ventura County Board of Supervisors to Ana Del Rio-Barba. Mr. Castillo also thanked Ana Del Rio-Barba for her many years of commitment to the community of Oxnard and County of Ventura;

Public Comment

- Bert Perello, City Councilman, on behalf of the Mayor Flynn City of Oxnard Council presented to Ana Del Rio-Barba a certificate of appreciation for her services to the City of Oxnard and the community of the Oxnard School District. On a personal note Mr. Perello expressed thanks to Mrs. Del Rio-Barba for the opportunity to serve on an oversight committee from which he learned a lot and encouraged the community to get involved with the school district.
- Dr. Cesar Morales, District Superintendent, stated Mrs. Del Rio-Barba had made a positive impact on the Oxnard community and the Oxnard School District for the past 12 years, thanked Mrs. Del Rio-Barba's family for lending her to the district and most admired her for her commitment to the Oxnard School District and the County of Ventura for the education of English Learners. He thanked her for her leadership, experience, professionalism and knowledge which she shared with him the first six months of his Superintendent journey which was very valuable. He presented her with a vase from the Board of Trustees and the Oxnard School District community.

Mrs. Del Rio Barba thanked everyone for their kind words and thoughts; she thanked the voters. Especially the parents, children, families, the community, her husband Frank, her daughter Monica, her grandsons Andres and Matthew and her sister Norma who worked tirelessly during the campaign. She congratulated Mr. Morrison, Mrs. Robles-Solis and Mrs. Cordes on their election to the Board of Trustees.

A.7 Dr. Cesar Morales, District Superintendent administered the Oaths of Office to newly elected Trustee Debra M. Cordes and re-elected Trustees Ernest Morrison and Veronica Robles-Solis who were re-elected to the governing board on November 4, 2014.

OATH OF OFFICE

A.8 The Board of Trustees recessed at 7:45 p.m. until 7:57 p.m. for a short reception in honor of the outgoing Board Member Del Rio-Barba; and welcome newly elected Board Member Cordes.

(Recess)

A.9 The Board of Trustees officially assumed their seats on the governing board.

(Assume Seats)

A.10 Dr. Cesar Morales recognized President Morrison's service to the Board of Trustees as President for the 2013-14 school year and presented him with a token of appreciation. Trustee Morrison stated it was a pleasure to work with the Members of the Board, staff and parents of the Oxnard School District.

RECOGNITION OF
OUTGOING
PRESIDENT
MORRISON

This being the time and date noticed for Organization of the Board, President Morrison opened the floor for nominations for President of the Board for the 2014-15 school year.

ORGANIZATION OF
THE BOARD

Trustee Morrison nominated Trustee Robles-Solis as President; Trustee Robles-Solis accepted and seconded the motion. There being no further nominations, the floor was closed and Trustee Robles-Solis was elected as President of the Board on a 3-1-1 roll call vote: Aye votes were Trustees Duff, Morrison and Robles-Solis, Nay vote was Trustee O'Leary and Trustee Cordes abstained.

(Election of the
President)

President Morrison opened the floor for nominations for Clerk of the Board for the 2014-15 school year. (Election of the Clerk)

Trustee Morrison nominated Trustee Duff as Clerk of the Board, Trustee Duff accepted and seconded the motion. There being no further nominations, the floor was closed and Trustee Duff was elected as Clerk of the Board on a 4-0-1 roll call vote: Aye votes were Trustees Duff, Morrison, O'Leary and Robles-Solis; Trustee Cordes abstained.

A.11 The Board of Trustees recessed at 8:02 p.m. until 8:10 p.m. for a short reception to honor the outgoing Board President and Clerk and incoming Board President and Clerk. (Recess)

A.12 The Board of Trustees officially assumed their seats at the direction of the newly appointed Board President. (New Board Assume Seats)

A.13 The Board of Trustees selected from among its members a representative to the following committees: APPOINTMENT/ REAPPOINTMENT OF BOARD REPRESENTATIVES TO DISTRICT COMMITTEES

- Ventura County Committee on School District Organization, to vote in the election of members to this committee.
2014 Rep: Denis O'Leary
2015 Appointee: Denis O'Leary

On motion by Trustee Morrison, seconded by Trustee Duff and carried on a roll call vote of 5-0; the Board of Trustees approved the appointment of Trustee O'Leary as board representative to the Ventura County Committee on School District Organization. (Motion #14-74)

- Budget Advisory Committee
2014 Rep: Denis O'Leary, Alt: Veronica Robles-Solis
2015 Appointee: Denis O'Leary, Alt: Ernie Morrison

On motion by Trustee Duff, seconded by Trustee Morrison and carried on a roll call vote of 5-0; the Board of Trustees approved the appointment of Trustee O'Leary as board representative and Trustee Morrison as board alternate to the Budget Advisory Committee, (Motion #14-75)

- Facilities Construction Committee
2014 Rep: Albert Duff Sr.
2015 Appointee: Albert Duff Sr., Alt: Debra M. Cordes

On motion by Trustee Morrison, seconded by Trustee Duff and carried on a roll call vote of 5-0; the Board of Trustees approved the appointment of Trustee Duff as board representative and Trustee Cordes as board alternate to the Facilities Construction Committee. (Motion #14-76)

A.14 The Board discussed the options of changing the meeting dates or time of board meetings for January through December 2015. Following discussion, on motion by Trustee Duff, seconded by Trustee Morrison and carried on a roll call vote of 5-0; the Board approved the schedule with one change, January 14, 2015 was moved to January 21, 2015. SCHEDULE OF BOARD MEETINGS (Motion #14-77)

A.15 On motion by Trustee Duff, seconded by Trustee Morrison and carried on a roll call vote of 5-0; the Board of Trustees appointed Trustee Debra M. Cordes as the Board Member representative and reappointed Mrs. Sandra Rosales as the Retiree representative to the Oxnard School District Employee Health and Welfare Benefits Trust.

ANNUAL
APPOINTMENT/
REAPPOINTMENT OF
TRUSTEES FOR THE
OSD HEALTH &
WELFARE BENEFITS
TRUST
(Motion #14-78)

B.1 Clerk Duff read the Rules For Individual Presentations in English and President Robles-Solis read the Spanish version.

RULES FOR
PRESENTATIONS

No one addressed the Board during public comment.

PUBLIC COMMENT

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

CONSENT AGENDA
(Motion #14-79)

C.1 Approved the following agreements:

(Agreements)

- Amendment #1 to Agreement #14-12 with Zixta Enterprises, Inc., dba Vallarta Supermarkets, request to revise the terms of agreement from (36) spaces to only (25) spaces at a rate of \$30,000.00 annually, or \$7,500.00 quarterly, as well as reduce insurance requirements; for two remaining quarters due January 1, 2015 and April 1, 2015;
- Amendment #1 to Agreement #14-36 with Generation Ready Inc., to provide an extra consultant for Cultural Proficiency services for the remainder of the 2014-15 school year; original amount was for \$120,000.00, Amendment #1 is for \$90,000.00, for a total amount of \$210,000.00, to be paid with 50% - Title 1 Funds and 50% General Funds;
- Amendment #1 to Agreement #14-106 with 360 Degree Customer Inc., to extend current term of agreement from December 19, 2014 to June 18, 2015 for qualifying speech Language Pathologist services; amount not to exceed \$85.00 per hour, paid through restricted Special Education Funds, Teacher Substitute account;
- #14-159 with James Cospers Stepping Stone Foundation/Ventura County LGBTQ Center, to provide education and support to LGBTQ children and their families, December 11, 2014 through December 31, 2015; at no fiscal impact to the Oxnard School District;
- #14-160 with Mariana Peirano Royuela, to provide art program as an after school enrichment program and provide staff development to teachers at Soria School; amount not to exceed \$8,280.00, 30% - Title 1, 35% - LCFF, and 35% Discretionary Funds;
- #14-162 with Lesson One, to provide lessons to six classrooms at Marina West School, focusing on skill of cooperation, foundation training of new teachers, additional skills and more parent support, December 11, 2014 through June 30, 2015; amount not to exceed \$5,000.00, to be paid with LCFF Funds;
- #14-164 with Kids & Families Together, to provide education support for Kinship families to enhance their understanding, skills and ability for meeting the needs of school aged children, children ages prenatal to five years old and their families, December 11, 2014 through December 31, 2015; at no fiscal impact to the Oxnard School District;

- #14-167 with Channel Islands Lions Club, to provide free eye exams and/or glasses to the students in the Oxnard School District who meet the requirements of not having vision insurance, December 11, 2014 through November 31, 2015; at no fiscal impact to the Oxnard School District;
- #14-169 with Safe & Civil Schools, to provide consultant services for a CHAMPS Classroom Management Training for teachers during the 2014-15 school year; amount not to exceed \$5,000.00, to be paid with MSAP Funds;
- #14-170 with Mad Science of Los Angeles, to provide a minimum of six weeks of enrichment activities for students at Driffill School; December 11, 2014 through June 30, 2015; minimum amount of \$5,700.00, to be paid with Discretionary Funds;
- #14-171 with Searle Creative Group, to provide support to the three Academy Middle Schools: Fremont, Haydock, and Frank, to support goals to “change how learning looks”; December 11, 2014 through September 1, 2015; amount not to exceed \$60,000.00, plus \$80.00 per hour for additional project coordination, marketing, graphic design services if requested; to be paid with MSAP Funds;
- #14-173 with Elliot Schlang DDS Inc., to provide dental visits to students on school campuses and set up portable equipment in space approved by the site administrator, December 11, 2014 through December 31, 2015; no fiscal impact to the District;
- #14-174 with Oxnard Performing Arts & Convention Center, for use of the PACC on Thursday, January 15, 2015 and Tuesday, January 20, 2015, to inform 5th grade families that attend a TK-5 school of the options for their child’s 6th grade in the 2015-16 school year; and Wednesday, February 11, 2015, for State of the District Address to parents and community members including a review of the Local Control Funding Formula (LCFF); amount not to exceed \$3,360.00, to be paid with Unrestricted General Funds;
- #14-175 with Oxnard Performing Arts & Convention Center, for use of the PACC on Monday, June 15, 2015, and Wednesday, June 17, 2015 for 8th grade promotion ceremonies; amount not to exceed \$6,978.00, to be paid with Unrestricted General Funds.

C.2 Ratified the following agreements:

(Ratification of Agreements)

- Amendment #2 to Agreement #14-50 with Ventura County Office of Education, for exceptional services to special education students that consist of support from Special Circumstances Paraeducators (SCP’s) for the 2014-15 school year; Amendment #2 is for \$6,142.50 to provide services for one additional student JS010805; Amendment #1 was for \$12,255.99 to provide services for one additional student JA031802; original contract was for \$380,894.23, total contract is \$399,292.72, to be paid with Special Education Funds;
- #14-155 with EMS MedicalStaff Solutions Inc., to provide a supplemental Occupational Therapist for the purpose of providing Occupational Therapy to OSD students as needed; amount not to exceed \$3,500.00, to be paid with Special Education Funds;
- #14-165 with Ventura County Office of Education, for OSD to participate in the Quality Rating and Improvement System (QRIS) Project with enhancement support provided by VCOE; July 1, 2014 through June 30, 2015; funding to the Oxnard School District in the amount of \$28,000.00.

- C.3 Approved the request to have Ms. Lorena Arroyo-Rodriguez as CAC parent representative for our District for 2014-2015 and 2015-2016 school years. (Approval of SELPA Community Advisory Committee (CAC) Representative for OSD)
- C.4 Approved the Overnight Field Trip and Agreement #14-161 with The Outdoor School, Rancho Alegre, four-day overnight field trip for 95 – 6th graders from Soria School, June 8–11, 2015; no fiscal impact to General Fund, costs are \$268.00 per student, \$134.00 per district staff member, and the total including insurance and round-trip school bus transportation is not to exceed \$26,000.00, costs to be paid with PTA and ASB Funds. (Approval of Overnight Field Trip and Agreement #14-161, The Outdoor School)
- C.5 Approved the Overnight Field Trip and Agreement #14-163 with The Outdoor School operated by the Los Angeles County Office of Education, located at 11495 Pacific Coast Hwy., Malibu, CA 90265, five-day overnight field trip for 140 – 5th graders from McAuliffe School, December 15-19, 2014; no fiscal impact to General Fund, costs are \$317.00 per student plus \$1,000.00 for round-trip school bus transportation, to be paid with PTA Funds. (Approval of Overnight Field Trip and Agreement #14-163, Los Angeles County Office of Education – Outdoor School)
- C.6 Approved Renewal Agreement #14-172 with School Services of California, to provide services regarding issues of school finance, legislation, school budgeting, general fiscal issues and the state-mandated program cost claims process for the period of one year, beginning January 1, 2015 through December 31, 2015; amount not to exceed \$3,620.00 annually, to be paid out of the General Fund. This is an increase of \$120.00 over last year’s rate. (Renewal Agreement #14-172 with School Services of California)
- C.7 Approved WAL #001 to Master Agreement #13-131 with Rincon for CEQA Compliance services for Project 3 – Lemonwood Elementary School Reconstruction; for a lump sum fixed fee of \$28,952.00, to be funded with Measure “R” Funds. (Approval of WAL #001 for CEQA Compliance Services at Project 3 – Lemonwood per Master Agreement #13-131 with Rincon Consultants Inc.)
- C.8 Approved WAL #004 to Master Agreement #13-136 with Encorp for asbestos, lead, and hazardous materials testing, survey, and monitoring services for Project 4 – Harrington Elementary School Reconstruction; for a lump sum fixed fee of \$14,300.00, to be funded with Measure “R” Funds. (Approval of WAL #004 for Asbestos, Lead, and Hazardous Materials Survey, Testing, and Monitoring Services at Project 4 – Harrington Elementary School per Master Agreement #13-136 with Encorp)
- C.9 Approved the list of compliant competitive foods, as presented. (Approval of “Smart Snacks in School” Items)
- C.10 Reviewed the current BOC membership and made a determination regarding re-appointing the current members. (Annual Appointment/ Re-Appointment of Measure R Bond Oversight Committee)

- | | | |
|------|---|---|
| C.11 | Accepted the Developer Fee Report for 2008-2009 through 2013-2014 fiscal years, and adopted Resolution #14-16 relating to information made available to the public in the form of a statutory school fees and mitigation payments (“Developer Fees”) report and findings thereon, in compliance with Government Code, Sections 66006 and 66001. | (Annual and Five-Year Developer Fee Report and Approval of Resolution #14-16) |
| C.12 | Declared the attached Certification of Signatures as that of the agent(s) authorized for signature for the Oxnard School District. | (Certification of Signatures) |
| C.13 | Received the information on the district’s current Bond Budget Report, as of Friday, November 25, 2014. | (Report on Bond Construction Budget) |
| C.14 | Approved the Purchase Order/Draft Payment Report #14-05, as submitted. | (Purchase Order/Draft Payment Report #14-05) |
| C.15 | Approved the Expenditure Transfer Report #14-04, as submitted. | (Expenditure Transfer Report #14-04) |
| C.16 | Declared the November 1, 2014 surplus property obsolete and approve its sale and/or disposal, as permitted by California Education Code §17546. | (Disposal of Surplus Personal Property) |
| C.17 | Approved the destruction of records that have reached the end of their hard copy retention period, as presented. | (Approval of Destruction of Records) |
| C.18 | Accepted the District’s Enrollment Reports for August 2014, September 2014, CALPADS 10-1-14 and October 2014. | (Enrollment Reports) |
| C.19 | Approved the establishment, abolishment, reduction or increase in hours for classified positions: | (Establish/Abolish/Reduce/Increase Hours of Positions) |

Established:

- A four hour, 246 day Custodian, position number 6673, to be established at Elm school. This position will be established for additional support.
- A five hour and forty five minute, 183 day Paraeducator II, position number 6679, to be established in the department of Pupil Services. This position will be established to support the 7th and 8th grade students.
- An eight hour, 192 day Intermediate School Secretary, position number 6707, to be established at Curren school. This position will be established to support the new Assistant Principal.
- An eight hour, 192 day Intermediate School Secretary, position number 6708, to be established at Kamala school. This position will be established to support the new Assistant Principal.
- An eight hour, 192 day Intermediate School Secretary, position number 6709, to be established at Driffill school. This position will be established to support the new Assistant Principal.
- An eight hour, 192 day Intermediate School Secretary, position number 6710, to be established at Soria school. This position will be established to support the new Assistant Principal.

- A five hour, 192 day Site Technology Technician, position number 6738, to be established at Curren school. This position will be established to meet the needs of the students and staff.
- A four hour, 246 day Custodian, position number 6726, to be established at Kamala school. This position will be established for additional support.
- A five hour and forty five minute, 183 day Paraeducator III, position number 6732, to be established in the Pupil Services department. This position will be established to meet the needs of our students.
- A five hour and forty five minute, 183 day Paraeducator III, position number 6737, to be established in the Pupil Services department. This position will be established to meet the needs of our students.
- A five hour and forty five minute, 183 day Paraeducator II bilingual, position number 6717, to be established in the Pupil Services department. This position will be established to meet the needs of our students.
- A five hour and forty five minute, 183 day Paraeducator II bilingual, position number 6731, to be established in the Pupil Services department. This position will be established to meet the needs of our students.
- A five hour and forty five minute, 183 day Paraeducator II bilingual, position number 6736, to be established in the Pupil Services department. This position will be established to meet the needs of our students.
- A five hour and forty five minute, 183 day Paraeducator II, position number 6733, to be established in the Pupil Services department. This position will be established to meet the needs of our students.
- A five hour and forty five minute, 183 day Paraeducator II, position number 6734, to be established in the Pupil Services department. This position will be established to meet the needs of our students.
- A five hour and forty five minute, 183 day Paraeducator II, position number 6735, to be established in the Pupil Services department. This position will be established to meet the needs of our students.

Abolished:

- A five hour, 183 day Paraeducator II bilingual, position number 1284, to be abolished at Rose Avenue school. This position will be abolished due to lack of work.
- A five hour, 183 day Paraeducator II bilingual, position number 1048, to be abolished at McKinna school. This position will be abolished due to lack of work.
- A five and a half hour, 183 day Instructional Assistant SH, position number 1023, to be abolished at Marshall school. This position will be abolished due to lack of work.
- A five hour, 183 day Instructional Assistant SDC bilingual, position number 1087, to be abolished at Marina West school. This position will be abolished due to lack of work.

Increased:

- A three hour, 185 day Child Nutrition Worker, position number 2838, to be increased to four hours at Frank school. This position will be increased due to the increase in meal serving.
- A five hour, 183 day Paraeducator III Bilingual, position number 1899, to be increased to five hours and forty five minutes in the Pupil Services department. This position will be increased to meet the needs of our students.

- A five hour, 183 day Paraeducator II Bilingual, position number 2225, to be increased to five hours and forty five minutes in the Pupil Services department. This position will be increased to meet the needs of our students.

FISCAL IMPACT:

Cost for Custodian -\$22,584 General fund
 Cost for Paraeducator II-\$21,679 Special Ed
 Cost for Intermediate School Secretaries - \$179,740 General fund
 Cost for Site Technology Technician - \$36,262 Site QEIA
 Cost for Custodian - \$22,584 General fund
 Cost for Paraeducator III's - \$49,711 Special Ed
 Cost for Paraeducator II's - \$141,967 Special Ed
 Savings for Paraeducator II's-\$37,412 Special Ed
 Savings for IA SH - \$22,322 Special Ed
 Savings for IA SDC - \$20,904 Special Ed
 Cost for Child Nutrition Worker-\$3,539 Cafeteria fund
 Cost for Paraeducator III - \$1,112 Special Ed
 Cost for Paraeducator II - \$1,043 Special Ed

C.11 Personnel Action: (Personnel Actions)

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

| <u>Name</u> | <u>Position</u> | <u>Effective Date</u> |
|--------------------------|------------------------------------|-----------------------|
| <u>NEW HIRES</u> | | |
| Margarita Byrami | Teacher, TK/K Support, Drifill | November 17, 2014 |
| April Daniely | Teacher, Physical Education, Frank | December 4, 2014 |
| Veronica C. Garcia | School Counselor, Curren | November 10, 2014 |
| Amalia Granados Ceballos | School Counselor, Soria | November 12, 2014 |
| Sandra Hammond | Teacher, Kindergarten SEI, Chavez | December 1, 2014 |
| Carlos C. Perez | Elementary Support Teacher | November 5, 2014 |
| Felicia Rowe | Teacher, 6 SEI, Fremont | November 12, 2014 |
| Charity Whitney | Teacher, 6 SEI, Kamala | December 1, 2014 |
| Sara J. Zandonatti | Teacher, 1 SEI, Chavez | November 21, 2014 |
| Brittney Nevison | Substitute Teacher | 2014/2015 School Year |

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

| | | |
|---------------------|-------------|-------------------|
| Dietra Barker | Rose Avenue | November 17, 2014 |
| Cruz Earls-Mrstik | Curren | November 10, 2014 |
| Ingrid Davis | Kamala | November 10, 2014 |
| Rachel Herskowitz | Curren | November 10, 2014 |
| Lawrence Libman | Curren | November 10, 2014 |
| Diane Maag | Rose Avenue | November 6, 2014 |
| Carol Puls-Gonzales | McKinna | October 20, 2014 |
| Irma Sixbey | Ritchen | December 1, 2014 |

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

| <u>Name</u> | <u>Position</u> | <u>Effective Date</u> |
|---------------------|---|-----------------------|
| <u>New Hire</u> | | |
| Alvarado, Jorge L. | Site Technology Technician, Position #2947 Haydock 5.0 hrs./192 days | 11/20/2014 |
| Carreon, Henry | Custodian, Position #6449 Lemonwood 4.0 hrs./246 days | 11/24/2014 |
| Medina, Miguel | Paraeducator II (B), Position #6177 Marina West 5.75 hrs./183 days | 11/18/2014 |
| Rodas, Derick | Site Technology Technician, Position #2946 Frank 5.0 hrs./192 days | 11/07/2014 |
| Rodriguez, Petula | NfL Family Liaison, Position #6405 Ramona 6.0 hrs./180 days | 11/17/2014 |
| <u>Exempt</u> | | |
| Aguilar, Marie Cruz | Campus Assistant | 10/25/2014 |
| Carpinteyro, Carol | Campus Assistant | 11/21/2014 |
| Casarez, Crystal | Campus Assistant | 10/28/2014 |
| Cervantes, Rosa | Campus Assistant | 10/16/2014 |
| Diaz, Vivian | Campus Assistant | 11/12/2014 |
| Franco, Victoria | Campus Assistant | 11/05/2014 |
| Luna, Ivanna Yvette | Campus Assistant | 10/08/2014 |
| Madrid, Desiree | Campus Assistant | 10/22/2014 |
| Nishio, Hana Emiko | AVID Tutor | 10/10/2014 |
| Orocio, Briana | Campus Assistant | 11/10/2014 |
| Ortiz, Jennifer | Campus Assistant | 10/31/2014 |
| Saenz, Carolyn | Campus Assistant | 10/16/2014 |
| Sanchez, Lynda | Campus Assistant | 11/03/2014 |
| <u>Limited Term</u> | | |
| Cervantes, Betzayra | Paraeducator | 11/20/2014 |
| Chavez, Vincent | Custodian | 11/05/2014 |
| Coad, Kadeem M. | Paraeducator | 11/03/2014 |
| Diaz, Jazmin | Paraeducator | 11/03/2014 |
| Escudero, Daniel | Custodian | 11/05/2014 |
| Lopez, Maria E. | Paraeducator | 11/14/2014 |
| Martinez, Victor | Paraeducator | 11/03/2014 |
| Rodriguez, Maria C. | Paraeducator | 11/18/2014 |
| Tena, Rosalinda | Child Nutrition Worker | 10/21/2014 |

projected costs, the District Reserve Requirements (SB 858), impact of AB 1522 Healthy Workplace, Healthy Families Act of 2014 (sick leave for all) and the 2014-2015 LCAP Timeline.

On motion by Trustee Cordes, seconded by Trustee Duff and carried on a roll call vote of 5-0; the Board of Trustees accepted the Oxnard School District 2014-2015 First Interim Report (Period Ending October 31, 2014). (Motion #14-80)

D.3 On motion by Trustee Morrison, seconded by Trustee Cordes and carried on a roll call vote of 5-0; the Board of Trustees awarded Field Contract #FC-P15-01971, Flooring Project – Driffill & Frank Schools, to Reliable Floor Covering Inc., amount not to exceed \$10,673.00, to be paid with Williams Act Reimbursement Funds. AWARD OF FIELD CONTRACT #FC-P15-01971 – FLOORING PROJECT – DRIFFILL & FRANK SCHOOL (Motion #14-81)

D.4 On motion by Trustee Morrison, seconded by Trustee Duff and carried on a roll call vote of 5-0; the Board of Trustees adopted Resolution #14-17 rejecting all bids submitted in response to Bid #14-01 Driffill School Kindergarten Building Project. APPROVAL OF RESOLUTION #14-17 REJECTING BIDS SUBMITTED IN RESPONSE TO BID #14-01 DRIFFILL SCHOOL KINDERGARTEN BUILDING PROJECT (Motion #14-82)

E.1 Dr. Morales informed the Board that Ms. Amelia Sugden, Harrington Principal was on her way back from a conference in San Diego and it was at the pleasure of the Board if they wanted to move forward with presenting her school without her or bringing it back at another meeting. Dr. Morales introduced Mrs. Ronit Driver, Director, Curriculum, Instruction and Accountability who reported they were very excited to present the development of the Academy Strand Focuses from the following schools, Brekke, Sierra Linda, Rose Avenue, McKinna and Harrington. K-5 STRAND SCHOOL REPORT

Ms. Sally Wennes, Principal of Sierra Linda School reported they were “The School with Heart” (Health & Art Strand Focus) and how they were progressing towards both strands as a team. She provided their next steps which included a P.E. Program to support teachers with skill instructions, Jump Rope for Heart, art programs explored in ways to support teachers to expand existing curriculum and ways to display the student artwork. SIERRA LINDA SCHOOL

Dr. Shannon Coletti, Principal of Rose Avenue and Mr. Pablo Ordaz, Assistant Principal of Rose Avenue reported their strands were “School of Science and Wellness”. They implemented the Olweus Bully Prevention Program, last week they began the Food Recycling Program and continue to grow their GATE Program which included 50 students. ROSE AVENUE SCHOOL

Dr. Jodi Nocero, Principal of Brekke School reported their strands are “School of Science and Inquiry” and quoted Socrates “Wisdom begins in wonder”. She reported on the plan for the year, how to sustain the plan and their plan in action. She shared an experiment that was done with students in TK through Fifth grade on bacteria and their findings. BREKKE SCHOOL

The integration of science and inquiry into all subject areas: expository reading and writing, and collecting data in math to correlate with Common Core.

Ms. Anne Jenks, Principal of McKinna School reported their strand is “School of Multi-Media” and the goal is moving the students from consumers to creators of digital content. She explained the different projects going on in Kindergarten through Fifth grade and how the Common Core related to each grade level. She shared activities which included parent and community involvement and finally a contest where student would be creating video game and one boy and one girl will be entered into the IndieCade – International Festival of Independent Games Contest.

MCKINNA SCHOOL

The Board and administration thanked the Principals for the presentations and it was agreed to bring Harrington back when the Principal was able to present her school.

E.2 Mr. Yuri Calderon with CFW Inc. presented the Oxnard School District Fourth Semi- Annual Measure “R” Facilities Implementation Program Update which included the program overview and project updates. Following discussion, Board President Robles-Solis requested a workshop be provided at the beginning of the new year which would include the projects and timeline for each of the projects.

SEMI-ANNUAL FACILITIES IMPLEMENTATION PROGRAM UPDATE

Trustee O’Leary departed due to illness at 9:30 p.m.

(Departure of Board Member

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

FIRST READING OF POLICIES, REGULATIONS AND BYLAWS

| | | |
|-----------------------|---------------------------------------|------|
| Revision of AR 5145.3 | Student NONDISCRIMINATION/ HARASSMENT | Vaca |
|-----------------------|---------------------------------------|------|

F.2 On motion by Trustee Morrison, seconded by Trustee Duff and carried on a roll call vote of 3-0-1-1, Aye votes were Trustees Duff, Morrison and Robles-Solis, Trustee Cordes abstained and Trustee O’Leary was not present during the vote; the Board of Trustees reviewed the Board Policies, Regulations and Bylaws, listed below, for a second reading and adopted as presented:

SECOND READING OF POLICIES, REGULATIONS AND BYLAWS

(Motion #14-83)

| | | |
|-------------------------|--|-------------|
| Revision of AR & E 3350 | Business and Noninstructional Operations TRAVEL EXPENSES | Cline |
| Revision of BP 5116 | Students SCHOOL ATTENDANCE | Dr. Morales |
| New AR & E 5116 | Students ACADEMY SCHOOL ATTENDANCE | Dr. Morales |

| | | |
|------------------------|--|------|
| New BB 9130.1 | Board Bylaws – Remuneration COMPENSATION OF PERSONNEL COMMISSIONERS | Vaca |
| Revision of BB 9250 | Board Bylaws REMUNERATION, REIMBURSEMENT AND OTHER BENEFITS | Vaca |

Dr. Cesar Morales:

- Welcomed Trustee Debra M. Cordes to the Board.
- Stated a special acknowledgement of thanks to the Facilities, Maintenance, Grounds and Custodial personnel for the extra work and preparation brought on by the recent rains and the upcoming storm.
- Reported that Dr. Catherine Kawaguchi was absent from tonight’s meeting because she was being named as Superintendent for the Sulfur Springs School District, he congratulated her and wished her well on her journey as superintendent which will begin in January 2015. He also acknowledged and thanked Dr. Kawaguchi for her 20 years of services to the District.

SUPERINTENDENT
ANNOUNCEMENTS

Mr. Ernest “Mo” Morrison:

- Welcome Trustee Cordes and was looking forward to an exciting year.

Mrs. Debra M. Cordes:

- Thanked all of her supporters that voted for her and the support from the different organization especially the teacher’s organization in the elementary as well as the high school, the Labor Council, Fire Fighters, Police Officers, Democratic Party, Woman’s Council, many others and her family for supporting her along the way. She stated she was looking forward to many great things happening in Oxnard.
- Reported she attended the Alliance For Link Learning sponsored by the Oxnard Union High School District, Tom Torlakson provided a great presentation at Rio Mesa High School.
- Stated tomorrow she would be participating in the Shop With A Cop, she is a member of the Kiwanis Club that sponsors the event for children.
- Thanked everyone for the warm welcome.
- Reported she also attended the memorial for Pauline Rojelo, an Instructional Assistant from Harrington School, it was a very nice event and a bench was purchased and placed at the school in her honor and memories.

TRUSTEES
ANNOUNCEMENTS

Mr. Al Duff Sr:

- Stated he was happy to have Mrs. Cordes on the board and knows she has a world of experience with the Oxnard School District,
- Reported he visited and toured Soria School with the Principal and stated everything looked in order.
- Reported he also visited the Harrington School construction project and stated it was going up very quickly.

Mrs. Veronica Robles-Solis:

- Congratulated Trustee Morrison on his re-election and welcomed Trustee Cordes to the Board.
- Thanked her family and the community for their support, and voted to re-elect her, most thankful to her family. She stated she was honored to serve the children of the Oxnard School District and provide them with the best education possible, and was looking forward to working with her colleagues,
- Stated she is sad to see Dr. Kawaguchi leave but wished her the best of luck and thanked her for her dedication and commitment to the District.
- Reported she attended the Oxnard Parade, and was glad to see so many schools participate in it. She understood that the After School Program won an award and named of several of the schools that participated.
- She wished everyone “Happy Holidays”.

ANNOUNCEMENTS PRIOR TO CLOSED SESSION December 10, 2014:

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

No one addressed the Board on the closed session agenda.

PUBLIC COMMENT
CLOSED SESSION

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

- ANTICIPATED LITIGATION
- EXISTING LITIGATION – Case No. CGC-13-534975

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

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

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

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

- PUBLIC EMPLOYEE(S) DISCIPLINE/DISMISSAL/RELEASE
- PUBLIC EMPLOYEE(S) REASSIGNMENT/APPOINTMENT:
 - Interim Assistant Superintendent, Educational Services

Trustees convened to closed session at 10:49 p.m. until approximately 12:48 a.m. to discuss items on the closed session agenda.

CLOSED SESSION

President Robles-Solis reported the Board took the following action in closed session:

REPORT ON
CLOSED SESSION

- On motion by Trustee Morrison, seconded by Trustee Duff and carried on a roll call vote of 4-0-1, Trustee O’Leary was absent from closed session; the Board of Trustees approved the proposed settlement agreement in case #CGC-13-534975.

(Motion #14-84)

- On motion by Trustee Duff, seconded by Trustee Morrison and carried on a roll call vote of 4-0-1, Trustee O’Leary was absent from closed session; the Board of Trustees approved recommendation to suspended stipulated expulsion in case numbers #14-06. (Motion #14-85)

On motion by Trustee Morrison, seconded by Trustee Robles-Solis and carried on a roll call vote of 4-0-1, Trustee O’Leary was absent from closed session; the Board of Trustees approved recommendation to suspended stipulated expulsion in case numbers #14-05. (Motion #14-86)

There being no further business, on motion by Trustee Cordes, seconded by Trustee Duff, President Robles-Solis adjourned the meeting at 12:50 a.m. of Thursday, December 11, 2014. ADJOURNMENT

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

By our signature below, given on this _____ day of _____, 20____, the Governing Board of the Oxnard School District approves the Minutes of the Regular Board meeting of December 10, 2014; on motion of Trustee _____, seconded by Trustee _____.

Signed:

 President of the Board of Trustees

 Clerk of the Board of Trustees

 Member of the Board of Trustees

 Member of the Board of Trustees

 Member of the Board of Trustees

BOARD AGENDA ITEM

Name of Contributor(s): Dr. Nancy Carroll

Date of Meeting: 1/15/15

| | |
|------------------------------|---|
| STUDY SESSION | _____ |
| CLOSED SESSION | _____ |
| SECTION A: Preliminary | <u> X </u> |
| SECTION B: Hearings | _____ |
| SECTION C: Consent | _____ |
| SECTION D: Action | _____ |
| SECTION E: Report/Discussion | _____ |
| SECTION F: Board Policies | 1 st Reading _____ 2 nd Reading _____ |

Award Presentation to Frank, Fremont, and Haydock from Santa to the Sea Organization

Frank, Fremont, and Haydock Middle Schools participated in the Neighborhood Challenge during the Santa to the Sea half marathon race on December 14, 2014. Each middle school showcased their academy focus in the Neighborhood Challenge Cheer Zone. Mr. Mike Barber, Race Coordinator, will present awards to Frank, Fremont, and Haydock Middle Schools.

FISCAL IMPACT:

Each school will receive a cash award for the Neighborhood Challenge.

BOARD AGENDA ITEM

Name of Contributor: Dr. Nancy Carroll

Date of Meeting: 1/21/15

STUDY SESSION _____

CLOSED SESSION _____

SECTION B: HEARINGS _____

SECTION C: CONSENT **X**

SECTION D: ACTION _____

SECTION E: REPORTS/DISCUSSION _____

SECTION F: BOARD POLICIES

1st Reading _____ 2nd Reading _____

Approval of Amendment #1 to Agreement #13-158 – Sandy Point Ink, LLC (Carroll/West)

At the Board meeting on November 13, 2013, the Board of Trustees approved Agreement #13-158 with Sandy Point Ink LLC, in the amount of \$175,000.00 over the three year term of November 14, 2013 through September 30, 2016 for the consultant to provide services to facilitate the implementation of the MSAP Grant.

Sandy Point Ink, LLC provides services to the MSAP Program Director which include assisting and implementing the guidelines of the grant. The consultant, Sandy Point Ink, LLC along with Searle Marketing group, site technology staff and district staff, will coordinate an accelerated campaign to give the program a visual identity, make "learning look different" on campus and promote these and all other program-related activities within the district, to program partners and into the greater community.

The increase of \$10,000.00 for the 2014-15 fiscal year is due to additional services needed which include working on and expediting the federally mandated community and parent outreach, "branding" and information dissemination of the grant program and the three school sites involved. This increase brings the total agreement amount to \$185,000.00.

FISCAL IMPACT:

\$10,000.00 (2014-15 FY) - MSAP Grant Funds

RECOMMENDATION:

It is the recommendation of the Director, MSAP, and the Interim Assistant Superintendent, Educational Services, that the Board of Trustees approve Amendment #1 to Agreement #13-158 with Sandy Point Ink, LLC.

ADDITIONAL MATERIAL(S):

Attached: Amendment #1, Sandy Point Ink, LLC (1 Page)
Agreement #13-158, Sandy Point Ink, LLC (17 Pages)

**AMENDMENT #1 TO AGREEMENT #13-158 with
Sandy Point Ink LLC
January 21, 2015**

At the Board meeting on November 13, 2013, the Board of Trustees approved Agreement #13-158 with Sandy Point Ink LLC, in the amount of \$175,000.00 over the three year term of November 14, 2013 through September 30, 2016 for the consultant to provide services to facilitate the implementation of the MSAP Grant.

Sandy Point Ink LLC provides services to the MSAP Program Director which include assisting and implementing the guidelines of the grant. The consultant, Sandy Point Ink LLC along with Searle Marketing group, site technology staff and district staff, will coordinate an accelerated campaign to give the program a visual identity, make "learning look different" on campus and promote these and all other program-related activities within the district, to program partners and into the greater community.

The increase of \$10,000.00 for the 2014-15 fiscal year is due to additional services needed which include working on and expediting the federally mandated community and parent outreach, "branding" and information dissemination of the grant program and the three school sites involved. This increase brings the total agreement amount to \$185,000.00.

Terms:

Amend contract by \$10,000.00 for the 2014-15 fiscal year:

For 2014-15: 50% (\$5,000.00) payable upon Board approval and the remaining 50% (\$5,000.00) payable at the end of the fiscal year (June 30, 2015).

SANDY POINT INK LLC:

By: _____
Jonathan O'Brien

Date: _____

OXNARD SCHOOL DISTRICT:

By: _____
Lisa A. Franz, Director, Purchasing

Date: _____

OXNARD SCHOOL DISTRICT

Agreement #13-158

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 13th day of November, 2013 by and between the Oxnard School District (“District”) and Sandy Point Ink, LLC (“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 **November 14, 2013 through September 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, shall not exceed One Hundred Seventy-Five Thousand Dollars (\$175,000.00), plus \$75.00 per hour for Program Design/Grant Writing services if requested, 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 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. Indemnification for Professional Liability. Where the law establishes a professional standard of care for Consultant’s Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless District and any and all of its officials, elected board members, employees and agents (“Indemnified Parties”) from and against any and all losses, liabilities, damages, costs and expenses, including attorney’s fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-

consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

- b. Indemnification for Other than Professional Liability. To the full extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the Indemnified Parties 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), arising out of or 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.
- c. General Indemnification Provisions. 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)
- d. 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: Catherine Kawaguchi
Phone: (805) 385.1501 x2301
Fax: (805) 486.7358

To Consultant: Sandy Point Ink, LLC
3990 Sirius Avenue
Lompoc, CA 93436
Attention: Jonathan O'Brien
Phone: (805) 291-2905
Fax: (805)

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.** CATHERINE KAWAGUCHI 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. This Agreement supersedes any prior understanding or agreement, oral or written, of the parties with respect to said matters.

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:

SANDY POINT INK, LLC:

Signature

Signature

Lisa A. Franz, Director of Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #13-158

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #13-158

SERVICES

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

PER ATTACHED SCOPE OF WORK DATED 11/4/13

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

PER ATTACHED SCOPE OF WORK DATED 11/4/13

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

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

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

- None. **TBD**
- See attached list.

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

- None. **TBD**
- 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 #13-158

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #13-158

COMPENSATION

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

Total Compensation Not to Exceed \$175,000.00

II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$TBD 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 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 \$175,000.00, plus \$75.00 per hour for Program Design/Grant Writing services if requested, as provided in Section 4 of this Agreement.

- Not Project Related
- Project #13-158

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #13-158

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

Not Project Related

Project #13-158

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 #13-158

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #13-158

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, **SANDY POINT INK, LLC**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

SCOPE OF SERVICES
OXNARD SCHOOL DISTRICT & SANDY POINT INK, LLC

This Memorandum of Understanding (MOU) Addendum is hereby entered between the following two parties:

Lead Agency: Oxnard School District
Contact Person/Title: Dr. Cesar Morales, Superintendent
Phone: (805) 385-1501 (Ext. 2032)
Email: drcmorales@oxnardsd.org
Address: 1051 South A Street
 Oxnard CA 93030

Contractor: Sandy Point Ink, LLC
Contact Person/Title: Jonathan O'Brien
Phone: Office: 805-291-2905/Jon's cell: 805-701-9023
Email: jobrien@sandypointink.com
Address: 3990 Sirius Ave.
 Lompoc, CA 93436
EIN: 26-2041231

The terms and conditions of this consulting agreement between OXNARD SCHOOL DISTRICT (OSD) and SANDY POINT INK, LLC, hereinafter called "Contractor," are as follows:

| | |
|-------------------------------------|--|
| Date: | November 4, 2013 |
| Contractor Responsibilities: | Lead evaluation efforts for the Oxnard School District da Vinci Magnet Academies project. The Contractor will be responsible to Dr. Cesar Morales, Superintendent in carrying out the responsibilities of Project Evaluator. The Contractor will also work with OSD staff, volunteers and consultants on an as needed basis to complete the work order. |
| Specific duties: | As described in Office of Innovation and Improvement: Magnet Schools Assistance Program CFDA 84.165A grant proposal submitted by OSD in March 1, 2013 |
| Start/End Date: | Contractor's work will begin upon contractor being notified of contract approval and run through 09/30/2016. |
| Compensation: | 2013-14: \$50,000 2014-2015: \$50,000 2015-16: \$75,000 |
| Terms: | Each year, initial payment of 25% of yearly contract followed by equal monthly payments of the remaining annual balance through the end of the fiscal year. |

| | | |
|-----------------------------------|---------------------------------|---------------------------------|
| \$12,500 – December 1, 2013 | \$12,500 - July 1, 2014 | \$18,750 - July 1, 2015 |
| \$6,250 – January 1, 2014 | \$3,409 - August 1, 2014 | \$5,113 - August 1, 2015 |
| \$6,250 – February 1, 2014 | \$3,409 - September 1, 2014 | \$5,113 - September 1, 2015 |
| \$6,250 – March, 2014 | \$3,409 - October 1, 2014 | \$5,113 - October 1, 2015 |
| \$6,250 – April 1, 2014 | \$3,409 - November 1, 2014 | \$5,113 - November 1, 2015 |
| \$6,250 – May 1, 2014 | \$3,409 - December 1, 2014 | \$5,113 - December 1, 2015 |
| \$6,250 – June 1, 2014 | \$3,409 - January 1, 2015 | \$5,113 - January 1, 2016 |
| \$50,000 – 2013-14 Total | \$3,409 - February 1, 2015 | \$5,113 - February 1, 2016 |
| | \$3,409 - March 1, 2015 | \$5,113 - March 1, 2016 |
| | \$3,409 - April 1, 2015 | \$5,113 - April 1, 2016 |
| | \$3,409 - May 1, 2015 | \$5,113 - May 1, 2016 |
| | <u>\$3,410 - June 1, 2015</u> | <u>\$5,120 - June 1, 2016</u> |
| | \$50,000 – 2014-15 Total | \$75,000 – 2015-16 Total |

| | |
|--|--|
| <p>Invoice:</p> | <p>Contractor will submit monthly invoice 30 days prior to the payment due date*.</p> <p>* The exception to this will be the first 2013 payment. This invoice will be submitted upon contract approval (estimated to be 11/13/2013) with payment due on December 1, 2013.</p> |
| <p>Additional responsibilities:</p> | <p>If additional demands for evaluation services go beyond the scope of this MOU, and the Project Evaluator responsibilities described in the funded proposal, an additional fee for additional services charged at a rate of \$75/per hour.</p> <p>Should this MOU require modification, such changes shall be added by mutual agreement by both parties shown below.</p> |
| <p>Program Design/ Grant writing:</p> | <p>The services described herein do not include contractor program design and grant writing services. As agreed upon by OSD and the contractor, Program Design/grant writing services will be performed by the contractor at a rate of \$75 per hour.</p> <p>Contractor grants OSD right of first refusal for contractor's services to design and write any education-related grant proposal.</p> <p>For example, if a school district or for-profit/non-profit agency other than OSD requests the contractor's program design/grant writing services on an education-related grant proposal, the OSD will have first right to hire the contractor for that specific grant proposal. If the OSD should choose to NOT hire the contractor for that specific education-related grant proposal, then the contractor may opt to work for the other entity.</p> |

| | |
|---|---|
| <p>Conflict of Interest:</p> | <p>By entering into this agreement, contractor agrees to reserve an average of 16-20 hours/week exclusively for working with the OSD and will not enter into an agreement with another contractor that may compromise his availability to the OSD.</p> <p>During the period of this proposed agreement, contractor will not assist/contract out to any other school district, profit/nonprofit agency or individual that has a similar area of focus as the OSD and its related activities – without the permission of OSD.</p> |
| <p>Confidentiality:</p> | <p>Contractor agrees to all existing confidentiality policies of the OSD.</p> <p>Contractor shall not, during the time of rendering services to the OSD under this agreement or thereafter, disclose to anyone other than authorized employees of OSD (or persons designated by such duly authorized employees of OSD) any information of a confidential nature, including but not limited to, information relating to: any such materials or intellectual property; any OSD projects or programs; the technical, commercial or any other affairs of the OSD; or, any confidential information which the OSD has received from a third party.</p> |
| <p>Intellectual Property Rights:</p> | <p>All concepts and content created by contractor under the auspices of project evaluation, including, without limitation, images, videos and text, including any intellectual property, such as copyrights or trademarks will be owned solely and legally by the OSD.</p> |
| <p>Cancellation of Terms:</p> | <p>Either party may cancel this contract by issuing a Notice of Termination (30 day written notice) which includes the reason(s) for termination. If the contract is cancelled during the middle of the month, contractor will be entitled to retain that entire month's compensation.</p> |
| <p>Other Commitments:</p> | <p>OSD understands that contractor is currently providing evaluation services for the Lennox School District's TUPE and after school programs, Lawndale School District's TUPE program, United Way of Santa Barbara County's FUN IN THE SUN program and is under a four-month contract with the Rona Barrett Foundation (October 15th, 2013 – February 15th 2014) for services revolving around designing and finding for strategic initiatives related to affordable housing and other types of programs for low-income seniors.</p> |
| <p>Subject to Change:</p> | <p>By signing this agreement, both parties acknowledge that they understand that USDE/Office of Innovation and Improvement: Magnet Schools Assistance Program grants are for three years but are subject to renewal/cancellation at the end of each year.</p> |

Agreed to by:

Lisa A. Franz, Director,
Purchasing

| Name of Lead Agency Authorized Signatory | Signature of Lead Agency Authorized Signatory | Date |
|---|--|------------|
| Jonathan O'Brien | | 11/04/2013 |
| Name of Contractor Authorized Signatory | Signature of Contractor Authorized Signatory | Date |



BOARD AGENDA ITEM

Name of Contributor: Dr. Nancy Carroll

Date of Meeting: 1/21/15

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

Approval of Amendment #1 to Agreement #14-89 - California Department of Education – Child Development Division Contract #CSPP-4629 (Carroll/Driver)

Oxnard School District entered into Agreement #14-89/CDE Contract #CSPP-4629 with California Department of Education (CDE) to operate State Preschool programs.

CDE issued Amendment #1 increasing the Standard Reimbursement Rate by five percent (5%) which amends the Maximum Reimbursable amount to \$1,185,667.00 and enrollment days to 32,844 (FTE rate). Days of Operation will remain at 180 days.

FISCAL IMPACT

\$102,700.00 of additional funding to operate State Preschool Programs for a total contract amount of \$1,185,667.00.

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Interim Assistant Superintendent, Educational Services that the Board of Trustees approve Amendment #1 to Agreement #14-89 and Contract #CSPP-4629 with California Department of Education – Child Development Division.

ADDITIONAL MATERIAL:

Attached: Amendment #1, California Department of Education-Child Development Division (1 Page)
Agreement #14-89, California Department of Education-Child Development Division (6 Pages)



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 14 - 15

Amendment 01

DATE: July 01, 2014

CONTRACT NUMBER: CSPP-4629

PROGRAM TYPE: CALIFORNIA STATE
PRESCHOOL PROGRAM

PROJECT NUMBER: 56-7253-00-4

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES
Budget Act/Rate Increase

CONTRACTOR'S NAME: OXNARD SCHOOL DISTRICT

This agreement with the State of California dated July 01, 2014 designated as number CSPP-4629 shall be amended in the following particulars but no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$1,082,967.00 and inserting \$1,185,667.00 in place thereof.

The Maximim Rate per child day of enrollment payable pursuant to the provisions of the agreement shall be amended by deleting reference to \$34.38 and inserting \$36.10 in place thereof.

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be amended by deleting reference to 31,500.0 and inserting 32,844.0 in place thereof.

Minimum Days of Operation (MDO) Requirement shall be 180. (No change)

| | | | | | | | |
|---|---|----------------|-----------------|---|----------|--|--|
| STATE OF CALIFORNIA | | | | CONTRACTOR | | | |
| BY (AUTHORIZED SIGNATURE) | | | | BY (AUTHORIZED SIGNATURE) | | | |
| PRINTED NAME OF PERSON SIGNING Sueshil Chandra, Manager | | | | PRINTED NAME AND TITLE OF PERSON SIGNING Lisa A. Franz, Director, Purchasing | | | |
| TITLE Contracts, Purchasing and Conference Services | | | | ADDRESS 1051 South A Street, Oxnard, CA 93030 | | | |
| AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 102,700 | PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs | | | FUND TITLE General | | | Department of General Services use only |
| PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 1,082,967 | (OPTIONAL USE) 0656 23038-7253 | | | | | | |
| TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,185,667 | ITEM 30.10.010. 6110-196-0001 | CHAPTER B/A | STATUTE 2014 | FISCAL YEAR 2014-2015 | | | |
| OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590 | | | | | | | |
| I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. | | | | T.B.A. NO. | B.R. NO. | | |
| SIGNATURE OF ACCOUNTING OFFICER | | | | DATE | | | |



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 14 - 15

DATE: July 01, 2014

CONTRACT NUMBER: CSPP-4629

PROGRAM TYPE: CALIFORNIA STATE
PRESCHOOL PROGRAM

PROJECT NUMBER: 56-7253-00-4

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: OXNARD SCHOOL DISTRICT

By signing this contract and returning it to the State, the contractor is agreeing to provide services in accordance with the FUNDING TERMS AND CONDITIONS (FT&C), the GENERAL TERMS AND CONDITIONS (GTC-610) (both available online at <http://www.cde.ca.gov/fg/aa/cd/>) and the CURRENT APPLICATION which by this reference are incorporated into this contract. The contractor's signature certifies compliance with the Funding Terms and Conditions, the Current Application and the General Terms and Conditions.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2014 through June 30, 2015. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$34.38 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$1,082,967.00.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement 31,500.0
 Minimum Days of Operation (MDO) Requirement 180

Any provision of this contract found to be in violation of Federal and State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this contract.

| | | | | | |
|--|--|--|-----------------------|--------------------------|--|
| STATE OF CALIFORNIA | | CONTRACTOR | | | |
| BY (AUTHORIZED SIGNATURE) | | BY (AUTHORIZED SIGNATURE) | | | |
| PRINTED NAME OF PERSON SIGNING Sueshil Chandra, Manager | | PRINTED NAME AND TITLE OF PERSON SIGNING <i>Lisa A. Franz, Director of Purchasing</i> | | | |
| TITLE Contracts, Purchasing and Conference Services | | ADDRESS 1051 South A Street, Oxnard, CA., 93030 | | | |
| AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 1,082,967 | PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs | | FUND TITLE General | | Department of General Services use only |
| PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0 | (OPTIONAL USE) 0656 23038-7253 | | | | |
| TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,082,967 | ITEM 30.10.010. 6110-196-0001 | CHAPTER B/A | STATUTE 2014 | FISCAL YEAR 2014-2015 | |
| | OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS Res-6105 Rev-8590 | | | | |
| | I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above | | T B A NO | B R NO | |
| SIGNATURE OF ACCOUNTING OFFICER | | DATE | | | |

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

| | | |
|---|--|---|
| <i>Contractor/Bidder Firm Name (Printed)</i> <i>Oxnard School District</i> | | <i>Federal ID Number</i> <i>95-6002318</i> |
| <i>By (Authorized Signature)</i> | | |
| <i>Printed Name and Title of Person Signing</i> <i>Lisa A. Franz, Director of Purchasing</i> | | |
| <i>Date Executed</i> <i>8/20/2014</i> | <i>Executed in the County of</i> <i>Ventura</i> | |

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs;
- and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department

determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued

pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

BOARD AGENDA ITEM

Name of Contributor(s): Dr. Nancy Carroll

Date of Meeting: 1/21/15

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

Approval of Agreement/MOU #14-176 – Buck Institute for Education (Carroll/West)

The Buck Institute for Education will provide follow-up training and support the implementation of Project Based Learning with the STEAM Academy programs. Trainings will be provided for up to 35 educators from the OSD's three middle school academies on January 26, 2015 and March 4, 2015.

FISCAL IMPACT:

Not to exceed \$12,000.00 – MSAP

RECOMMENDATION:

It is recommended by the Director, MSAP Grant, and the Interim Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #14-176 with the Buck Institute for Education.

ADDITIONAL MATERIAL(S):

Attached: Agreement/MOU #14-176, Buck Institute for Education (1 Page)
Certificate of Insurance (2 Pages)

**AGREEMENT #14-176 BETWEEN
BUCK INSTITUTE FOR EDUCATION AND OXNARD SCHOOL DISTRICT
FOR PROFESSIONAL DEVELOPMENT TRAINING
IN MSAP OBJECTIVES PROJECT BASED LEARNING**

The scope of this document is to define the roles and responsibilities of the **Buck Institute for Education (BIE)** and the **Oxnard School District (OSD)**. The purpose of this agreement is to provide MSAP Academy educators with training and support the implementation of Project Based Learning with the STEAM Academy programs.

This serves as a Memorandum of Understanding and Responsibility Agreement that the **Oxnard School District** and the **Buck Institute for Education** will work together toward training **OSD** STEAM Academy educators in Project Based Learning. Both the agency and consultant, according to their defined roles, agree to participate in coordinating, providing, and financing the following services for the purpose of this agreement.

1. **Buck Institute for Education agrees to:**
 - a. Provide two (2) days of follow-up training for 35 **Oxnard School District** educators in Project Based Learning as part of the PBL 101 Workshop.
 - b. Provide **Oxnard School District** with Certificate of Insurance naming the **Oxnard School District** as “additional insured”.
 - c. Total program costs not to exceed \$11,000.00 for professional development, consultant travel and accommodations, and other applicable fees.

2. **Oxnard School District -- MSAP-funded STEAM Academies -- agree(s) to:**
 - a. Pay \$11,000.00 for the two (2) days of follow-up training for 35 **Oxnard School District** educators. The price of these workshops includes consultant travel and accommodations, and other applicable fees. The workshop dates include January 26, 2015, and March 4, 2015.
 - b. In the event of cancellation of a workshop, pay for non-refundable expenses (minimum \$250 per workshop) already incurred. In the event of rescheduling of a workshop, pay for any additional cost associated with rescheduling.
 - c. Provide the instructional facility for the training.
 - d. Provide LCD projector/monitor set up.

Oxnard School District will monitor this agreement to oversee implementation of PBL 101 Workshop follow-up training. This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented January 26, 2015, and March 4, 2015.

OXNARD SCHOOL DISTRICT:

BUCK INSTITUTE FOR EDUCATION:

Signature

Signature

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

John Mergendoller, Executive Director
Typed Name/Title

Date

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/28/2014

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

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

| PRODUCER Commercial Lines – 707-769-2900 Wells Fargo Insurance Services USA, Inc. - CA Lic#: 0D08408 1039 A N. McDowell Blvd Petaluma, CA 94954 | CONTACT NAME: PHONE (A/C. No. Ext): _____ FAX (A/C. No): _____ E-MAIL ADDRESS: _____ <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center; border-bottom: 1px solid black;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center; border-bottom: 1px solid black;">NAIC #</th> </tr> <tr> <td>INSURER A: Philadelphia Indemnity Insurance Company</td> <td style="text-align: center;">18058</td> </tr> <tr> <td>INSURER B: Republic Indemnity Company of America</td> <td style="text-align: center;">22179</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: Philadelphia Indemnity Insurance Company | 18058 | INSURER B: Republic Indemnity Company of America | 22179 | INSURER C: | | INSURER D: | | INSURER E: | | INSURER F: | |
|--|---|-------------------------------|--------|--|-------|---|-------|-------------------|--|-------------------|--|-------------------|--|-------------------|--|
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A: Philadelphia Indemnity Insurance Company | 18058 | | | | | | | | | | | | | | |
| INSURER B: Republic Indemnity Company of America | 22179 | | | | | | | | | | | | | | |
| INSURER C: | | | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | |
| INSURED Beryl Buck Institute for Education 18 Commercial Blvd. Novato CA 94949 | | | | | | | | | | | | | | | |

COVERAGES
CERTIFICATE NUMBER: 8005923
REVISION NUMBER: See below

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | | | | | | | | | | | | | |
|---|---|-----------|----------|---------------|-------------------------|-------------------------|--|---|---------------------------------|---|--------------------|------------------------------|----------|--------------------------------|--------------|-------------------|-----------------------------|------------------------|--------------|--|----|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____ | | | PHPK1130264 | 02/05/2014 | 02/05/2015 | <table style="width: 100%; border-collapse: collapse;"> <tr> <td>EACH OCCURRENCE</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td> <td style="text-align: right;">\$ 100,000</td> </tr> <tr> <td>MED EXP (Any one person)</td> <td style="text-align: right;">\$ 5,000</td> </tr> <tr> <td>PERSONAL & ADV INJURY</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td>GENERAL AGGREGATE</td> <td style="text-align: right;">\$ 2,000,000</td> </tr> <tr> <td>PRODUCTS - COMP/OP AGG</td> <td style="text-align: right;">\$ 2,000,000</td> </tr> <tr> <td></td> <td style="text-align: right;">\$</td> </tr> </table> | 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 | | \$ |
| EACH OCCURRENCE | \$ 1,000,000 | | | | | | | | | | | | | | | | | | | | |
| DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 100,000 | | | | | | | | | | | | | | | | | | | | |
| MED EXP (Any one person) | \$ 5,000 | | | | | | | | | | | | | | | | | | | | |
| PERSONAL & ADV INJURY | \$ 1,000,000 | | | | | | | | | | | | | | | | | | | | |
| GENERAL AGGREGATE | \$ 2,000,000 | | | | | | | | | | | | | | | | | | | | |
| PRODUCTS - COMP/OP AGG | \$ 2,000,000 | | | | | | | | | | | | | | | | | | | | |
| | \$ | | | | | | | | | | | | | | | | | | | | |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | PHPK1130264 | 02/05/2014 | 02/05/2015 | <table style="width: 100%; border-collapse: collapse;"> <tr> <td>COMBINED SINGLE LIMIT (Ea accident)</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td>BODILY INJURY (Per person)</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>BODILY INJURY (Per accident)</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>PROPERTY DAMAGE (Per accident)</td> <td style="text-align: right;">\$</td> </tr> <tr> <td></td> <td style="text-align: right;">\$</td> </tr> </table> | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 | BODILY INJURY (Per person) | \$ | BODILY INJURY (Per accident) | \$ | PROPERTY DAMAGE (Per accident) | \$ | | \$ | | | | |
| COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 | | | | | | | | | | | | | | | | | | | | |
| BODILY INJURY (Per person) | \$ | | | | | | | | | | | | | | | | | | | | |
| BODILY INJURY (Per accident) | \$ | | | | | | | | | | | | | | | | | | | | |
| PROPERTY DAMAGE (Per accident) | \$ | | | | | | | | | | | | | | | | | | | | |
| | \$ | | | | | | | | | | | | | | | | | | | | |
| A | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | PHUB448927 | 02/05/2014 | 02/05/2015 | <table style="width: 100%; border-collapse: collapse;"> <tr> <td>EACH OCCURRENCE</td> <td style="text-align: right;">\$ 2,000,000</td> </tr> <tr> <td>AGGREGATE</td> <td style="text-align: right;">\$ 2,000,000</td> </tr> <tr> <td></td> <td style="text-align: right;">\$</td> </tr> </table> | EACH OCCURRENCE | \$ 2,000,000 | AGGREGATE | \$ 2,000,000 | | \$ | | | | | | | | |
| EACH OCCURRENCE | \$ 2,000,000 | | | | | | | | | | | | | | | | | | | | |
| AGGREGATE | \$ 2,000,000 | | | | | | | | | | | | | | | | | | | | |
| | \$ | | | | | | | | | | | | | | | | | | | | |
| B | 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 <input type="checkbox"/> N / A | | | 16980709 | 07/01/2014 | 07/01/2015 | <table style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTH-ER</td> <td></td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td style="text-align: right;">\$ 1,000,000</td> <td></td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td style="text-align: right;">\$ 1,000,000</td> <td></td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td style="text-align: right;">\$ 1,000,000</td> <td></td> </tr> </table> | <input checked="" type="checkbox"/> PER STATUTE | <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 | | | |
| <input checked="" type="checkbox"/> PER STATUTE | <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 | | | | | | | | | | | | | | | | | | | | |
| A | Professional Liability | | | PHPK1130264 | 02/05/2014 | 02/05/2015 | 2,000,000 Aggregate 1,000,000 Each Professional Incident | | | | | | | | | | | | | | |

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

CG 20 26 07 04 Re: Project Based Learning Professional Development Services

Oxnard School District its officers, agents, employees, and/or volunteers are covered as additional insured with respect to general liability of the named insured per endorsement referenced above.

CERTIFICATE HOLDER

 Oxnard School District
 Attn: Lisa Franz, Purchasing Dept.
 1051 South A Street
 Oxnard, CA 93030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| |
|---|
| <p>Name of Additional Insured Person(s) or Organization(s)</p> <p>Re: Project Based Learning Professional Development Services</p> <p>Oxnard School District its officers, agents, employees, and/or volunteers are covered as additional insured with respect to general liability of the named insured per endorsement referenced above.</p> |
| <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p> |

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 your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

BOARD AGENDA ITEM

Name of Contributor(s): Dr. Nancy Carroll

Date of Meeting: 1/21/15

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

Approval of Agreement/MOU #14-177 – Students for Eco Education & Agriculture (SEEAG) (Carroll/Driver)

Through classroom presentations, Students for Eco Education and Agriculture (SEEAG) will offer a foundation of agriculture and food literacy to students and teachers, and build meaningful connections to the food we eat. The classroom presentations teach students why they need to care about plants and agriculture and inspire the next generation to become future agricultural stewards of the land.

FISCAL IMPACT:

None

RECOMMENDATION:

It is recommended by the Director, Curriculum, Instruction & Accountability, and the Interim Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #14-177 with Students for Eco Education & Agriculture (SEEAG).

ADDITIONAL MATERIAL(S):

Attached: Agreement/MOU #14-177, Students for Eco Education & Agriculture (4 Pages)
Certificate of Insurance (2 Pages)

MEMORANDUM OF UNDERSTANDING #14-177
2014 - 2015 Academic Year

This Memorandum of Understanding (MOU) is entered into by the Oxnard School District and the SEEAG [Students for Eco Education and Agriculture] to fulfill the partnership requirements as mentioned below. The intent of this memorandum is to establish a formal working relationship and sets forth the respective partnership roles and responsibilities of Oxnard School District and SEEAG, which will govern this important partnership:

SEEAG will:

- (1) Provide Common Core State Standards aligned lesson(s) on the topic of the importance of agriculture, farmland and the origins of food in Ventura County as it relates to global awareness.
 - a. The purpose is to:
 - i. Develop agricultural and food literacy
 - ii. Start students thinking about the importance of agriculture, farmland and origins of food.
 - iii. Teach student how food goes from the field to table
 - iv. Highlight the technology used in sustainable agriculture (i.e.: hydroponic growing, bio fuel and hydrogen fuel cells, solar energy used to power the packing house, and the environmental concept of how to minimize pollution and waste)
 - v. Provide opportunity for students to visit Limoneira Ranch to see the growth cycle of a lemon in orchards, learn about the journey of a lemon from farm to table, walk through a historic packinghouse and the environmental technology and sustainable Ag practices supporting the process.
- (2) Maintain all staff and volunteers in this program will fulfill health screening and fingerprint clearance requirements in current law according to district policy.
- (3) Provide an activity log reflecting what events occurred and when appropriate copies of lesson plans.
- (4) Provide a safe physical and emotional environment and opportunities for relationship-building and to promote active pupil engagement.
- (5) Leave the classroom in the same or better condition than before the lesson.
- (6) Provide estimated expenses incurred by SEEAG to be documented as in-kind match to the After School Education and Safety Grant for Oxnard School District.
- (7) Keep confidential, as required by law, all and any information provided by OSD staff regarding students, staff, parents or any other matter.
- (8) Indemnification
 - a. Indemnification for Professional Liability. Where the law establishes a professional standard of care for consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless District and any and all of its officials, elected board members, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities,

damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees, or sub-consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

- b. Indemnification for Other than Professional Liability. To the Full extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the Indemnified Parties 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 cost, and expert witness fees), arising out of or 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.
- c. General Indemnification Provisions. Consultant agrees to obtain executed indemnity Agreements with provision 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.
- d. The provisions of this section do not apply to claims occurring as a result of District's sole negligence or willful acts or omissions.

(9) PERSONNEL DISCLOSURE.

- a. SUBCONTRACTOR shall make available to DISTRICT a current list of all personnel providing services under this Agreement. Changes to this list shall be immediately provided to DISTRICT 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 brief description of the functions of each such position, (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.
- b. SUBCONTRACTOR shall not knowingly employ in the Program, paid or volunteer staff convicted of any crime of violence (including cruelty to animals) or of any sexual crime against an adult or child. SUBCONTRACTOR shall immediately notify DISTRICT 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 SUBCONTRACTOR's staff employed in the Program. SUBCONTRACTOR has a duty to investigate the background of any employees, staff or volunteers coming into contact with children and to disclose any findings of violent crimes, crimes of a sexual nature and crimes involving the use of drugs

or alcohol to the DISTRICT. Failure to investigate and/or failure to report findings constitutes a default under this Agreement which could result in termination of this Agreement and/or withdrawal of funding.

(10) CHILD ABUSE REPORTING.

- a. SUBCONTRACTOR 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.

(11) INSURANCE

- a. SUBCONTRACTOR, at its sole cost and expense, shall obtain and maintain in full force, during the term of this Agreement, the following types of insurance:
 - i. Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury and property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual, and \$50,000 fire legal liability, if applicable.
 - ii. Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury and property damage, including owned, non-owned and hired automobiles
 - iii. Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of SUBCONTRACTOR and Employer's Liability in the minimum amount of \$1,000,000.
 - iv. Professional Liability coverage in the minimum amount of \$1,000,000 each occurrence and \$2,000,000.00 in the aggregate.
 - v. All insurance required under this Agreement shall be primary coverage as respects DISTRICT, and any insurance or self-insurance maintained by DISTRICT shall be in excess of SUBCONTRACTOR's insurance coverage and shall not contribute to SUBCONTRACTOR's coverage. DISTRICT is to be notified immediately if any aggregate insurance limit is exceeded.
 - vi. The Oxnard School District is to be named as **Additional Insured** as respects work done by SUBCONTRACTOR under the terms of this Agreement on all insurance required by this Agreement. However, this paragraph 2.7.3 shall not be construed to apply to Workers' Compensation coverage.
 - vii. Policies shall not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the DISTRICT.

(12) SUBCONTRACTOR agrees to provide DISTRICT with the following insurance documents within 14 days after the execution of this Agreement:

- a. Certificates of Insurance for coverage required under this Agreement
- b. Additional insured endorsements; and

- c. Sixty (60) days Notice Cancellation Clause endorsements.

SUBCONTRACTOR 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 2.7 herein to pay covered claims which may arise as a result of SUBCONTRACTOR's performance of this Agreement

Oxnard School District will:

- (1) Assist SEEAG in the execution of the agricultural program lessons
- (2) Provide facilities for operation including but not limited to:
 - a. Classroom or adequate place to hold lesson
 - b. Utilities to support the program and parking
- (3) Provide custodial services/supplies needed as a result of the program.

This MOU is for activities conducted in the Oxnard School District during the academic year of 2014-2015. All services will be rendered prior to June 30, 2015. Any final reports or lesson plans will be submitted to Oxnard School District no later than June 30, 2015.

If modifications are necessary to complete this agreement, they will be added to this MOU by mutual consent of all parties involved.

We hereby agree to this MOU and certify that agreements made here will be honored.

**STUDENTS FOR ECO EDUCATION
& AGRICULTURE (SEEAG):**

OXNARD SCHOOL DISTRICT:

Signature

Signature

Mary Maranville, Educational Outreach
Typed Name/Title

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

Date

Date

(Contingent on Board Approval)

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

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

| PRODUCER Laubacher Insurance Agency Calif. Lic. #0593569 P.O. Box 31 Oxnard, CA 93032 | | CONTACT NAME: PHONE (A/C, No, Ext): 805.483.2477 FAX (A/C, No): 805.483.8254 E-MAIL ADDRESS: | | | | | | | | | | | | | | | | | | | | | | |
|--|-----------------------------------|---|--|-------------------------------|--|--------|-------------|---------------------------------|--|-------------|-----------------------------------|--|-------------|--|--|-------------|--|--|-------------|--|--|-------------|--|--|
| INSURED Students for Eco-Education and Agriculture, Inc. P.O. Box 1461 Ojai, CA 93024 | | <table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td>Nonprofits' Ins. Alliance of CA</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td>State Compensation Insurance Fund</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table> | | INSURER(S) AFFORDING COVERAGE | | NAIC # | INSURER A : | Nonprofits' Ins. Alliance of CA | | INSURER B : | State Compensation Insurance Fund | | INSURER C : | | | INSURER D : | | | INSURER E : | | | INSURER F : | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # | | | | | | | | | | | | | | | | | | | | | | |
| INSURER A : | Nonprofits' Ins. Alliance of CA | | | | | | | | | | | | | | | | | | | | | | | |
| INSURER B : | State Compensation Insurance Fund | | | | | | | | | | | | | | | | | | | | | | | |
| INSURER C : | | | | | | | | | | | | | | | | | | | | | | | | |
| INSURER D : | | | | | | | | | | | | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | | | | | | | | | | |

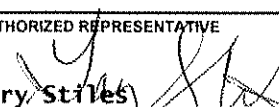
COVERAGES **CERTIFICATE NUMBER: 2014 - 2015 GL** **REVISION NUMBER:**

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 | |
|----------|--|---|---------------|-------------------------|-------------------------|---|--------------------------------|
| A | GENERAL LIABILITY | | 201438609-NPO | 01/15/2014 | 01/15/2015 | EACH OCCURRENCE | \$ 1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 500,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | MED EXP (Any one person) | \$ 20,000 |
| | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,000 |
| | | | | | | | \$ |
| A | AUTOMOBILE LIABILITY | | 201438609-NPO | 01/15/2014 | 01/15/2015 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | <input type="checkbox"/> ANY AUTO | | | | | BODILY INJURY (Per person) | \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS | <input type="checkbox"/> SCHEDULED AUTOS | | | | BODILY INJURY (Per accident) | \$ |
| | <input checked="" type="checkbox"/> HIRED AUTOS | <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | \$ |
| | UMBRELLA LIAB | <input type="checkbox"/> OCCUR | | | | EACH OCCURRENCE | \$ |
| | EXCESS LIAB | <input type="checkbox"/> CLAIMS-MADE | | | | AGGREGATE | \$ |
| | DED | RETENTION \$ | | | | | \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | 9087140-14 | 01/28/2014 | 01/28/2015 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS | <input type="checkbox"/> OTHER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | <input type="checkbox"/> Y / N | | | | E.L. EACH ACCIDENT | \$ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | | | 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)
 Certificate holder is added as additional insured per attached form CG 20 10 11 85.

*30 DAY NOTICE OF CANCELLATION

| | |
|---|---|
| CERTIFICATE HOLDER Oxnard School District Attn: Ginger Shea 1051 South A Street Oxnard, CA 93030 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  Gary Stiles |
|---|---|

POLICY NUMBER: 201438609-NPO

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

Oxnard School District

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

CG 20 10 11 85 Copyright, Insurance Services Office, Inc., 1982

BOARD AGENDA ITEM

Name of Contributor(s): Dr. Nancy Carroll

Date of Meeting: 1/21/15

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

Approval of Agreement/MOU #14-178 – MOUSE Squad (Carroll/Driver)

MOUSE Squad is a non-profit organization and enables upper elementary students to learn 21st century information technology, communication, leadership, and problem solving skills while providing tech support services to their school and community. This program uses mentorship to teach trouble shooting skills to upper grade students who will then be qualified to solve minor technical difficulties at the school level with guidance from the mentor. The MOUSE Squad program is directly aligned with the common core state standards aimed at supporting the integration of technology in K-12 education systems and the development of skills essential for the new millennium.

This program will be added to Curren K-8 and Harrington Elementary Schools.

FISCAL IMPACT:

Not to Exceed \$3,500.00 – ASES Grant Funds

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Interim Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #14-178 with MOUSE Squad.

ADDITIONAL MATERIAL(S):

Attached: Agreement #14-178, MOUSE Squad (2 Pages)

**AGREEMENT #14-178 BETWEEN
MOUSE SQUAD
AND
OXNARD SCHOOL DISTRICT**

The scope of this document is to define the roles and responsibilities of MOUSE Squad, a program of Aspiranet, to provide a technology enrichment program for Curren K-8 and Harrington Elementary School(s) in coordination with Oxnard School District.

This serves as a Memorandum of Understanding and Responsibility Agreement that the **Oxnard School District** and the **MOUSE Squad** will work together toward promoting a quality enrichment program. Each agency, according to its defined role, agrees to participate in coordinating, providing and financing the following services for the purpose of this agreement.

The core elements of the MOUSE Squad program include:

1. Online curriculum with computer, software, and problem solving modules;
2. Hands-on activities and service learning projects;
3. Student-run help desk with paper and/or online ticket management systems;
4. Volunteers to assist with curriculum, help desk, mentoring; field trips for students; internships for high school youth.

The program requirements for successful implementation:

1. 5 - 25 students interested in learning about technology
2. Computers or laptops with Internet access
3. An instructor or faculty advisor interested in teaching about technology and workplace skills
4. An administrator supportive of students assisting teachers with their tech support
5. Parents who champion student tech leaders

1. **MOUSE Squad agrees to:**

- a. Provide online curriculum (30 hours) that aligns with state curriculum & national technology standards;
- b. Conduct training of instructor/coordinator and site team in January 2015;
- c. Provide computer toolkit, USB Flashdrives, Name Badges and lanyards, posters and stickers;
- d. Provide mini-trainings for “Computer in a Box” and other curriculum activities;
- e. Coordinate volunteers, in conjunction with Oxnard School District, who assist with curriculum and mentoring;
- f. Provide interactive Web Space for instructor/coordinator online sharing of ideas;
- g. Enable access to web-based ticket management system;
- h. Conduct spring summit for participating California sites;
- i. Conduct site visits and overall program management and support;
- j. Provide Oxnard School District with Certificate of Insurance naming the Oxnard School District as “additional insured”;
- k. Invoice for Curren K-8 School at a total cost of \$1,750 (\$2,000 minus MOUSE Squad Mini Grant of \$250);
- l. Invoice for Harrington Elementary School at a total cost of \$1,750 (\$2,000 minus the MOUSE Squad Mini Grant of \$250).

(Continued)

2. **Oxnard School District agrees to:**
- a. Provide facilities for the program.
 - b. Provide staff to operate the program at the school site.
 - c. Attend the August training for MOUSE Squad.
 - d. Pay for the cost of the program for the total amount of \$3,500.

The Oxnard School District shall monitor this Agreement to oversee implementation of project activity. This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented January 22, 2015 – December 31, 2015.

Jan Half, MOUSE Squad Program Director

Date

Vernon Brown, CEO Aspiranet

Date

Lisa A. Franz, Director, Purchasing
Oxnard School District

Date

(Contingent upon Board Approval)

Board Agenda Item

NAME OF CONTRIBUTOR: Dr. Nancy Carroll

DATE OF MEETING: 1/21/15

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

Approval of Agreement/MOU #14-179 – El Centrito Family Learning Centers (Carroll/Driver)

El Centrito Family Learning Centers will provide a limited term (6-8 weeks) Kindergarten program for the students at Driffill Elementary. The program will include activities for the Kindergarteners and their parents to support academic growth.

FISCAL IMPACT:

No fiscal impact to the Oxnard School District.

RECOMMENDATION:

It is recommended by the Director, Curriculum, Instruction & Accountability, and the Interim Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #14-179 with El Centrito Family Learning Centers.

ADDITIONAL MATERIALS:

Attached: Agreement/MOU #14-179, El Centrito Family Learning Centers (4 Pages)

OSD AGREEMENT #14-179

El Centrito Family Learning Centers & Oxnard School District MEMORANDUM OF UNDERSTANDING 2014-2015 Academic Year

This Memorandum of Understanding (MOU) is entered into by the Oxnard School District (OSD) and El Centrito Family Learning Centers (El Centrito) to fulfill the partnership requirements as mentioned below. The intent of this memorandum is to establish a formal working relationship and sets forth the respective partnership roles and responsibilities of Oxnard School District and El Centrito Family Learning Center. Program operation is dependent on private funding sources.

This MOU addresses the El Centrito Family Learning Centers operations in Oxnard School District at Driffill Elementary School.

El Centrito Family Learning Centers will:

- (1) Work with the district to support the mutual goal of providing after school assistance to students at Driffill Elementary.
- (2) Obtain permission from the site principal to offer their program at the school site.
- (3) Submit a facilities use permit application to the Oxnard School District Facilities Department for needed space at Driffill Elementary School.
- (4) Provide tutoring, homework assistance and STEAM activities in one or more of the following core content subject areas: language arts, mathematics, history and social science, science, and computer training.
- (5) Maintain staff and volunteers are in compliance with health and fingerprint clearance requirements in current law according to district policy.
- (6) Require staff to wear a name tag identifying them as part of the program.
- (7) Keep confidential, as required by law, all and any information provided by OSD staff of student's relating to students, staff, parents or any other matter.

(8) Indemnification

- a. All activities and work covered by this agreement shall be at the risk of El Centrito Family Learning Centers alone. El Centrito Family Learning Centers agrees to defend, indemnify and hold harmless Oxnard School District, including all of its Board of Trustees, employees, agents and volunteers, against any and all claims or lawsuits, judgment, debts, demands and liability whether against El Centrito Family Learning Centers, Oxnard School District, or other, 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 El Centrito, save and except claims or litigation arising through the negligence, wrongdoing, or the willful misconduct of Oxnard School District.
- b. For any subcontracts, El Centrito shall require the subcontractor to defend, indemnify and hold harmless Oxnard School District, including all of its employees, agents, representatives, and attorneys, against any and all claims or lawsuits, judgments, debts, demands and liability whether against El Centrito, Oxnard School District, 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 Oxnard School District, as applicable.
- c. The provisions of this section do not apply to claims occurring as a result of District's sole negligence or willful acts or omissions.

(9) **PERSONNEL DISCLOSURE.**

- a. El Centrito shall not knowingly employ in the Program, paid or volunteer staff convicted of any crime of violence (including cruelty to animals) or of any sexual crime against an adult or child. El Centrito shall immediately notify Oxnard School District 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 El Centrito's staff employed in the Program.
- b. El Centrito will provide a Personnel Disclosure Form, listing the staff name, position and qualifications.

(10) **CHILD ABUSE REPORTING.**

- a. El Centrito 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.

- (11) **INSURANCE:** El Centrito, at its sole cost and expense, shall obtain and maintain in full force, during the term of this Agreement, the following types of insurance:
- a. Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury and property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual, and \$50,000 fire legal liability, if applicable.
 - b. Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury and property damage, including owned, non-owned and hired automobiles
 - c. Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of El Centrito and Employer's Liability in the minimum amount of \$1,000,000.
 - d. Professional Liability coverage in the minimum amount of \$1,000,000 each occurrence and \$2,000,000.00 in the aggregate.
 - e. All insurance required under this Agreement shall be primary coverage as respects Oxnard School District, and any insurance or self-insurance maintained by Oxnard School District shall be in excess of El Centrito's insurance coverage and shall not contribute to El Centrito's coverage. Oxnard School District is to be notified immediately if any aggregate insurance limit is exceeded.
 - f. The Oxnard School District is to be named as **Additional Insured** as respects work done by El Centrito under the terms of this Agreement on all insurance required by this Agreement. However, this paragraph shall not be construed to apply to Workers' Compensation coverage.
 - g. Policies shall not be canceled, non-renewed or reduced in scope of coverage until after thirty (30) days written notice has been given to the Oxnard School District.
 - h. El Centrito agrees to provide Oxnard School District with the following insurance documents within 14 days after the execution of this Agreement:
 - i. Certificates of Insurance for coverage required under this Agreement
 - ii. Additional insured endorsements; and
 - iii. Thirty (30) days Notice Cancellation Clause endorsements.

Oxnard School District will:

- (1) When available, provide opportunities for training.
- (2) Provide facilities for operation including by not limited to:
 - a. Work space for staff and mentors;
 - b. Storage for supplies and materials;
 - c. Access to a phone;
 - d. Utilities to support the program and parking;
 - e. Use of one age and task appropriate classroom for daily programming;
 - f. Use of additional classroom or appropriate space for parent meetings;
- (3) Provide custodial services/supplies needed as a result of the program;
- (4) Have approval of the school principal;
- (5) Assist with recruitment of students.

This MOU is for activities conducted in the 2014-2015 school year. All services will be rendered prior to June 30, 2015. A final report will be shared with Oxnard School District no later than June 30, 2015.

If modifications are necessary to complete this agreement, they will be added to this MOU by mutual consent of all parties involved.

We hereby agree to this MOU and certify that agreements made here will be honored.

Joseph Castaneda
El Centrito Family Learning Center
PO Box 1613 Oxnard, CA 93032
Telephone Number: (805) 483-8685
Fax Number: (805) 240-1176
E-mail: jcastaneda@elcentrito.org

Date

Lisa A. Franz
Director, Purchasing
Oxnard School District

Date

(Contingent on Board Approval)

BOARD AGENDA ITEM

Name of Contributor(s): Dr. Jesus Vaca

Date of Meeting: 1/21/15

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

Approval of Agreement #14-184 – California Lutheran University (Vaca/Plaza)

This agreement between Oxnard School District and California Lutheran University will form a Professional Development School partnership between Elm Elementary School and CLU's Graduate School of Education for the academic and clinical preparation of teacher candidates at various levels of pre-service preparation. To support student achievement at Elm Street Elementary, this Professional Development School partnership will provide continuous professional development of both Elm Street Elementary and CLU faculty. The focus of the Professional Development School partnership is improved student performance through researched- based teaching and learning.

FISCAL IMPACT:

None

RECOMMENDATION:

It is recommended by the Assistant Superintendent, Human Resources & Support Services, and the Director, Certificated Human Resources & Public Relations, that the Board of Trustees approve Agreement #14-184 with California Lutheran University.

ADDITIONAL MATERIAL(S):

Attached: Agreement #14-184, California Lutheran University (7 Pages)
Certificate of Insurance (3 Pages)

PROFESSIONAL DEVELOPMENT SCHOOL AGREEMENT
#14-184 BETWEEN
OXNARD SCHOOL DISTRICT AND
CALIFORNIA LUTHERAN UNIVERSITY

This Agreement is entered into between Oxnard School District, ("District") and California Lutheran University ("CLU"), with respect to the following:

RECITALS

The District is dedicated to ensure that all programs enhance student achievement and provide the highest quality education possible.

CLU seeks to expand and deepen the mind in its pursuit of truth through a diverse community and in ways that nurture all dimensions of a student's life.

Elm Street Elementary is one of the district's elementary school programs. CLU's Graduate School of Education has a Department of Learning and Teaching that has the goal of expanding knowledge of faculty in their field of practice.

The faculties of the Department of Learning and Teaching at CLU and Elm Street Elementary will collaborate to support the learning of ELM STREET ELEMENTARY students, the preparation of pre-service teacher candidates, and the continual professional development of experienced teachers.

The District and CLU agree to form a professional development school ("PDS") Partnership between ELM STREET ELEMENTARY and CLU's Graduate School of Education.

The PDS is based upon the belief that CLU and the District must work towards developing a professional learning community between CLU and ELM STREET ELEMENTARY for the purpose of supporting both K-12 students and adults in becoming life-long learners.

CLU will have teachers in the credential program at CLU ("teacher candidates"), undergraduate students seeking classroom observation experience ("undergraduate students"), coaches for the teacher candidates ("field supervisors"), and CLU professors ("site based instructors") on the ELM STREET ELEMENTARY site working with ELM STREET ELEMENTARY teachers ("Cooperating Teachers").

The PDS is accountable to the students in all educational settings. The PDS is also responsible to the parents, the broader community, and the teaching professions. The PDS will uphold high standards for teaching students, the preparation of new teachers, and the creation of communities of sustained inquiry and growth.

The parties agree as follows:

AGREEMENT #14-184

1. TERM

The term of this Agreement will commence on **January 22, 2015**, and will continue through **July 30, 2016**, unless earlier terminated pursuant to this Agreement. The parties may renew the Agreement for additional terms from a period of one to five years upon written agreement.

2. PROGRAM DESCRIPTION

One-year pilot for a Professional Development School Partnership

A Professional Development School (PDS) is a collaboratively planned and implemented partnership for the academic and clinical preparation of teacher candidates at various levels of pre-service preparation. To support student achievement at ELM STREET ELEMENTARY, this PDS partnership will provide continuous professional development of both ELM STREET ELEMENTARY and CLU faculty. The focus of the PDS partnership is improved student performance through research-based teaching and learning.

Specific benefits include:

- Enhanced adult to student ratios providing more opportunities to meet the needs of individual learners.
- CLU's teacher candidates and site-based instructors will expose all ELM STREET ELEMENTARY teachers to the latest theories in education, providing continuous renewal and professional development.
- Reduced adult to student ratios because teacher candidates play an active role in educating children in the classroom.
- CLU site-based instructors will work with ELM STREET ELEMENTARY teachers and ELM STREET ELEMENTARY students in order to stay connected to the practical classroom environment.
- CLU teacher candidates spend an entire Semester at ELM STREET ELEMENTARY, applying the theories that they learn in their education courses to the daily practice in a classroom co-teaching and co-planning with an ELM STREET ELEMENTARY cooperating teacher.

3. RESPONSIBILITIES

In order to deliver on the parties' commitments under this Agreement, each institution will designate an individual to facilitate regular communication. ELM STREET ELEMENTARY will appoint a PDS Liaison to serve in this role. CLU will appoint a PDS Coordinator to serve in this role. One of the first functions of the PDS Liaison and PDS coordinator will be to establish their specific roles and the additional stakeholder roles necessary to ensure the successful execution of this MOU.

CLU is responsible for:

Financial and personnel support for the following:

- University-based PDS Coordinator
- Stipends for all Cooperating Teachers at ELM STREET ELEMENTARY at the current university rate.
- Stipends and/or salaries for site-based instructors from CLU (CLU Courses).
- Stipends and mileage reimbursement for CLU field supervisors who coach teacher candidates.
- Additional programs and grant opportunities as they become available and as agreed by the parties.
- Annual workshops for Cooperating Teachers regarding mentoring and co-teaching with candidates at ELM STREET ELEMENTARY. CLU is responsible for scheduling and holding such workshops.
- 1.5 Hours annually of Staff Development for ELM STREET ELEMENTARY teachers on a topic to be determined collaborative by PDS coordinators and principal.
- A minimum of eight site-based placements each year for teacher candidates.
- Access to ELM STREET ELEMENTARY materials, copying and supplies.
- TB clearance
- Fingerprinting clearance

- Access to wireless technology (Wi-Fi) at ELM STREET ELEMENTARY.
- The District or ELM STREET ELEMENTARY will not be responsible for compensation of CLU teacher candidates, field supervisors or site-based instructors.

4. GOVERNANCE

A PDS Steering Committee will be established to review, assess and provide advice to CLU and the District for the successful maintenance of the PDS partnership.

- The Steering Committee will be comprised of an equal number of representatives from CLU and the District.
- The Steering Committee will meet at least four times per year.
- The Steering Committee may form sub groups as needed to develop action plans, monitor research and report annually to the larger Steering Committee.
- The Steering Committee will provide a progress report to the appropriate administrators of each partner institution annually.

5. OPERATIONS / RESOURCE SHARING / FUNDING

All existing regulations and protocols governing operations and expenditures of funds for either institution must be followed in the operation of this partnership. In the event of a conflict in the regulations, policies, protocols, or laws governing the parties' actions, the parties agree to meet to resolve the conflict.

Facilities and resources of both institutions will be made available to support PDS activities only after approval by both institutions has occurred through proper protocols at each institution.

6. PROGRAM EVALUATION AND ACCOUNTABILITY

To ensure the highest standards for teaching students and preparing new teachers, regular assessment will be imbedded in the development of lessons for students and teacher candidates. Multiple methods including achievement data will be used to get a complete picture of student and teacher candidate progress.

7. DISCIPLINE

The District will assume full responsibility for disciplining any student or ELM STREET ELEMENTARY teacher. CLU will assume full responsibility for disciplining its teacher candidates, field supervisors or site-based instructors.

The District and ELM STREET ELEMENTARY, in their sole discretion, reserve the right to remove any undergraduate student, CLU teacher candidate, field supervisor, or site-based instructor from its site who poses a reasonable danger to students, parents or teachers. The District agrees to notify CLU in the event of such removal.

8. INSURANCE

CLU agrees to ensure that its teacher candidates and site-based instructors carry their own professional liability insurance coverage with respect to any professional activities performed at ELM STREET ELEMENTARY in amounts not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate. The District will be named as an additional insured to this coverage and copy of Endorsement will be provided to District.

CLU agrees to procure and maintain the following policies of insurance coverage:

- Workers' compensation insurance coverage as applicable to teacher candidates and site-based instructor participation in the PDS, in sufficient amounts as required by the laws and regulations of the State of California.
- Comprehensive general public liability insurance coverage in amounts sufficient to cover any PDS activities, but in any event no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate. The District will be named as an additional insured to this coverage and Endorsement will be provided to the District.
- Abuse/Molestation: Required for vendors, service providers, contactors and/or consultants who have contact with students - \$1,000,000 per occurrence with minimum \$2,000,000 per occurrence for General Aggregate.
- Automobile Liability: For vendors who will drive on district property, Automobile Liability in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage, including owned, hired and non-owned vehicle coverage.

The above mentioned policies of insurance coverage will be provided under either (i) valid and enforceable policies issued by insurance companies legally authorized to do business in the State of California or (ii) a program of self-insurance meeting all requirements of California law applicable to insurance coverage of that nature. Such insurance will be occurrence-based and constitute primary coverage and will not contribute with, or be payable exclusively in excess of, any coverage that the District may carry. Upon request, CLU will provide the District with certificates of insurance or other similar documents which will be reasonably acceptable to the District.

The District agrees to procure and maintain the following policies of insurance coverage:

- Workers' compensation insurance coverage as applicable, for District employees in sufficient amounts as required by the laws and regulations of the State of California.
- Comprehensive general public liability insurance coverage in amounts sufficient to cover any PDS activities, but in any event no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate. CLU will be named as an additional insured to this coverage.

The above mentioned policies of insurance coverage will be provided under either (i) valid and enforceable policies issued by insurance companies legally authorized to do business in the State of California or (ii) a program of self-insurance meeting all requirements of California law applicable to insurance coverage of that nature. Such insurance will be occurrence-based and constitute primary coverage and will not contribute with, or be payable exclusively in excess of, any coverage that CLU may carry. Upon request, the District will provide CLU with certificates of insurance or other similar documents which will be reasonably acceptable to CLU.

9. INDEMNIFICATION

CLU agrees to defend, indemnify, and hold harmless the District, its successors, assigns, employees, board members, officers, volunteers, students, agents and associated organizations from and against all actions, causes of action, suits, complaints, charges, claims, demands, proceedings or actions of any kind whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorneys' fees) whether known or unknown, present or future, that arise from or are connected with (a) CLU's breach of any representation or warranty of this Agreement or negligence or willful misconduct hereunder; (b) any failure to observe or perform any of its covenants or obligations hereunder; or (c) any negligence or willful misconduct by CLU or any of its agents, teacher candidates, field supervisors, undergraduate students, employees or site-based instructors. CLU agrees to indemnify the District regardless of any finding of comparative liability and will indemnify the District for the district's active or passive negligence. CLU agrees that it owes a duty to defend in addition to the duty to indemnify and that duty is immediate upon tender. This Agreement includes indemnification for compensatory damages, punitive damages, and extra-contractual liability, among other things.

The District agrees to defend, indemnify, and hold harmless CLU, its trustees, successors, assigns, employees, teacher candidates and agents from and against all actions, causes of action, suits, complaints, charges, claims, demands, proceedings or actions of any kind whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorneys' fees) whether known or unknown, present or future, that arise from or are connected with (a) any claims by a third party for personal injury arising from a dangerous condition on the ELM STREET ELEMENTARY premises; (b) the District's breach of any representation or warranty of this Agreement or negligence or willful misconduct hereunder; (c) any failure to observe or perform any of its covenants or obligations hereunder; or (d) any negligence or willful misconduct by District or any of its agents, or employees. The District agrees to indemnify CLU regardless of any finding of comparative liability and will indemnify CLU for the district's active or passive negligence. The District agrees that it owes a duty to defend in addition to the duty to indemnify and that duty is immediate upon tender. This Agreement includes indemnification for compensatory damages, punitive damages, and extra-contractual liability, among other things.

10. TERMINATION

Either party may terminate this Agreement without cause by giving at least 120 days written notice to the other party to allow the program to be "taught out" if in progress. An appropriate authority of either party must sign written notice. This Agreement will be considered void 120 days after the delivery of such written notice.

11. NOTICE

Notices under this Agreement will be deemed duly given if in writing and delivered personally or sent by reputable overnight courier service (with package tracking capability) or certified mail, return receipt requested, first class postage prepaid, addressed as follows:

| | |
|-------------------------|---------------------|
| <u>CLU:</u> | <u>District:</u> |
| Dr. Michael Cosenza | Dr. Jesus Vaca |
| 60 W. Olsen Rd. #4100 | 1051 South A Street |
| Thousand Oaks, CA 91360 | Oxnard, CA 93030 |

Notices will be deemed given on the date of delivery. Either party may change its notice address by giving the other ten (10) days prior written notice of such change.

12. NON-DISCRIMINATION

CLU and the District have policies and procedures stating that they are each equal opportunity employers and do not discriminate on any basis as prohibited by law, including but not limited to race, religious creed, color, national origin, ancestry, age, marital status, covered veteran's status, physical or mental disability, medical condition, genetic information, gender, gender identity, gender expression, sex, or sexual orientation. Both organizations recognize the educational value of a diverse environment and welcome applicants and employees of all backgrounds. CLU will be responsible for all reasonable accommodations of their undergraduate students, teacher candidates, field supervisors, and site based instructors. The District will be responsible for ADA access compliance on ELM STREET ELEMENTARY premises.

13. INDEPENDENT CONTRACTOR

The parties agree that their relationship is at all times that of independent contractors, and not that of an employee, partner, agent or Joint venture. Teacher candidates are fulfilling specific professional development requirements for clinical experience and are not to be in any way construed as employees of the District for any purpose or reason. Undergraduate students, field supervisors, and site-based instructors are independent contractors with the District.

14. ASSIGNMENT

Neither party may assign or delegate this Agreement or any other interest herein or responsibility hereunder without the prior written consent of the other party.

15. WAIVER

Failure by either party to enforce at any time any provision of this Agreement will not be construed to be a waiver of such provisions nor of the right of that party to enforce each and every provision.

16. SEVERABILITY

If any provision of this Agreement is as a matter of law unenforceable, then such provision will be deemed to be deleted and this Agreement will otherwise remain in full force and effect.

17. ENTIRE AGREEMENT

Both parties agree that this Agreement represents the entire understanding of the parties with respect to the subject matter covered and supersedes and nullifies any previous agreements regarding the subject matter covered between the parties.

18. GOVERNING LAW

This Agreement will constitute a contract under the laws of the State of California and will be governed and construed in accordance with the laws of said State and without regard to the conflicts of laws principles thereof. Any action or proceeding brought hereunder will be brought in the state or federal courts sitting in Ventura County, California, the parties hereto hereby waiving any claim or defense that such forum is not convenient or proper. Each party hereby agrees that any such court will have in person a jurisdiction over it, consents to service of process in any manner authorized by California law, and agrees that a final judgment in any such action or proceeding will be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner specified by law.

19. NO THIRD-PARTY BENEFICIARIES

This Agreement is made solely for the benefit of the parties to it, and their respective successors and assigns, and no other person will have any rights, interest or claims under its terms or be entitled to any benefits under or on account of the Agreement as a third party beneficiary or otherwise.

20. AUTHORIZATION

The individuals executing this Agreement on behalf of the parties hereto warrant and represent that they have the authority to execute and deliver this Agreement on behalf of such party, and to bind such party to the timely performance of each and every term and provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date hereinabove set forth.

UNIVERSITY REPRESENTATIVES:

DATE:

Karen Davis, Vice President
Administration and Finance

____/____/____

Dr. Robert Fraise, Dean
Graduate School of Education
California Lutheran University

____/____/____

SCHOOL DISTRICT REPRESENTATIVE:

DATE:

Lisa A. Franz
Director, Purchasing
Oxnard School District

____/____/____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/17/2014

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

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


| | |
|--|--|
| PRODUCER 1-312-648-0914 College Risk Retention Group, Inc. 100 Bank Street Suite 610 Burlington, VT 05401 | CONTACT NAME: PHONE (A/C No, Ext): FAX (A/C, No): E-MAIL ADDRESS: certificates@eiiia.org INSURER(S) AFFORDING COVERAGE INSURER A: COLLEGE RRG INC NAIC # 13613 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: |
|--|--|

COVERAGES **CERTIFICATE NUMBER:** 42362531 **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 CERTIFICATION 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 |
|----------|---|--------------------|---------------|-------------------------|-------------------------|---|
| 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 type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC | | GL090114 | 09/01/14 | 09/01/15 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ | | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | | | WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Evidence of General Liability maintained by the above Insured Institution for: Its activities and operations during the policy term; Obligations of the Insured under a lease or rental agreement; Use of facilities by the insured during the policy term; Students in practicum while participating within the scope of their curriculum requirements and assignments; Contractual Liability; Oxnard School District its officers, aagents, employees, and/or volunteers are named as Additional Insured as their interest may appear as required by written contract. Coverage includes sexual misconduct. RE: PDS Partnership.

| | |
|---|---|
| CERTIFICATE HOLDER Oxnard School District Risk Management Department 1051 South A Street Oxnard, CA 93021 USA | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|---|---|

© 1988-2010 ACORD CORPORATION. All rights reserved.



Effective March 25, 2009 128 higher education institutions affiliated with either the United Methodist Church, the Evangelical Lutheran Church in America, the Presbyterian Church (USA) or the American Baptists Churches, organized a new insurance company, College Risk Retention Group, Inc. under the Federal Liability Risk Retention Act of 1986. The Federal Act permits like insureds to combine their resources for the purpose of underwriting and insuring their liability risks.

The enclosed certificate identifies College Risk Retention Group, Inc. as the general liability insurer for primary limits of \$1 Million per occurrence and \$3 Million aggregate. Lexington Insurance Company (A. M. Best Rating AXV) supports College Risk Retention Group, Inc. as the reinsurer. Lexington Insurance Company is also the underwriter for the excess liability coverage over College Risk Retention Group, Inc.

As you may be unfamiliar with evidences of insurance from risk retention groups we welcome any questions you may have regarding the attached certificate of insurance. Should you need any further information regarding the renewal certificate please do not hesitate to contact our administrator's office. Following is the contact information:

Educational & Institutional Insurance Administrators, Inc.
200 S. Wacker Drive, Suite 1000
Chicago, IL 60606
(800) 537-8410
E-mail: certificates@eiaa.org



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/17/2014

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

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

| | | | |
|--|----------------|---|------------------------|
| PRODUCER EIIA 200 S. Wacker Ste. 1000 Chicago, IL 60606 | 1-312-648-0914 | CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS: certificates@eiiia.org | FAX (A/C, No): |
| INSURED California Lutheran University 60 West Olsen Road Thousand Oaks, CA 91360-2787 | | INSURER(S) AFFORDING COVERAGE INSURER A: TRAVELERS PROP CAS CO OF AMER | NAIC # 25674 |
| | | INSURER B: | |
| | | INSURER C: | |
| | | INSURER D: | |
| | | INSURER E: | |
| | | INSURER F: | |

COVERAGES **CERTIFICATE NUMBER:** 42362537 **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 |
|----------|--|-------------------------------------|--------------------|-------------------------|-------------------------|--|
| | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| 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 <input type="checkbox"/> N/A | TACJUB 121D5722-14 | 09/01/14 | 09/01/15 | X WC STATUTORY LIMITS 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 |

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

RE: PDS Partnership.

CERTIFICATE HOLDEROxnard School District
Risk Management Department
1051 South A Street
Oxnard, CA 93030

USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

BOARD AGENDA ITEM

Name of Contributor(s): Dr. Jesus Vaca

Date of Meeting: 1/21/15

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

Approval of Agreement #14-185 – Azusa Pacific University (Vaca/Plaza)

This agreement between Oxnard School District and Azusa Pacific University will provide educational fieldwork experiences such as Student Teaching, Intern Teaching, Teacher Education Clear/Induction Field Experience, School Counseling and School Psychology Field Program, School Counseling and School Psychology intern, Administrative Services Preliminary Field Experience, Administrative Services Intern, and Administrative Services Clear Field Experience. The agreement meets the requirements approved by the California Commission on Teacher Credentialing (CCTC), to provide educational field experiences to the University's candidates at the District's facilities.

FISCAL IMPACT:

None

RECOMMENDATION:

It is recommended by the Assistant Superintendent, Human Resources & Support Services, and the Director, Certificated Human Resources & Public Relations, that the Board of Trustees approve Agreement #14-185 with Azusa Pacific University.

ADDITIONAL MATERIAL(S):

Attached: Agreement #14-185, Azusa Pacific University (11 Pages)
Certificate of Insurance (4 Pages)



MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT entered into by and between **Azusa Pacific University**, hereinafter called the **UNIVERSITY** and **Oxnard School District**, hereinafter called the **DISTRICT**:

WITNESSETH

WHEREAS, the governing board of a school district may enter into agreements with a college or university approved by the Commission on Teacher Credentialing as a teacher education institution (Ed. Code Section 44227), to provide educational field experiences as may be called for in the requirements of the various authorized credentials for public school service; and

WHEREAS, any such agreement may provide for the payment in money or in services for the services rendered by the school district of an amount not to exceed the actual cost to the school district of the services rendered; and

WHEREAS, the University operates fully-accredited educational programs for its candidates; and

WHEREAS, it is to the mutual benefit of the University and the District to make a program of educational fieldwork experiences available to the University's candidates at the District's facilities.

NOW, THEREFORE, it is mutually agreed upon between the parties as follows:

GENERAL TERMS AND CONDITIONS

1. **Term.** The term of this agreement shall commence on **January 22, 2015** and terminate on **June 30, 2019**.
2. **Termination.** Notwithstanding anything herein contained to the contrary, either party may terminate this agreement with thirty (30) days written notice to the undersigned. In the event of early termination of this agreement, candidates who have not yet completed their K-12 Educational field experience assignment in the District may complete their assignment at the discretion of the University. Nothing in this agreement shall limit the right of the University, acting in its sole discretion, to remove a candidate from the K-12 setting at any time.
3. **Amendments.** The provisions of this agreement may be altered, changed, or amended, by mutual written consent of the parties hereto.
4. **Execution.** This agreement may be executed in one or more counterparts, all of which shall constitute one and the same document. Counterparts may be exchanged by facsimile or email. Each counterpart, whether an original signature or a facsimile copy, shall be deemed an original as against any Party who signed it.

5. Insurance.

- a. The District shall maintain minimum insurance coverage for Worker's Compensation, including Employer's Liability, covering its employees. The University shall maintain minimum insurance coverage for Worker's Compensation, including Employer's Liability, covering its employees and candidates.
- b. The District shall carry professional liability insurance coverage in the amount of \$1,000,000 per limit and \$3,000,000 in the aggregate, for its employees and agents. The University shall carry professional liability insurance coverage in the amount of \$1,000,000 per limit and \$3,000,000 in the aggregate, for its employees, agents, and candidates. The District shall maintain general liability insurance coverage (to include abuse and molestation coverage) in the amount of \$1,000,000 per incident and \$3,000,000 in the aggregate, covering its employees and agents. The University shall maintain general liability insurance coverage (to include abuse and molestation coverage) in the amount of \$1,000,000 per incident and \$3,000,000 in the aggregate, covering its employees, agents, and candidates.
- c. The District maintains proof of all insurance coverage and will provide said proof to the University upon request. The University maintains proof of all insurance coverage and will provide said proof to the District upon request. The University shall provide certificate of insurance for commercial general liability including abuse and molestation coverage and shall name the District, its employees, volunteers and school board members as additional insured.
- d. The employment status of candidates and the responsibility for insurance coverage for candidate activities depends upon the status of the candidates as set forth below:
 - i. Candidates Participating in Unpaid K-12 Educational Field Experience not at Candidate's Place of Employment: If the University's candidates are participating in an unpaid K-12 educational field experience not at his or her place of employment, it is understood that the University's candidates are fulfilling specific requirements for field experiences as part of a degree or credential program requirement, and therefore, the University's candidates do not thereby become employees of the District by virtue of their field experience. The University shall be responsible for providing insurance coverage for such candidates, pursuant to Sections 5.a and 5.b of this agreement.
 - ii. Candidates Participating in Unpaid K-12 Educational Field Experience at Candidate's Place of Employment: If the University's candidates are participating in an unpaid internship or field experience at his or her place of employment, it is understood by that the University and the District shall keep the field experience and work duties of the University's candidates strictly separate. The University shall be responsible for providing insurance coverage for such candidates' field experience pursuant to Section 5.a and 5.b of this agreement. The District shall be responsible for providing insurance coverage for such candidates' activities as a District employee pursuant to Section 5.a and 5.b of this agreement.
 - iii. Candidates Participating in Paid K-12 Educational Field Experience: If the University's candidates are provided with a nominal stipend from the District intended to reimburse them for estimated expenses related to their field experience, the University's candidates do not thereby become employees of the District, and the University shall be responsible for providing insurance coverage for such candidates pursuant to Sections 5.a and 5.b of this agreement; however the District shall be responsible for issuing a Form 1099 reporting the

stipend to the Internal Revenue Service. If, however, the University's candidates are paid by the District for their services, then they become employees of the District, and the District is responsible for all employee obligations and for insuring the activities of such candidates under Section 5.a and 5.b of this agreement.

6. Confidentiality.

- a. All verbal and written information exchanges, as well as proprietary information relating to business practices, procedures or methods of the District or the project shall remain strictly confidential and shall not be disclosed without consent of the District. The University agrees to notify candidates that they are responsible for respecting and maintaining the confidentiality of all information with respect to all students of the District.
- b. The University and the District agree to comply with the Family Educational Rights and Privacy Act (FERPA) of 1974, and all requirements imposed by or pursuant to regulation of the Department of Education to the end that the rights and privacy of the students enrolled in the District and of their parents are not violated or invaded. This assurance is given to obtain access to individual student data for the purpose of using said data to fulfill assignments or contractual obligations with the District. The provisions of the Family Educational Rights and Privacy Act of 1974 include, but are not limited to ensuring that (a) no identification of students or their parent(s)/guardian(s) by persons other than representatives of the University and required persons performing activities mandated by the California Department of Education, California Commission on Teacher Credentialing (i.e. auditors) is permitted; (b) the individual student data will be destroyed when no longer needed for the purpose(s) for which they were obtained; (c) no access to individual student data shall be granted by the University to any other persons, agency, or organization without the written consent of the pupil's parent/guardian, except for sharing with other persons within the District or representatives of the University, so long as those persons have a legitimate interest in the information; (d) the District will not disclose the candidate records of the University's candidates except to University and District officials who have a legitimate need for the information consistent with their official responsibilities.

7. **Non-Discrimination.** The University and the District agree to make no distinction among candidates covered by this agreement on the basis of race, color, religion, national origin, gender, age, disability, or status as a veteran.

8. **Transportation of Students.** Neither the University nor the District will provide transportation for candidates between the University and the District school. Each candidate shall be responsible for his or her transportation.

9. **Scope of Authority.** The District shall exercise exclusive control over the administration, operation, maintenance and management of the District and its schools, and the University's candidates while they are in residence at the District. Subject thereto, the University shall exercise control and supervision over the operation, curriculum, faculty and candidates of the University within the prescribed framework.

10. Indemnification.

- a. The University shall indemnify, save and hold harmless the District, its officers, directors, and employees from and against all obligations, claims and liabilities of any kind under state or federal law (including costs and attorneys fees) that may arise out of negligent acts or omissions of the University, and its officers, directors, candidates and employees during the course and scope of a University candidate's clinical training.
- b. The District shall indemnify, save and hold harmless the University, its officers, directors, and employees from and against all obligations, claims and liabilities of any kind under state or federal law (including costs and attorneys fees) that may arise out of negligent acts or omissions of the District, and its officers, directors, or employees during the course and scope of a University candidate's clinical training.

11. Scope of Work.

TEACHER EDUCATION STUDENT TEACHING

“Student teaching” as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the District (a) holding valid credentials issued by the Commission on Teacher Credentialing, other than emergency or intern credentials, authorizing them to serve as classroom teachers in the schools or classes in which the student teaching is provided and (b) having completed a minimum of three years of successful teaching experience.

The District shall provide teaching experience through student teaching in schools and classes of the district for candidates who are assigned by the University to student teaching in schools or classes of the District. Such student teaching shall be provided in such schools or classes of the District, and under the direct supervision and instruction of such employees of the District, as the District and the University through their duly authorized representatives may agree upon.

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

The University will ensure candidates who participate in student teaching hold a Baccalaureate degree or higher from a regionally accredited institution of higher education and have satisfied the additional requirements of (a) passing the CBEST exam, (b) demonstrating Subject Matter Competence, (c) meeting U.S. Constitution, (d) possessing a valid certificate of clearance, (e) have a negative TB test within 2 years of the end date of the student teaching assignment, and (f) passing applicable Teaching Performance Assessments.

“Full-time student teaching” is an assignment for the regular school day for the full 18-week public school semester, including all duties normally performed by a teacher.

At the secondary level, a full-time assignment is a minimum of four periods of student teaching, one period of planned observation, and one preparation period for eighteen weeks. For this, the University will pay the District for performance by the District of all services required at the rate of two hundred dollars (\$200) for each full-time student teacher.

For special education, a full-time assignment is a full school day in an appropriate mild/moderate or moderate/severe setting for eighteen weeks. For this, the University will pay the District for performance by the District of all services required at the rate of two hundred dollars (\$200) for each full-time student teacher.

At the elementary level a full-time assignment is a full school day for nine weeks in a primary (K-3) classroom and nine weeks in an intermediate (4-6) classroom. For this, the University will pay the District for performance by the District of all services required at a rate of one hundred dollars (\$100) for each full-time student teacher.

An assignment of a candidate of the University to student teaching in schools or classes of the District shall be, at the discretion of the University for approximately one semester and, as much as possible, shall begin on the first day of the District semester and continue through the last day of the District semester.

Within a reasonable time following the close of each assignment, the District shall submit an invoice, in duplicate, to the University for payment, at the rate provided herein, for all student teaching assignments provided by the District under and in accordance with this agreement during said semester.

TEACHER EDUCATION INTERN TEACHING

“Intern teaching” as used herein and elsewhere in this agreement means active participation in a teacher internship program pursuant to California Education Code Section 44450 whereby University candidates may be placed as Intern teachers in District Schools. An Intern candidate is authorized to assume the functions authorized by the appropriate Multiple Subject, Single Subject, or Education Specialist Credential. The Intern candidate’s services meet the instructional needs of the participating district. The Intern candidate does not displace other certificated employees in the participating district, and this agreement meets with the District’s contractual specifications with certificated employees.

The District will assign each Intern candidate a certified mentor/support provider who will be responsible for overseeing and offering support to the intern throughout the internship teaching year(s). The District agrees to provide to the University the name of the mentor/support provider for each term. The certified mentor/support provider must (a) hold a valid corresponding Clear or Life credential, (b) have completed a minimum of three years of successful teaching experience, (c) have EL Authorization if he/she is providing supervision and support to a candidate who does not have EL Authorization.

The District must ensure sufficient resources are provided including the identification of protected time for district provided support providers to work with the Intern candidates within the school day to deliver the appropriate support/mentoring and supervision to the candidate and an evaluation of the site support that is provided.

The University will ensure candidates in the Internship Program hold a Baccalaureate degree or higher from a regionally accredited institution of higher education and have satisfied the additional requirements of (a) passing the CBEST exam, (b) demonstrating Subject Matter Competence, (c) meeting U.S. Constitution, (d) possessing a valid certificate of clearance, (e) have completed the required Pre-service Training, and passing applicable Teaching Performance Assessments.

The University will assign a university supervisor to support the intern who will work cooperatively with the district personnel designated above. The university supervisor will confer with both the site administrator and the mentor/support provider for the intern. The University supervisor will have the following minimum qualifications (a) have current knowledge in the content area of the candidate; (b) have the ability to model best professional practices in teaching learning, scholarship, and service; (c) have knowledge about diverse abilities, cultural, language, ethnic, and gender diversity; and (d) understand the context of public schools and have a thorough grasp of the academic standards, frameworks, and accountability systems that drive the curriculum of public schools.

The District and the University will work in partnership to provide a minimum of 144 hours of support/mentoring and supervision to each Intern candidate each school year. The District will provide approximately 2/3 of the support/mentoring and supervision in the form of content specific coaching; grade level or department meetings; new teacher orientation; coaching from an administrator; co-planning with a special educator or English learner expert to address special needs or English learner students; demonstration lessons or co-teaching activities with a mentor/support provider, coach or supervisor; intern candidate observation of other teachers and classrooms; observing SDAIE/ELD lessons online or in person; editing work-related writing; professional learning communities activities addressing issues in the intern's classroom; OR other support and supervision activities. The University will provide approximately 1/3 of the support/mentoring and supervision in the form of seminars, peer/faculty support; classroom observations and coaching; intern observation of other teachers and classrooms; email, phone, and/or video conferencing support related to observations, problem-solving, planning curriculum, and/or instruction; professional literature/research discussion groups facilitated by appropriately credentialed program faculty; OR other support and supervision activities. The University is responsible for documentation of support/mentoring and supervision.

The District and the University agree to the allocation of additional personnel, time, and resources for individuals who have not yet earned an English learner authorization. The participating district will identify an individual who is immediately available to assist Intern candidates with planning lessons that are appropriately designed and differentiated for ELs, for assessing language needs and progress, and to support language accessible instruction. This individual must have an EL authorization.

The District and the University agree to provide access to those who will be evaluating the performance of the candidate to provide knowledge on the performance of Intern candidates and any areas of needed additional support or supervision.

TEACHER EDUCATION CLEAR/INDUCTION FIELD EXPERIENCE

“Clear/Induction Field Experience” as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching while participating in the General Education Induction Credential Program or Education Specialist Clear Credential Program and holding a Preliminary Teaching Credential.

The University agrees to (1) work with candidates to develop an Individualized Induction Plan (IIP) which identifies field-based goals, accessible materials, and plan for measurement of student progress aligned with CA Standards for the Teaching Profession (CSTPs) related to high priority needs of students served by the Clear/Induction candidate; (2) field-based student assessment, identification and implementation of goals and data collection with opportunities for discussion and input from District support providers; (3) provide opportunities for Clear/Induction candidates to reflect on implementation of goals through interaction with peer teachers, University mentors, and District support providers in structured sessions designed to analyze strengths and set new goals for continuous student improvement; and (4) complete exit Clear/Induction meetings with candidates that review their progress to date, their students’ progress data, sets any needed new instructional goals to add to IIPs to ensure continuous improvement, and provides an occasion for the University mentors to evaluate whether each participating Clear/Induction candidate has met the standards to be recommended for the Professional Clear Teaching Credential.

The District agrees to select support providers in a timely manner and in a coordinated effort with the University from the following District sources: (a) BTSA staff; (b) Intern Program Development staff; (c) on-site teachers with Professional Clear Teaching Credentials; (d) off-site teachers with Professional Clear Teaching Credentials; (e) retired teachers; and (f) program specialists. Support providers will meet the following criteria: (a) minimum of five years experience as a teacher; (b) minimum of two years experience as a support provider; (c) Professional Clear or Life Teaching Credential in appropriate specialty area; (d) documented evidence of formal training as support provider through the District, or willingness to be trained by the University; (e) ability and agreement to provide bi-weekly support to participating Clear/Induction candidates; and (f) employed by the District.

SCHOOL COUNSELING & SCHOOL PSYCHOLOGY FIELD PROGRAM

The District agrees to appoint a staff member as District Representative to administer the District’s responsibilities related to the Program and collaborate with the Coordinator of Field Education for School Counseling and School Psychology in implementing the candidate’s field experience at the District. The District Representative shall be responsible for on-going communication with the University, as well as the designation of District employees to serve as Field Supervisors responsible for direct supervision of assigned candidates. All staff members designated as Field Supervisors shall meet the CCTC criteria for supervising students. In the absence of the Field Supervisor so designated, suitable alternate persons will be designated and available.

The District Representative and Field Supervisors shall be granted with sufficient time to supervise, plan and implement the field experience including, when feasible, time to attend relevant meetings and conferences.

The District shall (a) support continuing education and professional growth and development of those staff members of the District responsible for supervision of assigned candidates; (b) provide the physical facilities and equipment necessary to conduct the field experience; (c) provide assigned candidates, whenever possible, with the use of library facilities, reasonable study and storage space; (d) make available to the University a written description of the planned educational program (including objectives) to be followed during field experience; (e) advise the University of any changes in its personnel, operations or policies which may affect the field experience; (f) permit inspection by the University of the facilities, services available for learning experiences, candidate records, and other items pertaining to the field experience; (g) determine the number of candidates which the District can accommodate during a given period of time and accept only the number of students which the District can accommodate; and (h) provide access to the University and its candidates the applicable District rules and regulations with which they are expected to comply.

The District shall evaluate the performance of assigned candidates on a regular basis using the evaluation form supplied by the University or one that is regularly used by the District. The completed evaluation will be forwarded to the University promptly upon conclusion of each candidate's field experience. Notice will be provided to the University, as soon as practical and at least by mid-term of a candidate's field experience, of any serious deficiency noted in the ability of the candidate to progress toward achievement of the stated objectives of the field experience. The District shall otherwise have the right to terminate any candidate whose health of performance is a detriment to any patient's well-being or to achievement of the stated objectives of the candidate's field experience. Prior to such termination, the District shall notify the University's Coordinator of Field Education.

The University agrees to appoint a staff member as Coordinator of Field Education to administer the University's responsibilities related to the Program and oversee the candidates' field experience at the District. The Coordinator of Field Education shall be responsible for on-going communication with the District.

The University agrees to assume responsibility for assuring compliance with applicable educational standards established by the California Commission on Teacher Credentialing (CCTC), Council for the Accreditation of Educator Preparation (CAEP), and National Association of School Psychologists (NASP).

The University agrees to notify the District, at a time mutually agreed upon, of its planned schedule of candidate assignments, including each candidate's name, level of academic preparation, and length and date of the field experiences. The university shall refer to the District only those candidates who have satisfactorily completed the prerequisite didactic portion of the curriculum.

The University agrees to advise assigned candidates regarding appropriate health and professional liability insurance. All candidates will be covered by the University's group professional liability insurance as required by the terms of this agreement.

The University agrees to orient the candidates to the District's requirements for acceptance, and to have assigned candidates provide, prior to commencement of their field assignments, any of the following information as may be required by the District to determine whether the candidates meet the District's

requirements for field program participants: (i) health screening information, such as copies of any reports of physical examinations, immunizations, or medical tests; and (ii) background checks, such as a criminal background check, confirmation that the candidate is not a sexual offender or listed in any child abuse registry, or confirmation that the candidate is not on an OIG or GSA exclusion list; and (iii) drug screening.

The University agrees to require assigned candidates to comply with existing pertinent rules and regulations of the District and all reasonable directions given by qualified District personnel during periods of field assignment and while on District premises.

The University agrees to supply the District with appropriate forms to be used in evaluating the performance of the assigned students or to accept the forms regularly used by the District.

The University and the District agree to establish the educational objectives for the Program, devise methods for their implementation, and continually evaluate the Program to determine its effectiveness.

SCHOOL COUNSELING & SCHOOL PSYCHOLOGY INTERN

The Intern School Counselor or School Psychologist is authorized to assume the functions that are authorized by the Pupil Personnel Services School Counseling or School Psychology Internship Credential.

The University shall ensure candidates in the Internship Program hold a Baccalaureate degree or higher from a regionally accredited institution of higher education and have satisfied the additional requirement of passing the CBEST exam.

The University shall provide a supervisor to work cooperatively with the Intern School Counselor or School Psychologist and site supervisor.

The District shall authorize an appropriately credentialed School Counselor or School Psychologist to supervise the Intern School Counselor or School Psychologist.

The District shall ensure no Intern School Counselor or School Psychologist will have his/her salary reduced by more than one-eighth of the total contracted pay to cover costs of site supervision. The salary of the Intern School Counselor or School Psychologist shall not be less than the minimum base salary paid regularly certificated personnel in similar positions.

The District agrees that the Intern School Counselor or School Psychologist will remain an employee of the District for the term of the issued Internship Credential or completion of the program, whichever occurs first.

The District shall ensure that the Intern School Counselor or School Psychologist does not displace other certificated Pupil Personnel Services employees in the District.

ADMINISTRATIVE SERVICES PRELIMINARY FIELD EXPERIENCE

The Administrative Services Preliminary Credential Program can more successfully prepare candidates for leadership roles when there is active collaboration between Districts and the University. To

that end, this agreement seeks to ensure that candidates receive adequate guidance, mentoring, and assistance from the candidate's mentor as well as from the university fieldwork supervisor and course instructors, aligned with the standards of the California Commission for Teacher Credentialing.

The District agrees to select a site for the candidate that is conducive to learning the skills of educational and instructional leadership and designate a certified administrator at the candidate's site who has successful leadership experience as a mentor to provide support and counseling to the candidate and to evaluate the candidate's performance in collaborative efforts with the university supervisor. The selected site shall provide opportunities for the candidate to experience responsibilities that are closely related to the job performance requirements of administrators. The designated certified administrator providing supervision shall review and provide input into the Administrative Services Preliminary Credential Program fieldwork materials, activities, assessments, and procedures; complete any and all fieldwork assessments of the candidate in a timely manner; meet with the university fieldwork supervisor as needed to discuss the candidate's progress and professional development needs; and participate in the assessment of the candidate's performance on an ongoing basis.

The University agrees to provide a university fieldwork supervisor that will periodically visit the site or be available via technological means for the candidate, and/or the designated certified administrator to discuss pertinent issues and progress towards established performance expectations. The University agrees to provide guidance to the candidate including conducting seminars related to the fieldwork experience and expectations to complete all fieldwork requirements.

ADMINISTRATIVE SERVICES INTERN

The Intern administrator is authorized to assume the functions that are authorized by the Administrative Services Internship Credential.

The University shall ensure candidates in the Internship Program hold a Baccalaureate degree or higher from a regionally accredited institution of higher education and have satisfied the additional requirements of (a) holding an appropriate clear or life teaching or services prerequisite credential, (b) passing the CBEST exam, and (c) have five years of successful teaching or appropriate service experience.

The University shall provide a supervisor to work cooperatively with the Intern administrator and site supervisor.

The District shall authorize an on-site administrator to supervise the Intern administrator.

The District shall ensure no Intern administrator will have his/her salary reduced by more than one-eighth of the total contracted administrative pay to cover costs of site supervision. The salary of the Intern administrator shall not be less than the minimum base salary paid regularly certificated administrative personnel in similar positions.

The District agrees that the Intern administrator will remain a management employee of the District for the term of the issued Internship Credential or completion of the program, whichever occurs first.

The District shall ensure that the Intern administrator does not displace other certificated administrative employees in the District.

ADMINISTRATIVE SERVICES CLEAR FIELD EXPERIENCE

The Administrative Services Credential Program can more successfully prepare candidates for leadership roles when there is active collaboration between Districts and the University. To that end, this agreement seeks to ensure that candidates receive adequate guidance, mentoring, and assistance from the candidate’s mentor as well as from the university fieldwork supervisor, aligned with the standards of the California Commission for Teacher Credentialing.

The District agrees to designate a certified administrator at the candidate’s site who has successful leadership experience as a mentor to provide support and counseling to the candidate and to evaluate the candidate’s performance in collaborative efforts with the university supervisor. The designated certified administrator providing supervision shall review and provide input into the Clear Administrative Services Credential Program fieldwork materials, activities, assessments, and procedures; complete any and all fieldwork assessments of the candidate in a timely manner; meet with the university fieldwork supervisor as needed to discuss the candidate’s progress and professional development needs; and participate in the assessment of the candidate’s performance on an ongoing basis.

The University agrees to provide a university fieldwork supervisor that will periodically visit the site or be available via technological means for the candidate, and/or the designated certified administrator to discuss pertinent issues and progress towards established performance expectations. The University agrees to provide guidance to the candidate including conducting seminars related to the fieldwork experience and expectations to complete all fieldwork requirements.

The following signatures hereby indicate approval of this agreement:

Azusa Pacific University

Oxnard School District



By _____

By _____

Rebekah Harris,
Director of Credentials and Student Placements
Date 1/9/2015

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

Azusa Pacific University
School of Education
P.O. Box 7000
Azusa, CA 91702



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/25/2014

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

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

| PRODUCER 1-818-539-2300 Arthur J. Gallagher & Co. Insurance Brokers of California, Inc. License #0726293 505 North Brand Boulevard, Suite 600 Glendale, CA 91203-3944 Jason Westfall | CONTACT NAME: Jason Westfall PHONE (A/C. No. Ext): 818-539-1286 FAX (A/C. No): 818-539-1586 E-MAIL ADDRESS: jason_westfall@ajg.com | | | | | | | | | | | | | | | | | | | | | |
|---|--|-------------------------------|--|--------|------------|------------------------------|-------|------------|--|--|------------|--|--|------------|--|--|------------|--|--|------------|--|--|
| INSURED Azusa Pacific University Attn: Brian Gleason, Risk Manager PO Box 7000 901 E Alosta Ave Azusa, CA 91702-7000 | <table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>UNITED EDUCATORS INS RRG INC</td> <td>10020</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | | NAIC # | INSURER A: | UNITED EDUCATORS INS RRG INC | 10020 | INSURER B: | | | INSURER C: | | | INSURER D: | | | INSURER E: | | | INSURER F: | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # | | | | | | | | | | | | | | | | | | | | |
| INSURER A: | UNITED EDUCATORS INS RRG INC | 10020 | | | | | | | | | | | | | | | | | | | | |
| INSURER B: | | | | | | | | | | | | | | | | | | | | | | |
| INSURER C: | | | | | | | | | | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | | | | | | | | |

COVERAGES

CERTIFICATE NUMBER: 41583975

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 <input checked="" type="checkbox"/> \$0 Deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | CGL201400154700 | 03/31/14 | 03/31/15 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ Included \$ |
| | AUTOMOBILE LIABILITY <input 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 | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | | | | <input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | Professional Liability | | | LPD201400154700 | 03/31/14 | 03/31/15 | Each Claim 1,000,000 Aggregate 3,000,000 |

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

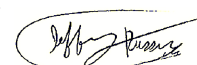
RE: Student Clinical Location

Oxnard School District, its officers, agents, employees and/or volunteers are included as additional insureds for general liability coverage as required by virtue of a written contract or agreement and to the extent insurable as respects the operations of the named insured. The insurance afforded by these policies is primary and any other insurance available to the additional insured is non-contributory.

Abuse and Molestation included in CGL policy limit.

Subject to all policy terms and conditions.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|---|--|
| Oxnard School District Attn: Risk Management 1051 South A Street Oxnard, CA 93030 USA | 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  |
|---|--|

© 1988-2010 ACORD CORPORATION. All rights reserved.

ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

jasonwest

41583975

**OTHER INSURANCE
(Blanket Contractual Exception)**

In consideration of the premium charged and subject to all other provisions of this Policy, **we** agree with the **Educational Organization** that Paragraph 25. of this Policy is amended to read:

25. This Policy is a primary Policy of insurance. However, this Policy shall be excess over any other valid and collectable primary insurance that applies to an **Occurrence** covered by this Policy, including such insurance naming the **Insured** as an "additional insured" and, with respect to the limited coverage provided by paragraphs 10.e.(1) and 10.m.(1)(b), any domestic or foreign **Automobile** liability insurance policy, and nothing in this Policy shall be construed to require this Policy to contribute with, or subject this Policy to the terms, conditions or limits of, such other insurance.

In addition, this Policy shall always be excess over any other insurance that names any **Insured** as an "additional insured:"

- a. if such insurance is also written on an excess basis, **we** agree with the **Insured** that this Policy is excess over such insurance; and,
- b. **we** shall not share in paying **Loss** with that other insurance on any basis including but not limited to the ratio of the **Limit of Liability** of this Policy and the limit of liability of the policy providing "additional insured" coverage.

Exception: If, pursuant to Paragraph d. of the Definition of **Insured**, the **Educational Organization** has agreed by contract, and only to the extent of such contractual obligation, **we** agree that this Policy shall be a primary policy, and any insurance maintained by such **Insured** will be excess of this Policy and shall not be called upon to contribute with it.

All other Policy provisions remain the same.


Authorized Representative

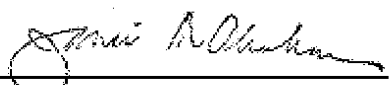
ADDITIONAL INSURED ENDORSEMENT

In consideration of the premium charged, **we** agree with the **Educational Organization** that, subject always to all other provisions of this Policy,

Oxnard School District, its officers, agents, employees, and/or volunteers

is an additional **Insured** but only with respect to **Occurrences** arising out of operations and functions for or on behalf of an **Included Entity**.

All other Policy provisions remain the same.



Authorized Representative



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/23/2014

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

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

| | | |
|---|--|------------------------|
| PRODUCER Church & Casualty Ins Agency Inc 3440 Irvine Ave Newport Beach CA 92660 | CONTACT NAME: Krista MacLean PHONE (A/C No. Ext): (800)995-7525 FAX (A/C, No): (800)995-7521 E-MAIL ADDRESS: krista@churchandcasualty.com | |
| | INSURER(S) AFFORDING COVERAGE INSURER A: Church Mutual Insurance Co | NAIC # 18767 |
| INSURED Azusa Pacific University and Los Angeles 901 E Alosta Ave PO Box 7000 Attn: Brian Gleason Risk Manager Azusa CA 91702-2701 | INSURER B : INSURER C : INSURER D : INSURER E : INSURER F : | |

COVERAGES **CERTIFICATE NUMBER:** CL1492310331 **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 |
|----------|--|-----------|----------|-------------------|-------------------------|-------------------------|---|
| | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ |
| | AUTOMOBILE LIABILITY <input 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 | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | 0256061-07-718506 | 9/28/2014 | 9/28/2015 | <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)
Evidence of insurance for Workers Compensation.

RE: Student Clinical Location

| | |
|---|---|
| CERTIFICATE HOLDER Oxnard School District Attn: Risk Management 1051 South A Street Oxnard, CA 93030 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Krista MacLean/LUCY |
|---|---|

BOARD AGENDA ITEM

Name of Contributor(s): Dr. Jesus Vaca

Date of Meeting: 1/21/15

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

Approval of Agreement #14-186 – University of La Verne (Vaca/Plaza)

This agreement between Oxnard School District and the University of La Verne will provide fieldwork experiences to students enrolled in initial teaching and services credential undergraduate and graduate programs, liberal arts and child development programs, multiple and single subject teacher education program, educational specialist program, school counseling program, school psychology program, and administrative services program curricula. The partnership will deliver services in support of the programs that meet the regulations and standards of the California Commission on Teacher Credentialing (CCTC) and the National Council of Accreditation for Teacher Education (NCATE).

FISCAL IMPACT:

None

RECOMMENDATION:

It is recommended by the Assistant Superintendent, Human Resources & Support Services, and the Director, Certificated Human Resources & Public Relations, that the Board of Trustees approve Agreement #14-186 with the University of La Verne.

ADDITIONAL MATERIAL(S):

Attached: Agreement #14-186, University of La Verne (19 Pages)
Certificate of Insurance (4 Pages)

**University of La Verne
College of Education and Organizational Leadership
University/District Fieldwork Agreement #14-186**

Undergraduate Level Programs

**Liberal Studies
Child Development**

Graduate Level Programs

**Multiple Subject and Single Subject Credential Candidates
Multiple and Single Subjects Intern Credential Candidates
Educational Specialist: Mild/Moderate Preliminary Credential
Candidates
Educational Specialist: Mild/Moderate Preliminary Intern
Credential Candidates
School Counseling Credential Candidates
School Counseling Intern Credential Candidates
School Psychology Credential Candidates
School Psychology Intern Credential Candidates
Administrative Services Credential Candidates
Administrative Services Intern Credential Candidates**

THIS AGREEMENT entered into this 21st day of January 2015 with **Oxnard School District** by and between the University of La Verne through the Provost of the University of La Verne on behalf of the Board of Trustees hereinafter called the University and, hereafter called the District, referred to in the collective as the Parties.

WITNESSETH

WHEREAS, the University is accredited by the California Commission on Teacher Credentialing (CCTC) and the National Council of Accreditation for Teacher Education (NCATE) as a credential granting institution and desires to provide fieldwork experiences through directed teaching, practicum experiences and/or fieldwork experiences to its students enrolled in the University's undergraduate programs: Liberal Studies and Child Development programs and graduate programs: Multiple and Single Subject Teacher Education program,

Educational Specialist program, School Counseling program, School Psychology program, and Administrative Services program curricula; and

WHEREAS, District agrees to allow University's students to gain the necessary fieldwork, practicum, and teaching, counseling, psychology, and administrative services experiences by interacting with and observing, assessing/assessment of students and teachers, counselors, psychologists, and administrators and teaching classes and working with students at its schools; and

WHEREAS, the Parties agree to provide for the payment in money for multiple and single subject candidates and educational specialist candidates or in services for school counseling, school psychology, administrative services, and the liberal studies and child development undergraduate programs, for the services rendered by the District of an amount not to exceed the actual cost to the District of the services rendered; and

WHEREAS, it has been determined between the Parties hereto that the payments for multiple and single subject candidates and educational specialist candidates be made to the District under this agreement do not exceed the actual cost of the District of the services rendered by the District and that there is an understanding that the University does not provide stipends to the District for the school counseling, school psychology, administrative services, and the liberal studies and child development programs;

NOW, THEREFORE, it is mutually agreed between the Parties hereto as follows:

1. The District shall provide experiences through multiple and single subject and educational specialist fieldwork and directed teaching, school counseling, school psychology, and administrative services practicum experiences and fieldwork, and fieldwork experiences in liberal studies, and fieldwork and supervised teaching experiences in child development in schools and classes of the District for students of the University qualified for such assignments and assigned by the University to multiple and single subject and educational specialist candidates fieldwork and directed teaching, school counseling, school psychology, and administrative services practicum experiences, and/or fieldwork, and field work in the liberal studies program, and fieldwork and supervised teaching in child development in schools or classes of the District, and under the direct supervision and instruction of such credentialed employees of the District, as the district and the University, through their duly authorized representatives, may agree upon.

Directed teaching for multiple and single subject credential candidates shall be deemed to include all supervised student teaching in the University's two supervised teaching courses,

Educational Specialist Level I: Mild/Moderate credential candidates complete a minimum of 40 hours in a general education classroom setting and a ten-week supervised teaching experience over a fifteen-week semester in SPED 409: Supervised teaching in the fall and spring semesters.

School Counseling and School Psychology programs require practicum experiences and fieldwork experiences that must be completed under the supervision of a credentialed District employee to meet the required number of practicum hours. Administrative Services program requires fieldwork experiences only.

At the undergraduate level, fieldwork experiences are required for the Liberal Studies program and the Child Development program.

The Child Development program also requires a supervised teaching experience in EDUC 454: Early Childhood Student Teaching.

Fieldwork experiences are completed as part of the curricula requirements in both the undergraduate level for the bachelor's degree requirements and the graduate level credential programs. These fieldwork experiences are hourly based and require the undergraduate candidates and graduate credential candidates to complete the requirements in appropriate districts and school classes.

Intern Programs

The University of La Verne College of Education and Organizational Leadership offers Internship Programs in Multiple and Single Subject Teaching, Educational Specialist Mild/Moderte Level I, School Counseling, School Psychology, and Administrative Services for qualified students. These internship programs provide a process whereby selected, qualified individuals may be employed as multiple and single subject teachers, education specialist teachers, counselors, psychologists, and school administrators in participating public schools and concurrently meet the University of La Verne's requirements in professional education. These internship requirements are consistent with the current multiple and single subject teaching, educational specialist teaching, counseling, psychology, and administrative services credential programs.

Under this contract, the District shall provide intern experiences for multiple and single subject credential program, educational specialist program, school counseling program, school psychology program, and the administrative services program.

Full explanation of the University's undergraduate and graduate programs can be found in: **Exhibit A**

Intern Programs Eligibility can be found in: **Exhibit B**

Intern Programs Agreement can be found in: **Exhibit C**

Prior to any University student entering a District or school-site to complete fieldwork, practicum, or supervised teaching, he/she must have TB clearance and be cleared by the state with either a Certificate of Clearance or other form of DOJ clearance.

The District may, in its sole discretion, refuse to accept for directed teaching, practicum, or fieldwork, any student of the University assigned in the district. Upon request of the District, the University shall terminate the directed teaching, practicum, or fieldwork assignment of any student of the University in the District.

Multiple and single subject and educational specialist and liberal studies and child development directed teaching and fieldwork students, and students completing practicum and fieldwork experiences in school counseling, school psychology, and administrative services programs as used herein and elsewhere in this agreement mean active participation in the duties and function of classroom teaching, school counseling, school psychology, and administrative services practicum, and fieldwork experiences under the direct supervision and instruction of employees of the District holding a valid credential, with a minimum of three years of exemplary experience as a classroom teacher, school counselor, school psychologist, or site administrator, issued by the California Commission on Teacher Credentialing.

2. In the multiple and single subject and educational specialist programs, the University will pay the District directly for the performance by the District of all services required to be performed by the District under this agreement. There is no payment provision for the University's fieldwork assignments that must be completed in the University's coursework or for the school counseling, school psychology, and administrative services programs or the undergraduate programs, liberal studies and child development.

The number of semester units of directed teaching or fieldwork to be provided for each student of the University assigned to directed teaching, practicum, or fieldwork under this agreement shall be determined by the University.

3. An assignment of a student of the University to directed teaching, practicum, or fieldwork in schools or classes of the District shall be at the

discretion of the University. A student may be given more than one assignment by the University for placement in directed teaching, practicum or fieldwork experiences in such schools or classes. The assignment of a student of the University to directed teaching, practicum, or fieldwork in the District shall be deemed to be effective for the purposes of this Agreement as of the date the student presents to the proper authorities of the District the assignment letter or other document given him/her by the University effecting such assignments, but not earlier than the date of such assignments as shown on such letter or other document.

In the event the assignment of a multiple subject, single subject, or educational specialist student of the University to directed teaching, practicum or fieldwork is terminated by the University or the District for any reason, the District shall receive payment on account of such student as though there had been no termination of the assignment, except that if such assignment is terminated before half the term of the assignment is completed, the District shall receive payment for an assignment for one-half services only. There is no payment for students in the school counseling, school psychology, administrative services, or liberal studies and child development programs.

4. Within a reasonable time following the close of each semester of the University the District shall submit an invoice, in duplicate, to the University for payment at the rate provided herein, for all students who participated in directed teaching in the multiple and single subject programs and the education specialist program provided by the District under and in accordance with this Agreement during said semester or term.

The District shall attach to the invoice a certificate, in duplicate, executed by a duly authorized representative of the District certifying that the District expended or became obligated to expend in providing such directed teaching an amount not less than the amount of the invoice.

2042 Multiple and Single Subject Credential Program Educational Specialist Credential Program

ED 468: Introductory Supervised Teaching - \$100.00 per student teaching assignment for each student in full-day introductory directed teaching.

ED 478 and SPED 409: Advanced Supervised Teaching - \$200.00 per student teaching assignment for each student in full-day directed teaching.

ED 467: Intern Teaching: Multiple and Single Subjects and SPED 459: Intern Teaching Educational Specialist school-site support providers receive a stipend of \$400 for each semester they have an intern.

Child Development: Liberal Studies: School Counseling: School Psychology: Administrative Services

The university does not pay a stipend to school-site supervisors for these programs.

5. The term of the agreement shall commence on the **22nd day of January 2015**. This agreement may be terminated by either District or University immediately for cause upon giving written notice to the other party. If not terminated, this contract will remain in effect until either the District or the University requests to alter the existing contract or write a new contract.
6. Notwithstanding anything herein contained to the contrary, this Agreement may be terminated and the provisions of this agreement may be altered, changed, or amended, by mutual written consent of both parties hereto.
7. Notwithstanding any other provisions of this agreement, the University shall not be obligated by this agreement to pay the District any amount in excess of a total of Two Hundred (\$200.00) for ED 478 and SPED 409 or One Hundred (\$100.00) per student for ED 468, or Four Hundred (\$400) per student for ED 467 and SPED 459.
8. Parties agree District is not responsible for maintaining workers' compensation coverage for students of the University.

INDEMNIFICATION: The parties hereto, and each of them, do hereby mutually agree to indemnify, defend, save and hold harmless each other, and their respective officers, agents, servants and employees, of and from any and all liability, claims, demands, debts, suits, actions and causes of action, including wrongful death and reasonable attorneys fees for the defense thereof, arising out of or in any manner connected with the performance of any act or deed under or pursuant to the terms and provisions of this agreement by such indemnifying party, or its officers, agents, servants and employees, but only in proportion to and to the extent such liability, claims demands, debts, suits, actions, causes of action, or attorneys fees are caused by or result from the negligent or intentional acts of omissions of either party.

UNIVERSITY shall carry and maintain at least \$1,000,000 per occurrence and \$5,000,000 in General Aggregate commercial general liability insurance including Workers Compensation of at least \$1,000,000 per occurrence, Automobile Liability of at least \$1,000,000 and Abuse and Molestation of at least \$1,000, 000 per occurrence and provide DISTRICT with an additional covered party endorsement naming the DISTRICT as an additional covered party. Copies of

renewal notices during the term of this contract must be provided to the DISTRICT within thirty (30) days to keep the contract in force. If the UNIVERSITY changes insurance carriers, DISTRICT must be notified thirty (30) days prior to change.

For purposes of this paragraph, the student teacher shall not be deemed to be an officer, agent, servant, or employee of **UNIVERSITY OF LA VERNE** or **OXNARD SCHOOL DISTRICT**.

The following signature hereby indicates approval of this contract:

University of La Verne
UNIVERSITY

Oxnard School District
District

By _____

By _____

Dr. Jonathan Reed
Provost

Lisa A. Franz, Director, Purchasing
TITLE

CERTIFICATION

I, the duly appointed and acting Secretary to the Governing Board of the School District listed below, do hereby certify that the following is a true and exact copy of a portion of the Minutes of the regular meeting of said Board held on _____, 2015.

It was moved, seconded and carried that the attached contract with **Oxnard School District** whereby the University may assign students to the schools in the School District for multiple and single subject and educational specialist internship, directed teaching and/or fieldwork, school counseling and school psychology internship, practicum and/or fieldwork, and administrative services internship and fieldwork be approved; and the Secretary to the Board is hereby authorized to execute the same.

DISTRICT

COUNTY

BY

TITLE

EXHIBIT A

Program Descriptions

Fieldwork Experiences

The University of La Verne requires fieldwork experiences for students at both the undergraduate and graduate levels.

UNDERGRADUATE LEVEL PROGRAMS

Liberal Studies Program Child Development Program

Fieldwork Experiences

At the undergraduate level, the University seeks to place students in fieldwork experiences where each student can observe and interact with regularly certified or credentialed teachers.

These fieldwork experiences may or may not be observed by the University's instructors and may involve observations and small group instruction with limited whole class involvement.

These fieldwork experiences are totally different from the fieldwork experiences required for the graduate programs. These experiences are not graduate level supervised teaching assignments and undergraduate students do not have to meet the same requirements as the graduate students.

Each undergraduate student must hold a State of California Certificate of Clearance (Liberal Studies) or State of California Department of Justice Bureau of Criminal Information and Analysis (Child Development Program) allowing him/her to engage with children in a public or private school setting and a verification of negative TB screening.

Each undergraduate candidate will be issued a letter of introduction listing the requirements of the fieldwork experience to be presented to the school-site and/or the District to request fieldwork placement.

These undergraduate experiences are designated as "Field Study Candidates."

At the undergraduate level, the University seeks to place two classifications of field- work students: 1) Field Study Candidates and 2) Undergraduate Student Teaching Candidates.

Field Study Candidates

Field Study Candidates can observe and interact with regularly certified or credentialed teachers. At this level, students may or may not be supervised by the University's instructors and the experience may involve observations and small group instruction with limited whole class involvement.

Undergraduate Student Teaching Candidates

Undergraduate Student Teaching is a requirement of the Child Development Program. Requirements for this program are completely different from the supervised teaching assignments that must be completed at the graduate and credential level. At this level, students are supervised by the University on a weekly basis. The University works solely with the cooperating school or school district to request placement with a certified or credentialed school-site supervisor for each supervised student teacher.

GRADUATE LEVEL PROGRAMS

Teacher Education: Multiple and Single Subject Credential Program
Educational Specialist Credential Program
School Counseling Credential Program
School Psychology Credential Program
School Administration Credentials Program
Level I Administrative Credential Program
Level II Administrative Credential Program

Graduate level students are placed in participating districts and schools for the purpose of meeting individual course work requirements for field experiences relating to the individual course or for supervised teaching or practicum experiences.

Supervised teaching is a requirement of the Teacher Education and Educational Specialist Credential programs.

Practicum and fieldwork experiences are requirements of the School Counseling and School Psychology programs.

The Administrative Credential program requires fieldwork experiences only.

TEACHER EDUCATION: MULTIPLE AND SINGLE SUBJECT CREDENTIAL PROGRAMS

Fieldwork Requirements

Teacher education programs require fieldwork experiences in classrooms that are not supervised by the University, but are approved by the course instructor, and the placements must be approved by the individual school-sites and districts. Each individual candidate will arrange cooperatively with the school-site administrator and/or the district for his/her own fieldwork placement and will present a letter of introduction from the course instructor, in which the fieldwork experience is required, outlining the requirements for the fieldwork assignment.

Each candidate seeking a fieldwork placement holds a Certificate of Clearance and a clear TB verification, has passed, or is completing, the University's writing requirement, and has passed or is completing the CBEST and CSET requirements.

Supervised Teaching

Teacher Education supervised teaching assignments are set up by the University with the cooperating partner districts and are supervised by the University's supervisors on a weekly schedule.

The University works solely with the cooperating partner school districts to request placements for supervised teaching. Candidates are never permitted to seek to placement for themselves.

Placement requests for multiple subject candidates are any two assignments either K-2: 3-5: or 6-8 core middle school.

Placement requirements for single subject candidates are grades 7-12 in the credential area. Students may be placed in a middle school/junior high school assignment for one of the supervised teaching assignments or they can complete the two assignments in a comprehensive high school.

ED 468: Introductory Supervised Teaching: five-week supervised teaching experience.

ED 478: Advanced Supervised Teaching: ten-week supervised teaching experience.

Either the District or the University may remove the supervised teaching candidate for unsatisfactory performance.

Intern Teaching: Multiple and Single Subject

Intern teacher candidates have been accepted into the University of La Verne's Intern Program having successfully completed the pre-requisite requirements.

Completed: ED 460: Diversity, Interaction, and the Learning Process
ED 470: Theories and methods of Education for Linguistically Diverse Students

Passed: CBEST: CSET or subject matter competency: University's writing requirement

Verified: Certificate of Clearance: TB clearance: U.S. Constitution

The maximum amount of time for a candidate to remain as an intern is two years.

University of La Verne's interns are supervised on a weekly basis by the University supervisor and by a qualified District employee until the intern has completed all of the state and University's credential requirements. The school-site support provider must be teaching at the same school-site within the same subject area as the intern, and must hold the appropriate credential, has taught in the subject area for a minimum of three years, is EL proficient, and would be an exemplary teacher who can successfully mentor and monitor the supervised teacher.

Either the District or the University may remove the intern candidate for unsatisfactory performance.

EDUCATION SPECIALIST CREDENTIAL PROGRAM

Fieldwork Requirements

Education Specialist Credential program requires fieldwork experiences in appropriate special education classrooms, or mainstreamed classrooms, or included classrooms, that are not supervised by the university, but are approved by the course instructor and the placements must be approved by the individual school-sites and districts.

Each individual candidate will arrange cooperatively with the school-site administrator and/or the District for his/her own fieldwork placement and will present a letter of introduction from the course instructor, in which the fieldwork experience is required, outlining the requirements for the fieldwork assignment.

Each candidate seeking a fieldwork placement holds a Certificate of Clearance and a clear TB verification, has passed, or is completing, the University's writing requirement, and has passed or is completing the CBEST and CSET requirements.

Supervised Teaching

Education Specialist supervised teaching assignments are set up by the university with the cooperating partner districts and are supervised by the university's supervisors every two weeks.

The university works solely with the cooperating partner school Districts to request placements for supervised teaching. Candidates are never permitted to seek to place themselves.

Placement assignment requests are for RSP, SDC classrooms, an included classroom, or a mainstream classroom.

SPED 409: Education specialist Mild-Moderate Supervised Teaching: ten-week supervised teaching experience.

Either the District or the University may remove the supervised teaching candidate for unsatisfactory performance.

Intern Teaching: Education Specialist Credential Program

Intern special education teacher candidates have been accepted into the University of La Verne's Intern Program having successfully completed the pre-requisite requirements.

The maximum amount of time for a candidate to remain as an intern is two years. University of La Verne's educational specialist interns are supervised on a bi-weekly basis until they have completed all of the state and university's credential requirements.

Either the District or the University may remove the intern candidate for unsatisfactory performance.

PRACTICUM REQUIREMENTS

SCHOOL COUNSELING CREDENTIAL PROGRAM

School Counseling unsupervised fieldwork assignments and supervised practicum assignments are arranged by the University with the cooperating Districts. Supervised practicum assignments are supervised by the University on a regularly scheduled calendar.

All School Counseling candidates hold a Certificate of Clearance and a clear TB verification.

Graduate Level School Counselor Trainee

Graduate Level School Counselor Trainees are University recommended master's degree candidates who have been approved to engage in unpaid educational observation or service for the purpose of gaining professional experience under the supervision of an appropriately trained or credentialed professional of the district. Arrangements for this experience will be made cooperatively between the counselor trainee and the principal of the participating school.

School Counseling Fieldwork Candidate

School Counseling Fieldwork candidates are University recommended master's degree candidates who have been approved to engage in unpaid counseling experiences under the supervision of a fully credentialed school counselor from the district and a University supervisor. Assignment of a University candidate to placement in a district school shall be at the discretion of the University working cooperatively with the District. The school-site supervisor and the school counseling fieldwork candidate will decide on the number of hours to be completed at the site in fulfillment of the requirements of the California Commission on Teacher Credentialing and the American School Counselor Association standards. This information will be noted in writing prior to beginning the fieldwork experience. The University reserves the right to issue or deny the PPS credential at the end of the fieldwork experience. Either the District or the University may remove the school counseling candidate for unsatisfactory performance.

School Counseling Intern

School counseling interns are University recommended master's degree candidates who possess a Pupil Personnel Service (PPS) Internship Credential. School counseling interns have been approved to engage in paid counseling services under the supervision of a fully credentialed school counselor from the district and a university supervisor. The district supervisor and the school counseling fieldwork candidate will decide on the number of hours to be completed at the site in fulfillment of the requirements of the California Commission on Teacher Credentialing. This information will be noted in writing prior to beginning the internship. The University reserves the right to issue or deny the PPS credential at the end of the internship experience. Either the District or the University may remove the school counseling intern for unsatisfactory performance.

SCHOOL PSYCHOLOGY CREDENTIAL PROGRAM

School Psychology Practicum Trainees

School Psychology Practicum Trainees are candidates recommended by the University possessing a Certificate of Clearance or other appropriate certificate who have been approved to participate in unpaid school psychology experiences, that occur prior to the field experience. These experiences are conducted in laboratory field-based settings under the supervision of a credentialed school psychologist, with three years full-time experience, and a University supervisor. The District supervisor or the on-site supervisor and the school psychology practicum trainee will decide how the 450 prescribed clock hours (spread over two years) will be accomplished in fulfillment of the National Association of School Psychology domains, to be completed at the site. These hours are prescribed by the School Psychology curriculum: the district supervisor is not necessarily involved. This information will be noted in writing, in the Planning Document, prior to beginning the practicum experience. Either the district or the university may remove the school psychology practicum trainee for unsatisfactory performance.

School Psychology Fieldwork Candidates

School Psychology Fieldwork Candidates are candidates recommended by the University possessing a Certificate of Clearance or other appropriate certificate who have been approved to engage in unpaid school psychology experiences under supervision of a credentialed school psychologist, with three years full-time experience, and a University supervisor. An assignment of a candidate of the University to a placement in schools of the District shall be at the discretion of the University, working cooperatively with the District. The District supervisor and the school psychology candidate will decide how the 1,200 fieldwork hours will be accomplished in fulfillment of the National Association of School Psychology domains to be completed at the site. This information will be noted in writing, in the Planning Document, prior to beginning the fieldwork experience. The University reserves the right to issue or deny the Pupil Personnel Service Credential at the end of the fieldwork experience, based on passing the PRAXIS at the University of La Verne required level. Either the District or the University may remove the school psychology candidate for unsatisfactory performance.

School Psychology Interns

School Psychology Interns are candidates recommended by the University, possessing a Certificate of Clearance and an Intern Credential, who have been approved to engage in paid school psychology services under the supervision of a credentialed school psychologist, with three years full-time experience, and a University supervisor. The district supervisor and the school psychology candidate will decide how the 1,200 fieldwork hours will be accomplished, in

fulfillment of the National Association of School Psychology domains, to be completed at the site. This information will be noted in writing, in the Planning Document, prior to beginning the fieldwork experience. The University reserves the right to issue or deny the Pupil Personnel Service Credential at the end of the internship experience. Either the District or the University may remove the school psychology intern for unsatisfactory performance.

ADMINISTRATIVE SERVICES CREDENTIAL PROGRAM

Administrative Services Credentials

The Administrative Services Preliminary and Professional Credential Programs require fieldwork experiences supervised by the University staff at the beginning of the placement. All administrative services placements must be approved by the individual school-sites and Districts prior to starting the program.

Administrative Fieldwork Candidates

Administrative Fieldwork Candidates are candidates recommended by the University, who possess appropriate certification, and have been approved to engage in unpaid administrative services under the supervision of a fully credentialed administrative employee of the district. An assignment of a candidate of the University to a placement in schools of the District shall be at the discretion of the University, working cooperatively with the District. Either the District or the University may remove the administrative fieldwork candidate for unsatisfactory performance.

Administrative Interns

Administrative Interns are candidates recommended by the University, possess an Intern Credential issued by the California Teacher Credentialing Commission, who have been approved to engage in paid administrative duties under the supervision of a fully credentialed employee of the District, and a University supervisor. The University reserves the right to issue or deny the Preliminary Administrative Credential upon completion of the University program. Either the District or the University may remove the administrative Intern for unsatisfactory performance.

Professional Administrative Fieldwork Candidates

Professional Fieldwork Candidates are candidates who hold a valid Preliminary Administrative Credential, have been hired by a District for a full time, paid administrative position, and are under the supervision of a fully credentialed administrative employee of the District and a University supervisor. Recommendation for the Professional Credential shall be at the discretion of the University, working cooperatively with the District.

EXHIBIT B

Intern Credential Program Eligibility

These programs permit the students to become eligible for the intern credential if the student has:

Multiple and Single Subject Intern Eligibility

1. Bachelor's degree
2. Admitted into program and completed the program's prerequisite course requirements
3. Certificate of Clearance
4. TB Clearance
5. Subject matter competence: CSET
6. Passed CBEST
7. Been offered employment as a classroom teacher in the credential subject area.
8. U.S. Constitution
9. Speech

Internship must be completed within two years.

Interns are observed by the University weekly.

Education Specialist Intern Eligibility

1. Bachelor's degree
2. Admitted into program and completed program's prerequisite course requirements
3. Certificate of Clearance
4. TB Clearance
5. Subject matter competence: CSET
6. Passed CBEST
7. Been offered employment as an educational specialist-mild-moderate teacher
8. Complete previous experience in a special education classroom.

Internship must be completed within two years.

Interns are observed by the University bi-weekly.

School Counseling Intern Eligibility

1. Bachelor's degree
2. Admitted into program and completed program's prerequisite course requirements
3. Certificate of Clearance
4. TB Clearance
5. Passed CBEST
6. Letters of recommendation
7. Personal statement
8. Been offered employment as a school counselor

Internship must be completed within two years.

Interns are supervised by the University.

School Psychology Intern Eligibility

1. Bachelor's degree
2. Admitted into program and completed program's prerequisite course requirements
3. Certificate of Clearance
4. TB Clearance
5. Passed CBEST
6. Letters of recommendation
7. Personal statement
8. Been offered employment as a school psychologist

Internship must be completed within two years.

Interns are supervised by the University.

Administrative Services Intern Eligibility

1. Preliminary or clear teaching credential or other appropriate credential
2. Admitted into program and completed program's prerequisite course requirements
3. Minimum three years teaching or other appropriate experience
4. Letters of recommendation
5. Personal statement
6. Been offered employment as a school administrator

Internship must be completed within two years.

Interns are supervised by the University.

EXHIBIT C

INTERNSHIP PROGRAMS AGREEMENT

RESPONSIBILITIES OF PARTICIPATING PUBLIC SCHOOL DISTRICTS

The participating public school district has the following responsibilities:

1. To assist in the screening of interns;
2. To screen and employ qualified interns;
3. To determine the salary of each intern in accordance with district policies;
4. To identify and assign an individual who holds a valid California teaching credential to provide on-site supervision of the internship teacher, counselor, psychologist, administrative services candidate throughout the internship experience
5. To assume appropriate responsibilities for preparing the intern for full credentialing, including advising, supervising, evaluating and recommending the intern for the credential.
6. District shall assign each intern a site supervisor who, along with the University, shall supervise the intern on a regular basis.

EVALUATION

The Multiple and Single Subject Teacher Internship Program, Special Education Level I - Mild/Moderate Internship Program, School Counseling Intern Program, School Psychology Intern Program, and the Administrative Services Intern Program Evaluation Plan will be conducted by the individual Departments of the College of Education and Organizational Leadership of the University in cooperation with approved participating public school districts. The evaluation plan will include the following components:

1. evaluation of candidates prior to admission to the program;
2. continuing evaluation during the period of internship counseling;
3. final evaluation prior to recommendation to CCTC;
4. follow-up of graduates; and
5. evaluation of the program.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/24/2014

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

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

| | | | |
|--|--|--|--|
| PRODUCER 1-818-539-2300 Arthur J. Gallagher & Co. Insurance Brokers of California, Inc. License #0726293 505 North Brand Boulevard, Suite 600 Glendale, CA 91203-3944 Jeff Russell | | CONTACT NAME: Jason Westfall PHONE (A/C, No, Ext): 818-539-1286 FAX (A/C, No): 818-539-1586 E-MAIL ADDRESS: jason_westfall@ajg.com | |
| INSURED University of La Verne 1950 Third Street La Verne, CA 91750 | | INSURER(S) AFFORDING COVERAGE INSURER A: TRAVELERS PROP CAS CO OF AMER NAIC # 25674 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: | |


COVERAGES **CERTIFICATE NUMBER:** 41931517 **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 |
|----------|--|--------------------|---------------|-------------------------|-------------------------|--|
| 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 type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | 630-6C538878 | 07/01/14 | 07/01/15 | 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 \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | BA-6C538878 | 07/01/14 | 07/01/15 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | UB-6E151743 | 07/01/14 | 07/01/15 | <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 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate holder is additional insured for general liability coverage as required by virtue of a contract or agreement and to the extent insurable as respects their interest in the operations of the Named Insured. Abuse and Molestation coverage included in CGL policy limit.

Subject to all policy terms and conditions.

| | |
|---|---|
| CERTIFICATE HOLDER Oxnard School District 1051 South A Street Oxnard, CA 93030 USA | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|---|---|

M. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is an equipment lessor is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.

N. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement;
- b. Is caused, in whole or in part, by your acts or omissions or the acts or omissions of any person or organization acting on your behalf; and
- c. Arises out of your operations or the ownership, maintenance or use of premises you own or rent.

The limits of insurance provided to such insured will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

O. WHO IS AN INSURED – LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS, JOINT VENTURES OR LIMITED LIABILITY COMPANIES

The following replaces the last paragraph of **SECTION II – WHO IS AN INSURED**:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company

that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section II – Who Is An Insured.

P. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

"Occurrence" also means an act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person.

2. The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide:

- (i) "Incidental medical services" by any of your "employees" who is a nurse practitioner, registered nurse, licensed practical nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist, occupational therapist, occupational therapy assistant, physical therapist or speech pathologist; or
- (ii) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following is added to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/08/2014

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

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

| | | | |
|---|--|--|--|
| PRODUCER 1-818-539-2300 Arthur J. Gallagher & Co. Insurance Brokers of California, Inc. License #0726293 505 North Brand Boulevard, Suite 600 Glendale, CA 91203-3944 Jeff Russell | | CONTACT NAME: Jason Westfall PHONE (A/C, No, Ext): 818-539-1286 FAX (A/C, No): 818-539-1586 E-MAIL ADDRESS: jason_westfall@ajg.com | |
| INSURED University of La Verne 1950 Third Street La Verne, CA 91750 | | INSURER(S) AFFORDING COVERAGE INSURER A: TRAVELERS PROP CAS CO OF AMER NAIC # 25674 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: | |

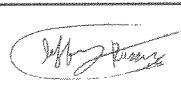
COVERAGES **CERTIFICATE NUMBER: 41800104** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADD'L 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 type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | 630-6C538878 | 07/01/14 | 07/01/15 | 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 \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | BA-6C538878 | 07/01/14 | 07/01/15 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below | | | UB-6E151743 | 07/01/14 | 07/01/15 | <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)
 Certificate holder is additional insured for general liability coverage as required by virtue of a contract or agreement and to the extent insurable as respects their interest in the operations of the Named Insured.

Subject to all policy terms and conditions.

| | |
|---|---|
| CERTIFICATE HOLDER Oxnard School District 1051 South A Street Oxnard, CA 93030 USA | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|---|---|

© 1988-2010 ACORD CORPORATION. All rights reserved.

M. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is an equipment lessor is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.

N. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement;
- b. Is caused, in whole or in part, by your acts or omissions or the acts or omissions of any person or organization acting on your behalf; and
- c. Arises out of your operations or the ownership, maintenance or use of premises you own or rent.

The limits of insurance provided to such insured will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

O. WHO IS AN INSURED – LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS, JOINT VENTURES OR LIMITED LIABILITY COMPANIES

The following replaces the last paragraph of **SECTION II – WHO IS AN INSURED**:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company

that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under **Section II – Who Is An Insured**.

P. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

"Occurrence" also means an act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person.

2. The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide:

- (i) "Incidental medical services" by any of your "employees" who is a nurse practitioner, registered nurse, licensed practical nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist, occupational therapist, occupational therapy assistant, physical therapist or speech pathologist; or
- (ii) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following is added to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or

BOARD AGENDA ITEM

Name of Contributor: Jorge Gutierrez

Date of Meeting: 1/21/15

| | |
|--------------------------------------|---|
| 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 st Reading _____ 2 nd Reading _____ |

Approval of Agreement #14-183 – E.J. Harrison & Sons Inc (Gutierrez)

At the Board Meeting of November 16, 2011, the Board of Trustees awarded RFP #11-02 and approved Agreement #11-191 with E.J. Harrison & Sons Inc., for District Wide Trash Pickup Service, for the period of December 1, 2011 through November 30, 2012.

It is now requested that the Board of Trustees approve Agreement #14-183 with E.J. Harrison & Sons Inc., to cover the fourth year renewal of this service, for the period of December 1, 2014 through November 30, 2015.

FISCAL IMPACT:

\$166,200.91 – General Fund

RECOMMENDATION:

It is the recommendation of the Executive Director, Facilities, Planning, Engineering & Operations that the Board of Trustees approve Agreement #14-183 with E.J. Harrison & Sons Inc.

ADDITIONAL MATERIAL:

Attached: Agreement #14-183, E.J. Harrison & Sons Inc. (2 Pages)
Current Pick-Up Schedule (3 Pages)

AGREEMENT

#14-183

This Agreement is entered into by and between the Oxnard School District (hereinafter called the "District"), and **E.J. Harrison & Sons Inc.** (hereinafter referred to as "Contractor").

In consideration of the promises and mutual covenants contained herein, it is agreed between the parties as follows:

I

TERM

The term of this Agreement shall be from **December 1, 2014** through **November 30, 2015** with option(s) to renew. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement, and each additional one-year term.

II

WORK

Contractor shall perform and render all services as prescribed and required by the General Conditions, Special Bid Conditions, Information for Bidders, Specifications, Notice to Bidders, Bid Proposal Form, and all documents forming a part of the bid package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.

III

NON-FUNDING

Notwithstanding any other provision to the contrary, if for any fiscal year of this Agreement the Board of Trustees for any reason fails to appropriate or allocate funds for future payments under this Agreement, the District will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated and allocated.

IV

TERMINATION

This Agreement may be terminated by the District upon thirty (30) days written notice to the Contractor. The District's right to terminate under this paragraph shall be in addition to any other rights reserved to District under this contract.

V

COMPENSATION

Contractor shall be compensated for the performance of its obligations under this Agreement as specified in the executed Quotation Sheet(s), incorporated herein by reference.

VI

METHOD OF PAYMENT

Vendor will be paid upon receipt and acceptance of materials and supplies specified by purchase order. For prompt payment, invoices must be accurate in all details, **and invoice must be submitted in duplicate to Oxnard School District, Accounts Payable, 1051 South A Street, Oxnard, California 93030.**

VII

CONTRACT DOCUMENTS

This Agreement shall include the terms and conditions specified in the General Conditions, Special Bid Conditions, Information for Bidders, Quotation Sheet, Notice to Bidders, Bid Proposal Form, and all documents forming a part of the bid package, and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.

VIII

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations not specified within this Agreement. Contractor, by execution of this Agreement, acknowledges Contractor has read the Agreement, understands it, and agrees to be bound by its terms and conditions.

In Witness Whereof, the parties have caused this Agreement to be executed on their behalf by their fully authorized representatives.

E.J. HARRISON & SONS INC.:

OXNARD SCHOOL DISTRICT:

Signature: _____

Signature: _____

Name: _____
(print or type)

Name: Lisa A. Franz
(print or type)

Title: _____

Title: Director, Purchasing

Date: _____

Date: _____

Approved by Board of Trustees on: _____

Item No.: _____

OXNARD SCHOOL DISTRICT
TRASH PICKUP
CURRENT SCHEDULE

| SITES | TRASH | PICKUP | | RECYCLE | PICKUP | FOOD WASTE | PICKUP | ANNUAL PRICE |
|---|----------|----------------------------|--|------------------|----------------------------|------------|--------|--------------|
| EDUCATIONAL SERVICE CENTER 1051 South A Street, Oxnard | 2 - 4 YD | 2 Times/Week T-Th | | 2 - 3 YD T-Th | 2 Times/Week | | | \$ 4,971.20 |
| OPERATIONS SERVICE CENTER 1055 South C Street, Oxnard | 1 - 4 YD | 3 Times/Week M-W-F | | 1 - 3 YD T-Th | 2 Times/Week | | | \$ 3,107.00 |
| TRANSP/WHSE CENTER 514-516 W. Wooley Road, Oxnard | 1 - 4 YD | 1 Time/Week Monday | | 1 - 4 YD | 1 Time/Week Monday | | | \$ 1,242.80 |
| BREKKE ELEMENTARY SCHOOL 1400 Martin Luther King Jr. Dr., Oxnard | 2 - 4 YD | 5 Times/Week Mon-Friday | | 1 - 4 YD | 4 Times/Week M-T-W-Th | | | \$ 8,699.60 |
| CHAVEZ ELEMENTARY SCHOOL 224 N. Juanita Avenue, Oxnard | 2 - 4 YD | 4 Times/Week M-T-W-Th | | 2 - 4 YD | 3 Times/Week M-W-F | | | \$ 8,699.60 |
| CURREN ELEMENTARY SCHOOL 1101 North F Street, Oxnard | 1 - 4 YD | 3 Times/Week M-W-F | | 1 - 4 YD | 4 Times/Week M-T-W-F | | | \$ 4,349.80 |
| | 1- 4 YD | 5 Times/Week Mon-Friday | | | | | | \$ 3,107.00 |
| DRIFFILL ELEMENTARY SCHOOL 950 South E Street, Oxnard | 2 - 4 YD | 5 Times/Week Mon-Friday | | 1 - 4 YD | 5 Times/Week Mon-Friday | | | \$ 9,321.00 |
| ELM ELEMENTARY SCHOOL 450 E. Elm Street, Oxnard | 1 - 4 YD | 5 Times/Week Mon-Friday | | 1- 4 YD | 3 Times/Week M-W-F | | | \$ 4,971.15 |
| FRANK INTERMEDIATE SCHOOL 701 N. Juanita Avenue, Oxnard | 2 - 4 YD | 5 Times/Week Mon-Friday | | 2 - 4 YD | 4 Times/Week M-T-W-F | | | \$ 11,185.20 |
| FREMONT INTERMEDIATE SCHOOL 11300 North M Street, Oxnard | 3 - 4 YD | 5 Times/Week Mon-Friday | | 1 - 4 YD | 2 Times/Week T-F | | | \$ 10,563.80 |
| HARRINGTON ELEMENTARY SCHOOL 2501 Gisler Avenue, Oxnard | 2 - 4 YD | 5 Times/Week Mon-Friday | | 1 - 4 YD | 2 Times/Week T-Th | | | \$ 6,214.00 |

OXNARD SCHOOL DISTRICT
TRASH PICKUP
CURRENT SCHEDULE

| SITES | TRASH | PICKUP | | RECYCLE | PICKUP | | | ANNUAL PRICE |
|---|----------|----------------------------|--|----------|----------------------------|--|--|----------------------|
| SAN MIGUEL SCHOOL 2400 South J Street, Oxnard | 1 - 3 YD | 3 Times/Week M-W-F | | No Room | N/A | | | \$ 1,864.20 |
| | | | | | | | | QA |
| SIERRA LINDA ELEM SCHOOL 2201 Jasmine Avenue, Oxnard | 2 - 4 YD | 5 Times/Week Mon-Friday | | 1 - 4 YD | 5 Times/Week Mon-Friday | | | \$ 9,321.00 |
| | | | | | | | | |
| SORIA ELEM SCHOOL 3101 Dunkirk Drive, Oxnard | 2 - 3 YD | 5 Times/Week | | 1 - 3 YD | 3 Times/Week M-W-F | | | \$ 8,078.28 |
| | | | | | | | | |
| | | | | | TOTAL: | | | \$ 166,200.91 |

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 01/21/15

CLOSED SESSION _____

SECTION B: HEARINGS _____

SECTION C: CONSENT X

SECTION D: ACTION _____

SECTION E: REPORTS/DISCUSSION _____

SECTION F: BOARD POLICIES _____

APPOINTMENT OF REPRESENTATIVE TO FILL VACANCY - MEASURE R BOND OVERSIGHT COMMITTEE (Cline)

The Measure R Bond Oversight Committee (BOC) currently has a vacancy for a Community at Large representative, and Mr. Crittenden Ward has expressed a willingness to serve in this capacity. The administration recommends Mr. Ward's appointment to the BOC, and his name is submitted herewith for the Board's consideration.

FISCAL IMPACT

None.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services that the Board of Trustees make a determination regarding the appointment of Mr. Crittenden Ward as the Community at-Large representative on the Measure R Bond Oversight Committee.

ADDITIONAL MATERIAL

Attached: Oxnard School District Measure R Bond Oversight Committee
Membership List (1 page)

**OXNARD SCHOOL DISTRICT
MEASURE “R” CITIZENS’ BOND OVERSIGHT COMMITTEE
MEMBERSHIP & TERMS
January 2015**

| <i>Name</i> | <i>Representation</i> | <i>Position</i> | <i>End of Term</i> |
|---|-------------------------------|--|--------------------|
| Lindholm, Nancy | Business Organization | President/CEO, Oxnard Chamber of Commerce | November 2016 |
| Padilla, Jeannette | Senior Citizens’ Organization | AARP | October 2016 |
| McLaughlin, Charles | Taxpayers’ Association | President, Aspen Helicopters | November 2016 |
| Torres, Teresa | Parent/Guardian | Parent, Soria School | November 2015 |
| Vargas, Jessica | Parent/ Guardian PTA | Parent, Elm School; PTA President | November 2015 |
| Hill Scott, Karen (<i>Committee Chair</i>) | Community At-Large | Parent, McAuliffe School; Owner, Hill Scott Homes | November 2016 |
| Ward, Crittenden | Community At- Large | Community Member | January 2017 |



BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: January 21, 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)

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 January 22, 2015 through June 30, 2015.

Date of Board Action: January 21, 2015 Signature: _____
Dr. Cesar Morales,
Superintendent/Secretary to
the Board of Trustees

PART I

Signatures of Members of the Board

Signature: _____
Debra M. Cordes, Member
of the Board of Trustees

Signature: _____
Albert G. Duff, Sr., Clerk
of the Board of Trustees

Signature: _____
Ernest Morrison, Member
of the Board of Trustees

Signature: _____
Denis O'Leary, Member
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: _____

Nancy J. Carroll, Ph.D

Title: Interim 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): Lisa Cline

Date of Meeting: 1/21/15

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

Resolution #14-18, Authorizing Cooperative Purchasing with the National Association of State Procurement Officials and participation in Western States Contracting Alliance (WSCA) Contracts (Cline/Franz)

Board approval and adoption of Resolution #14-18 is requested to enable continuing participation in the National Association of State Procurement Officials Cooperative Purchasing Program, and in Western States Contracting Alliance (WSCA) contracts pursuant to Public Contract Code §10298(b), AB 1727, and AB 1684 for the purchase of supplies, equipment, materials, information technology, and services. Examples of products and services available are:

- * Computers: Hardware, software, technical services
- * Capital Outlay: Buses, vehicles, portable buildings, cabinets, furniture
- * Inventory Items: Office equipment, paper products, printing supplies

Resolution #14-18 also authorizes the Assistant Superintendent, Business & Fiscal Services, and the Director of Purchasing to sign and deliver all requests and documents in connection with the State programs above on behalf of the District. Purchases utilizing both programs are permitted to exceed the bidding limit for material, equipment, and supplies set forth in Public Contract Code §20111, which as of January 1, 2015 is \$86,000.

FISCAL IMPACT: Any fees incurred will be charged to end user's budget.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Purchasing that the Board of Trustees approve and adopt Resolution #14-18, authorizing Cooperative Purchasing with the National Association of State Procurement Officials Cooperative Purchasing Program, and Participation in the Western States Contracting Alliance (WSCA) Contracts, for the purchase of commodities, equipment, materials, information technology, and services.

ADDITIONAL MATERIALS:

Attached: Resolution #14-18 (1 Page)

BOARD AGENDA ITEM

Name of Contributor(s): Lisa Cline

Date of Meeting: 1/21/15

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

Resolution #14-19, Authorizing Cooperative Purchasing with the California State Department of General Services Office of Procurement and participation in California Multiple Award Schedule (CMAS) Contracts (Cline/Franz)

Board approval and adoption of Resolution #14-19 is requested to enable continuing participation in the California State Department of General Services Office of Procurement Cooperative Purchasing Program, and in California Multiple Award Schedule (CMAS) contracts pursuant to Public Contract Code §10298(b), AB 1727, and AB 1684 for the purchase of supplies, equipment, materials, information technology, and services. Examples of products and services available are:

- * Computers: Hardware, software, technical services
- * Capital Outlay: Buses, vehicles, portable buildings, cabinets, furniture
- * Inventory Items: Office equipment, paper products, printing supplies

Resolution #14-19 also authorizes the Assistant Superintendent, Business & Fiscal Services, and the Director of Purchasing to sign and deliver all requests and documents in connection with the State programs above on behalf of the District. Purchases utilizing both programs are permitted to exceed the bidding limit for material, equipment, and supplies set forth in Public Contract Code §20111, which as of January 1, 2015 is \$86,000.

FISCAL IMPACT: Any fees incurred will be charged to end user's budget.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Purchasing that the Board of Trustees approve and adopt Resolution #14-19, authorizing Cooperative Purchasing with the California State Department of General Services Office of Procurement, and Participation in the California Multiple Award Schedule (CMAS) Contracts, for the purchase of commodities, equipment, materials, information technology, and services.

ADDITIONAL MATERIALS:

Attached: Resolution #14-19 (1 Page)

BOARD AGENDA ITEM

Name of Contributor(s): Lisa Cline

Date of Meeting: 1/21/15

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

Resolution #14-20, Authorizing Cooperative Purchasing with the Monterey County Office of Education and participation in the CalSAVE Program (Cline/Franz)

Board approval and adoption of Resolution #14-20 is requested to enable participation in the CalSAVE Program, and in purchasing contracts awarded by the Monterey County Office of Education pursuant to Public Contract Code §10298(b), AB 1727, and AB 1684 for the purchase of supplies, equipment, materials, information technology, and services. Examples of products and services available are:

- ❖ Computers: Hardware
- ❖ Networking Equipment: Hardware
- ❖ Servers and Storage: Hardware
- ❖ Software Licenses

Resolution #14-20 also authorizes the Assistant Superintendent, Business & Fiscal Services, and the Director of Purchasing to sign and deliver all requests and documents in connection with the CalSAVE program above on behalf of the District. Purchases utilizing CalSAVE are permitted to exceed the bidding limit for material, equipment, and supplies set forth in Public Contract Code §20111, which as of January 1, 2015 is \$86,000.

FISCAL IMPACT: Any fees incurred will be charged to end user’s budget.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Purchasing, that the Board of Trustees approve and adopt Resolution #14-20, authorizing Cooperative Purchasing with the Monterey County Office of Education, under the CalSAVE Program, for the purchase of commodities, equipment, materials, information technology, and services.

ADDITIONAL MATERIALS:

Attached: Resolution #14-20 (1 Page)

BOARD AGENDA ITEM

Name of Contributor(s): Lisa Cline

Date of Meeting: 1/21/15

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

Resolution #14-21, Authorizing Cooperative Purchasing with the National Joint Powers Alliance (NJPA) and participation in the NJPA Purchasing Program (Cline/Franz)

Board approval and adoption of Resolution #14-21 is requested to enable Cooperative Purchasing in the National Joint Powers Alliance, and participation in the NJPA Purchasing Program pursuant to Public Contract Code §10298(b), AB 1727, and AB 1684 for the purchase of supplies, equipment, materials, information technology, and services. Examples of products and services available are:

- ❖ Computers: Hardware
- ❖ Networking Equipment: Hardware
- ❖ Servers and Storage: Hardware
- ❖ Software Licenses

Resolution #14-21 also authorizes the Assistant Superintendent, Business & Fiscal Services, and the Director of Purchasing to sign and deliver all requests and documents in connection with the program above on behalf of the District. Purchases utilizing the program are permitted to exceed the bidding limit for material, equipment, and supplies set forth in Public Contract Code §20111, which as of January 1, 2015 is \$86,000.

FISCAL IMPACT: Any fees incurred will be charged to end user’s budget.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Purchasing that the Board of Trustees approve and adopt Resolution #14-21, authorizing Cooperative Purchasing with the National Joint Powers Alliance (NJPA), and participation in the NJPA Purchasing Program, for the purchase of commodities, equipment, materials, information technology, and services.

ADDITIONAL MATERIALS:

Attached: Resolution #14-21 (1 Page)

BOARD AGENDA ITEM

Name of Contributor(s): **Dr. Nancy Carroll**

Date of Meeting: **1/21/15**

- Study Session: _____
- Closed Session: _____
- A. Preliminary _____
- B. Hearing: _____
- C. Consent Agenda X
- D. Action Items _____
- E. Reports/Discussion Items (no action) _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

Permission to Apply for Garden Grant (Carroll/Brisbine)

EXECUTIVE SUMMARY:

This is a request for permission to apply for a gardening grant offered by a local donor through District 12 PTA. If awarded this grant, the money would be used to purchase weed control fabric and pea gravel to upgrade the garden club's area to be more weed resistant, moisture retaining, mud-free during rains, and to prevent wind erosion of the soil.

FISCAL IMPACT:

Funding in the amount of up to \$500 will be awarded if selected as a recipient.

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Educational Services and the principal of Fremont Middle School that the Board of Trustees approve the request to apply for this grant.

ADDITIONAL MATERIAL(S):

N/A

BOARD AGENDA ITEM

Name of Contributor(s): **Dr. Nancy Carroll**

Date of Meeting: **1/21/15**

- Study Session: _____
- Closed Session: _____
- A. Preliminary _____
- B. Hearing: _____
- C. Consent Agenda X
- D. Action Items _____
- E. Reports/Discussion Items (no action) _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

Request for Approval for Out of State Conference Attendance – LLC Digital Conference (Carroll/Thomas)

The Board’s approval is requested for Esther Vargas and Veronica Barraza, 5th grade teachers at Marina West, to attend professional development with the Nature Bridge Organization at Olympic National Park in Washington State from March 13-15, 2015.

Marina West’s academy focus is Environmental Science and Creative Arts. Attendance at this workshop will provide these teachers with hands-on experience, links to resources and the ability to conduct a case study of dam removal with their students.

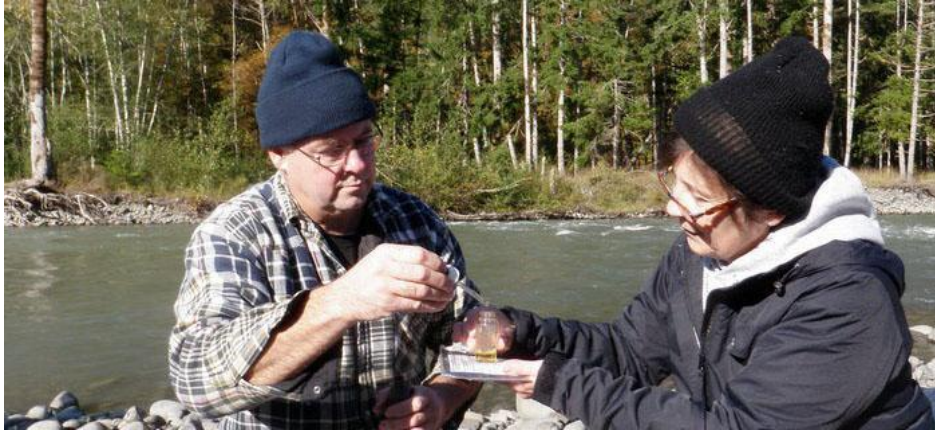
FISCAL IMPACT:

Not to exceed a total of \$680.00. The cost breakdown is \$140.00 for the registration fee of each teacher and \$400.00 to cover the substitute cost of each teacher on Friday, March 13th, 2015. Each teacher will be responsible to cover their own costs of travel, lodging and meals.

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent Educational Services and the Principal of Marina West School that the Board of Trustees approve the out of state conference attendance as outlined above.

ADDITIONAL MATERIAL(S): Conference materials.



Enhance your teaching toolbox and connect to the natural world in Olympic National Park

The Elwha River Restoration: Back to Nature - March 13 - 15, 2015

The Elwha River Restoration: Back to Nature



March 13, 2015 - March 15, 2015

**Arrive at 5 PM on Friday;
Depart at 1 PM on Sunday**

NatureBridge in Olympic National Park

Cost: \$140 (Tuition, Lodging, and Meals provided; Fourteen clock hours available at \$4 each)

This reduced rate is made possible by generous donation from NOAA.

Join us to explore the Elwha River watershed with NatureBridge's professional environmental science educators and discover the impacts of dam removal.

Collect data from the recently exposed sediments of dewatered Lake Mills at river mile 13 down to the shifting sandbars of the river's mouth on the Strait of Juan de Fuca.

Use standard environmental science protocols and tools to study the local flora and fauna and document dramatic changes in the restoration process.

Meet scientists whose field research is documenting changes in the Elwha river watershed.

Return to your classroom refreshed and rejuvenated with the confidence to use the Elwha River Restoration Project as a case study in your science and social studies curriculum.

*A \$140 stipend is available to teachers who participate in an optional post-trip activity.

**EMPLOYMENT AGREEMENT BETWEEN OXNARD SCHOOL DISTRICT AND DR.
NANCY J. CARROLL, PH.D., INTERIM ASSISTANT SUPERINTENDENT**

THIS AGREEMENT is made effective as of January 5, 2015, between the Board of Education of the Oxnard School District (“Board”) and the Oxnard School District of Ventura County, State of California (hereafter collectively referred to as “District”) and Nancy J. Carroll, PH.D. (“Interim Assistant Superintendent”).

NOW THEREFORE, in consideration of the provisions and mutual promises contained herein, the District and the Interim Assistant Superintendent agree to the following:

1. Term of Employment; Salary

- a. Term. The District hereby employs the Interim Assistant Superintendent and the Interim Assistant Superintendent agrees to be employed on a full-time basis as the District’s Interim Assistant Superintendent commencing January 5, 2015 and ending the effective date of the District’s appointment of a permanent assistant superintendent, unless terminated sooner pursuant to Section 9 of this Agreement.

Upon the request of the Board, the term may be extended to overlap with the first one to two weeks of the new permanent superintendent’s employment.

- b. Salary. The salary of the Interim Assistant Superintendent shall be \$630.00 per regular work day (M-F) (the “Daily Rate”), payable in accordance with the rules and regulations approved by the Board.

2. Duties

- a. Interim Assistant Superintendent hereby accepts employment as Interim Assistant Superintendent, Education Services and agrees to perform all of the duties and services incident to such employment and as further described in the District’s job description. This employment agreement is subject to all applicable laws of the State of California; lawful rules and regulations of the State Board of Education; and the policies, procedures and rules of the Board.
- b. The Interim Assistant Superintendent shall also perform such other duties that are consistent with her position as may be assigned to her from time to time by the Superintendent.

3. Credentials

The Interim Assistant Superintendent shall at all times hold a valid California administrative credential and meet all other requirements of state law with respect to service as a Superintendent.

4. Benefits

The Interim Assistant Superintendent shall not receive any health or welfare benefits during her term of employment with the District, nor shall the District make any contribution on her behalf to a tax-sheltered annuity.

5. Employment Expenses

a. Employment Expenses

In accordance with its policies, the District shall reimburse the Interim Assistant Superintendent for all actual, reasonable and necessary expenses related to the performance of the Interim Assistant Superintendent's duties, including but not limited to expenses related to conferences, seminars and travel expenses for car travel outside of the District shall be paid based on mileage traveled and at the mileage reimbursement rate set by the District at the time the expense is incurred.

The Interim Assistant Superintendent shall submit receipts, invoices and an itemized list of expenses in support of a reimbursement request and shall complete expense claims in accordance with the District's policies, rules and regulations.

The Interim Assistant Superintendent shall not be paid for attendance at any conferences, professional association membership fees, or travel expenses unrelated to the operation and activities of the Board and/or its members and the performance of the Interim Assistant Superintendent's duties.

6. Evaluation

- a. The Superintendent may, at his discretion, provide an evaluation of the Interim Assistant Superintendent at any time during the Term of this Agreement. The written evaluation, if any, shall be recognized as a confidential document and shall be duly protected as such.

7. Seeking Other Employment

Should the Interim Assistant Superintendent choose to seek full time employment elsewhere during the term of this Agreement, she shall inform the Superintendent in advance of said action.

8. Termination of this Agreement

- a. This Agreement may be terminated by: mutual agreement of the Parties; death of the Interim Assistant Superintendent; disability of the Interim Assistant Superintendent; cause; or employment of a permanent Assistant Superintendent.
- b. Either party may terminate this Agreement at any time and for any reason by giving at least fourteen calendar days written notice to the other party.

9. Non-Assignment of Contract

This is an Agreement for personal services and may not be assigned or transferred by Interim Assistant Superintendent.

10. Transition

At the request of the Board, the Interim Assistant Superintendent will work with her successor for up to two (2) weeks to assist in the transition of the position. Following the two-week transition, the Interim Assistant Superintendent agrees that this Agreement will be terminated and that she will not be entitled to any further compensation, including severance pay.

11. Legal Defense

- a. The District agrees that it shall defend, hold harmless and indemnify the Interim Assistant Superintendent from any demands, claims, actions, suits, or legal proceedings brought against the Interim Assistant Superintendent for any incident arising out of the course and scope of her employment, provided, however, that if the District is providing a defense for the Interim Assistant Superintendent on a matter which the Board deems in the best interest of the District to settle, the Interim Assistant Superintendent agrees to assume full responsibility for her own defense should she pursue the matter.
- b. The provisions of Section 15.a shall not apply to any action brought against the Interim Assistant Superintendent for a breach of or dispute arising out of this Agreement, by either party, any willful and wanton conduct giving rise to civil or criminal liability, or any violation of federal, state, county, or local laws or regulations.

12. STRS Hold Harmless

The Interim Assistant Superintendent warrants that she has been advised to consult with her own tax advisers concerning any tax consequences of this Agreement. The District makes no warranties concerning the tax treatment or STRS treatment of any amounts paid pursuant to this Agreement. The Interim Assistant Superintendent agrees that the District shall have no liability for any tax or STRS-related consequences arising from this Agreement, and agrees to hold harmless and indemnify the District from any claims, demands, or causes of action, including any taxes or penalties, that may arise in connection with or as a result of this Agreement.

13. Entire Agreement

This document is the full and complete agreement between the Parties hereto, and it can be changed or modified only by a writing signed by the Parties or their successors in interest to this Agreement.

14. Binding Effect

This Agreement is for the benefit of and shall be binding on all Parties and their respective successors, heirs and assigns.

15. Interpretation

The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either Party.

16. Governing Law & Venue

The interpretation and enforcement of this Agreement shall be governed by applicable laws of the State of California, the rules and regulations of the State Board of Education, and the lawful rules and regulations of the Oxnard School District of Ventura County. By this reference the laws, rules, regulations and policies are hereby made a part of this Agreement as though fully set forth at this point. Venue shall be with the appropriate state or federal court located in Ventura County or in the Central District of California, respectively.

17. Amendment

Any amendment to this Agreement must be in writing and signed by the Parties.

18. Severability

If any provision of this Agreement is held to be void, voidable or unenforceable, the remaining portions of the Agreement shall remain in full force and effect.

19. Execution in Counterparts

The District and the Interim Assistant Superintendent may execute this document in separate counterparts. Should that occur, the Agreement is as valid and binding as if it were executed on a single copy.

20. Ratification

This Agreement shall be effective upon full execution by the Parties.

IN WITNESS HEREIN we affix our signatures to this Agreement as the full and complete understanding of the relationships between the Parties.

Accepted:

I, Nancy J. Carroll, PH.D., hereby accept this offer of employment and agree that I will comply with the terms of this Agreement. I certify that I will perform faithfully all of the duties of employment of Interim Assistant Superintendent for the Oxnard School District.

Dated: _____, 2015

By: _____

Nancy J. Carroll, PH.D.

BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT

Dated: _____, 2015

By: _____
Veronica Robles Solis, President

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 1/21/15

| | |
|-------------------------------|--------------|
| STUDY SESSION | _____ |
| CLOSED SESSION | _____ |
| SECTION B: HEARINGS | _____ |
| SECTION C: CONSENT | <u> X </u> |
| SECTION D: ACTION | _____ |
| SECTION E: REPORTS/DISCUSSION | _____ |
| SECTION F: BOARD POLICIES | _____ |

REPORT ON BOND CONSTRUCTION BUDGETS (Cline)

Attached for the Board’s information are our current Bond budgets as of Friday, January 9, 2015.

FISCAL IMPACT

None.

RECOMMENDATION

None – information only.

ADDITIONAL MATERIAL

Attached: Sources and Budgets Report (2 pages)

Sources and Budgets Report

This reports lists projected funding sources and expenditure budgets for multiple projects

| Code | Category - Item | Brekke Project 1 Kindergarten Improvements | Chavez Project 1 Science Labs | Curren Project 1 Science Labs | Driffill Proj 2 Driffill Kindergarten | Elm Project 5 New Elm School | Fremont Project 1 Science Labs | Harrington Project 4 Harrington New School | Haydock Project 1 Science Labs | Kamala Project 1 Science Labs |
|---------------------------|--|---|-------------------------------------|-------------------------------------|---|------------------------------------|--------------------------------------|---|--------------------------------------|-------------------------------------|
| Funding Sources | | | | | | | | | | |
| Local | Local | 282,568 | 293,319 | 293,319 | 2,411,380 | 20,170,543 | 1,843,007 | 22,822,171 | 1,047,651 | 293,319 |
| 212 | G.O.Bond Proceeds | 282,568 | 293,319 | 293,319 | 2,411,380 | 20,170,543 | 1,843,007 | 22,822,171 | 1,047,651 | 293,319 |
| 251 | School Development Fees | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| TOTAL FUNDING | | 282,568 | 293,319 | 293,319 | 2,411,380 | 20,170,543 | 1,843,007 | 22,822,171 | 1,047,651 | 293,319 |
| Expenditures | | | | | | | | | | |
| A | Site Costs | 762 | 789 | 789 | 2,900 | 92,339 | 5,042 | 104,393 | 2,734 | 789 |
| 6140 | Surveying Costs | 0 | 0 | 0 | 2,900 | 21,309 | 0 | 24,091 | 0 | 0 |
| 6160 | Other Costs - Site | 762 | 789 | 789 | 0 | 71,030 | 5,042 | 80,302 | 2,734 | 789 |
| B | Planning Costs | 41,324 | 44,039 | 44,039 | 147,400 | 2,337,572 | 310,531 | 2,476,311 | 229,518 | 44,039 |
| 6210 | Architect / Engineering Fees | 25,525 | 26,525 | 26,525 | 125,900 | 1,065,449 | 208,990 | 1,147,537 | 174,360 | 26,525 |
| 6220 | DSA Fees | 2,250 | 3,450 | 3,450 | 13,000 | 142,060 | 13,150 | 160,605 | 4,950 | 3,450 |
| 6230 | CDE Fees | 127 | 131 | 131 | 0 | 9,944 | 848 | 11,242 | 445 | 131 |
| 6240 | Preliminary Tests | 0 | 0 | 0 | 8,500 | 21,309 | 0 | 24,091 | 0 | 0 |
| 6250 | Other Costs - Planning | 13,422 | 13,933 | 13,933 | 0 | 1,098,810 | 87,543 | 1,132,836 | 49,763 | 13,933 |
| C | Construction Costs | 197,735 | 204,866 | 204,866 | 1,765,350 | 14,497,210 | 1,243,147 | 16,461,967 | 660,345 | 204,866 |
| 6270 | Main Construction Contractor | 181,012 | 187,484 | 187,484 | 1,659,429 | 14,205,987 | 1,211,583 | 16,060,456 | 636,072 | 187,484 |
| 6271 | Environmental Clean-up | 644 | 1,288 | 1,288 | 0 | 42,618 | 12,910 | 120,453 | 7,058 | 1,288 |
| 6272 | Construction Management Fees | 15,625 | 15,625 | 15,625 | 105,921 | 177,575 | 15,625 | 200,756 | 15,625 | 15,625 |
| 6278 | Labor Compliance Program | 454 | 469 | 469 | 0 | 71,030 | 3,029 | 80,302 | 1,590 | 469 |
| D | Construction Testing Costs | 763 | 0 | 0 | 20,000 | 234,399 | 7,925 | 264,998 | 2,218 | 0 |
| 6280 | Construction Tests | 763 | 0 | 0 | 20,000 | 234,399 | 7,925 | 264,998 | 2,218 | 0 |
| E | Construction Inspection Costs | 9,051 | 9,374 | 9,374 | 190,000 | 745,817 | 60,579 | 843,174 | 31,804 | 9,374 |
| 6290 | Construction Inspection | 9,051 | 9,374 | 9,374 | 190,000 | 745,817 | 60,579 | 843,174 | 31,804 | 9,374 |
| F | Furniture & Equipment Costs | 5,865 | 6,174 | 6,174 | 130,000 | 568,239 | 39,655 | 642,418 | 20,809 | 6,174 |
| 4300 | Supplies <\$500 | 0 | 0 | 0 | 0 | 568,239 | 0 | 642,418 | 0 | 0 |
| 4400 | Equipment \$500-\$5000 | 0 | 0 | 0 | 130,000 | 0 | 0 | 0 | 0 | 0 |
| 6400 | Capitalized Equipment >\$5000 | 5,865 | 6,174 | 6,174 | 0 | 0 | 39,655 | 0 | 20,809 | 6,174 |
| G | Project Contingency | 27,068 | 28,077 | 28,077 | 155,730 | 1,694,967 | 176,128 | 2,028,910 | 100,223 | 28,077 |
| 6999 | Project Contingency | 27,068 | 28,077 | 28,077 | 155,730 | 1,694,967 | 176,128 | 2,028,910 | 100,223 | 28,077 |
| TOTAL EXPENDITURES | | 282,568 | 293,319 | 293,319 | 2,411,380 | 20,170,543 | 1,843,007 | 22,822,171 | 1,047,651 | 293,319 |
| BALANCE REMAINING | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

Sources and Budgets Report



This reports lists projected funding sources and expendi

| Code | Category - Item | Lemonwood Project 3 New Lemonwood School | McAuliffe Project 1 Kindergarten Improvements | Ritchen Project 1 Kindergarten Improvements | Technology Implementation Technology Implementation | Totals |
|---------------------------|--|---|--|--|--|-------------------|
| Funding Sources | | | | | | |
| Local | Local | 2,512,180 | 262,140 | 262,140 | 5,530,000 | 58,023,737 |
| 212 | G.O.Bond Proceeds | 2,512,180 | 262,140 | 262,140 | 0 | 52,493,737 |
| 251 | School Development Fees | 0 | 0 | 0 | 5,530,000 | 5,530,000 |
| TOTAL FUNDING | | 2,512,180 | 262,140 | 262,140 | 5,530,000 | 58,023,737 |
| Expenditures | | | | | | |
| A | Site Costs | 157,638 | 704 | 704 | 0 | 369,583 |
| 6140 | Surveying Costs | 22,000 | 0 | 0 | 0 | 70,300 |
| 6160 | Other Costs - Site | 135,638 | 704 | 704 | 0 | 299,283 |
| B | Planning Costs | 2,354,542 | 38,244 | 38,244 | 0 | 8,105,803 |
| 6210 | Architect / Engineering Fees | 1,549,838 | 23,525 | 23,525 | 0 | 4,424,224 |
| 6220 | DSA Fees | 187,000 | 2,150 | 2,150 | 0 | 537,665 |
| 6230 | CDE Fees | 15,400 | 117 | 117 | 0 | 38,633 |
| 6240 | Preliminary Tests | 33,000 | 0 | 0 | 0 | 86,900 |
| 6250 | Other Costs - Planning | 569,304 | 12,452 | 12,452 | 0 | 3,018,381 |
| C | Construction Costs | 0 | 184,043 | 184,043 | 0 | 35,808,438 |
| 6270 | Main Construction Contractor | 0 | 167,356 | 167,356 | 0 | 34,851,703 |
| 6271 | Environmental Clean-up | 0 | 644 | 644 | 0 | 188,835 |
| 6272 | Construction Management Fees | 0 | 15,625 | 15,625 | 0 | 609,252 |
| 6278 | Labor Compliance Program | 0 | 418 | 418 | 0 | 158,648 |
| D | Construction Testing Costs | 0 | 703 | 704 | 0 | 531,710 |
| 6280 | Construction Tests | 0 | 703 | 704 | 0 | 531,710 |
| E | Construction Inspection Costs | 0 | 8,368 | 8,368 | 0 | 1,925,283 |
| 6290 | Construction Inspection | 0 | 8,368 | 8,368 | 0 | 1,925,283 |
| F | Furniture & Equipment Costs | 0 | 5,029 | 5,029 | 5,530,000 | 6,965,566 |
| 4300 | Supplies <\$500 | 0 | 0 | 0 | 0 | 1,210,657 |
| 4400 | Equipment \$500-\$5000 | 0 | 0 | 5,029 | 5,530,000 | 5,665,029 |
| 6400 | Capitalized Equipment >\$5000 | 0 | 5,029 | 0 | 0 | 89,880 |
| G | Project Contingency | 0 | 25,049 | 25,048 | 0 | 4,317,354 |
| 6999 | Project Contingency | 0 | 25,049 | 25,048 | 0 | 4,317,354 |
| TOTAL EXPENDITURES | | 2,512,180 | 262,140 | 262,140 | 5,530,000 | 58,023,737 |
| BALANCE REMAINING | | 0 | (0) | 0 | 0 | 0 |

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 01/21/15

| | |
|-------------------------------|-------------|
| CLOSED SESSION | _____ |
| SECTION B: HEARINGS | _____ |
| SECTION C: CONSENT | _____X_____ |
| SECTION D: ACTION | _____ |
| SECTION E: REPORTS/DISCUSSION | _____ |
| SECTION F: BOARD POLICIES | _____ |

EXPENDITURE TRANSFER REPORT #14-05 (Cline/Penanhoat)

The attached report contains expenditure transfer journals for the period of December 1, 2014 through December 31, 2014 for the 2014-15 fiscal year.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Finance that the Board of Trustees approve the Expenditure Transfer Report #14-05 as submitted.

ADDITIONAL MATERIAL

Attached: Expenditure Transfer Report #14-05 (13 pages)

OXNARD SCHOOL DISTRICT
Expenditure Transfer Report
#14-05 December 1, 2014 - December 31, 2014

| Journal Entry # | Link | Account # | Transaction Date | Debit | Credit | Comment |
|-----------------|-------|---|------------------|------------|------------|------------------|
| GJ15-00144 | 72046 | (020315) 010-8587-6690-0-0000-0000-000-000-0000-0 | 12/1/14 | 9,711.10 | .00 | correct Q1 TUI |
| GJ15-00144 | 72046 | (016253) 010-8590-6690-0-0000-0000-000-000-0000-0 | 12/1/14 | .00 | 9,711.10 | correct Q1 TUI |
| GJ15-00149 | 72060 | (021483) 213-6270-9010-0-0000-8500-044-600-0004-0 | 12/1/14 | 632,651.00 | .00 | P15-00882 Ber |
| GJ15-00149 | 72060 | (033042) 213-6272-9010-0-0000-8500-044-600-0004-0 | 12/1/14 | .00 | 632,651.00 | P15-00882 Ber |
| GJ15-00150 | 72063 | (002655) 010-2400-0000-0-0000-2700-042-910-0000-5 | 12/1/14 | 721.04 | .00 | De La Torre, El |
| GJ15-00150 | 72063 | (033824) 010-2400-0790-0-4760-2700-042-042-0000-5 | 12/1/14 | .00 | 721.04 | De La Torre, El |
| GJ15-00150 | 72063 | (005925) 010-3302-0000-0-0000-2700-042-910-0000-5 | 12/1/14 | 55.16 | .00 | De La Torre, El |
| GJ15-00150 | 72063 | (033827) 010-3302-0790-0-4760-2700-042-042-0000-5 | 12/1/14 | .00 | 55.16 | De La Torre, El |
| GJ15-00150 | 72063 | (008300) 010-3502-0000-0-0000-2700-042-910-0000-5 | 12/1/14 | .36 | .00 | De La Torre, El |
| GJ15-00150 | 72063 | (033829) 010-3502-0790-0-4760-2700-042-042-0000-5 | 12/1/14 | .00 | .36 | De La Torre, El |
| GJ15-00150 | 72063 | (009957) 010-3602-0000-0-0000-2700-042-910-0000-5 | 12/1/14 | 23.67 | .00 | De La Torre, El |
| GJ15-00150 | 72063 | (033830) 010-3602-0790-0-4760-2700-042-042-0000-5 | 12/1/14 | .00 | 23.67 | De La Torre, El |
| GJ15-00150 | 72063 | (019994) 010-9110-0000-0- - - - - - | 12/1/14 | .00 | 800.23 | De La Torre, El |
| GJ15-00150 | 72063 | (023193) 010-9110-0790-0- - - - - - | 12/1/14 | 800.23 | .00 | De La Torre, El |
| GJ15-00151 | 72167 | (013593) 010-4300-0001-0-1110-1000-058-058-0000-0 | 12/2/14 | 73.97 | .00 | clear 9799 Errc |
| GJ15-00151 | 72167 | (013593) 010-4300-0001-0-1110-1000-058-058-0000-0 | 12/2/14 | 6.84 | .00 | clear 9799 Errc |
| GJ15-00151 | 72167 | (019997) 010-9110-0001-0- - - - - - | 12/2/14 | .00 | 80.81 | clear 9799 Errc |
| GJ15-00151 | 72167 | (020117) 010-9110-9999-0- - - - - - | 12/2/14 | 80.81 | .00 | clear 9799 Errc |
| GJ15-00151 | 72167 | (021794) 010-9799-9999-0- - - - - - | 12/2/14 | .00 | 73.97 | clear 9799 Errc |
| GJ15-00151 | 72167 | (021794) 010-9799-9999-0- - - - - - | 12/2/14 | .00 | 6.84 | clear 9799 Errc |
| GJ15-00152 | 72168 | (013586) 010-4300-0001-0-1110-1000-051-051-0000-0 | 12/2/14 | 2.16 | .00 | clear 9799 Errc |
| GJ15-00152 | 72168 | (013586) 010-4300-0001-0-1110-1000-051-051-0000-0 | 12/2/14 | 7.51 | .00 | clear 9799 Errc |
| GJ15-00152 | 72168 | (019997) 010-9110-0001-0- - - - - - | 12/2/14 | .00 | 9.67 | clear 9799 Errc |
| GJ15-00152 | 72168 | (020117) 010-9110-9999-0- - - - - - | 12/2/14 | 9.67 | .00 | clear 9799 Errc |
| GJ15-00152 | 72168 | (021794) 010-9799-9999-0- - - - - - | 12/2/14 | .00 | 2.16 | clear 9799 Errc |
| GJ15-00152 | 72168 | (021794) 010-9799-9999-0- - - - - - | 12/2/14 | .00 | 7.51 | clear 9799 Errc |
| GJ15-00153 | 72627 | (019223) 212-6210-9010-0-0000-8500-038-630-0P2P-0 | 12/4/14 | 9,123.78 | .00 | P14-00662 real |
| GJ15-00153 | 72627 | (020132) 212-9110-9010-0- - - - - - | 12/4/14 | .00 | 9,123.78 | P14-00662 real |
| GJ15-00153 | 72627 | (020543) 213-6210-9010-0-0000-8500-038-630-0002-0 | 12/4/14 | .00 | 9,123.78 | P14-00662 real |
| GJ15-00153 | 72627 | (020135) 213-9110-9010-0- - - - - - | 12/4/14 | 9,123.78 | .00 | P14-00662 real |
| GJ15-00154 | 72688 | (020488) 010-8699-0000-0-0000-0000-000-000-0000-0 | 12/4/14 | 312.40 | .00 | Correction to re |
| GJ15-00154 | 72688 | (016297) 010-8699-0000-0-0000-0000-000-660-0000-0 | 12/4/14 | .00 | 312.40 | Correction to re |
| GJ15-00155 | 72628 | (019248) 212-6274-9010-0-0000-8500-038-630-0000-0 | 12/4/14 | 17,690.31 | .00 | P15-00324 Sar |
| GJ15-00155 | 72628 | (020132) 212-9110-9010-0- - - - - - | 12/4/14 | .00 | 17,690.31 | P15-00324 Sar |
| GJ15-00155 | 72628 | (034221) 213-6274-9010-0-0000-8500-038-632-0002-0 | 12/4/14 | .00 | 17,690.31 | P15-00324 Sar |
| GJ15-00155 | 72628 | (020135) 213-9110-9010-0- - - - - - | 12/4/14 | 17,690.31 | .00 | P15-00324 Sar |
| GJ15-00156 | 72629 | (019140) 211-8660-9010-0-0000-0000-000-000-0000-0 | 12/4/14 | 28.04 | .00 | Fund 211 & 21: |

OXNARD SCHOOL DISTRICT
Expenditure Transfer Report
#14-05 December 1, 2014 - December 31, 2014

| Journal Entry # | Link | Account # | Transaction Date | Debit | Credit | Comment |
|-----------------|-------|---|------------------|----------|----------|------------------|
| GJ15-00156 | 72629 | (020129) 211-9110-9010-0- - - - - | 12/4/14 | .00 | 28.04 | Fund 211 & 21: |
| GJ15-00156 | 72629 | (019269) 212-8660-9010-0-0000-0000-000-000-0000-0 | 12/4/14 | 121.72 | .00 | Fund 211 & 21: |
| GJ15-00156 | 72629 | (020132) 212-9110-9010-0- - - - - | 12/4/14 | .00 | 121.72 | Fund 211 & 21: |
| GJ15-00156 | 72629 | (019303) 213-8660-9010-0-0000-0000-000-000-0000-0 | 12/4/14 | .00 | 149.76 | Fund 211 & 21: |
| GJ15-00156 | 72629 | (020135) 213-9110-9010-0- - - - - | 12/4/14 | 149.76 | .00 | Fund 211 & 21: |
| GJ15-00157 | 72837 | (021701) 010-8699-0000-0-0000-0000-000-610-IPAD-0 | 12/8/14 | .00 | 610.00 | Correction to JI |
| GJ15-00157 | 72837 | (034912) 010-8699-0150-0-0000-0000-000-000-0000-0 | 12/8/14 | 610.00 | .00 | Correction to JI |
| GJ15-00157 | 72837 | (021701) 010-8699-0000-0-0000-0000-000-610-IPAD-0 | 12/8/14 | .00 | 1,470.00 | Correction to JI |
| GJ15-00157 | 72837 | (034912) 010-8699-0150-0-0000-0000-000-000-0000-0 | 12/8/14 | 1,470.00 | .00 | Correction to JI |
| GJ15-00157 | 72837 | (021701) 010-8699-0000-0-0000-0000-000-610-IPAD-0 | 12/8/14 | .00 | 920.00 | Correction to JI |
| GJ15-00157 | 72837 | (034912) 010-8699-0150-0-0000-0000-000-000-0000-0 | 12/8/14 | 920.00 | .00 | Correction to JI |
| GJ15-00157 | 72837 | (021701) 010-8699-0000-0-0000-0000-000-610-IPAD-0 | 12/8/14 | .00 | 880.00 | Correction to JI |
| GJ15-00157 | 72837 | (034912) 010-8699-0150-0-0000-0000-000-000-0000-0 | 12/8/14 | 880.00 | .00 | Correction to JI |
| GJ15-00157 | 72837 | (021701) 010-8699-0000-0-0000-0000-000-610-IPAD-0 | 12/8/14 | .00 | 760.00 | Correction to JI |
| GJ15-00157 | 72837 | (034912) 010-8699-0150-0-0000-0000-000-000-0000-0 | 12/8/14 | 760.00 | .00 | Correction to JI |
| GJ15-00157 | 72837 | (021701) 010-8699-0000-0-0000-0000-000-610-IPAD-0 | 12/8/14 | .00 | 1,130.00 | Correction to JI |
| GJ15-00157 | 72837 | (034912) 010-8699-0150-0-0000-0000-000-000-0000-0 | 12/8/14 | 1,130.00 | .00 | Correction to JI |
| GJ15-00157 | 72837 | (021701) 010-8699-0000-0-0000-0000-000-610-IPAD-0 | 12/8/14 | .00 | 1,290.00 | Correction to JI |
| GJ15-00157 | 72837 | (034912) 010-8699-0150-0-0000-0000-000-000-0000-0 | 12/8/14 | 1,290.00 | .00 | Correction to JI |
| GJ15-00157 | 72837 | (021701) 010-8699-0000-0-0000-0000-000-610-IPAD-0 | 12/8/14 | .00 | 350.00 | Correction to JI |
| GJ15-00157 | 72837 | (034912) 010-8699-0150-0-0000-0000-000-000-0000-0 | 12/8/14 | 350.00 | .00 | Correction to JI |
| GJ15-00157 | 72837 | (021701) 010-8699-0000-0-0000-0000-000-610-IPAD-0 | 12/8/14 | .00 | 44.00 | Correction to JI |
| GJ15-00157 | 72837 | (034912) 010-8699-0150-0-0000-0000-000-000-0000-0 | 12/8/14 | 44.00 | .00 | Correction to JI |
| GJ15-00157 | 72837 | (021701) 010-8699-0000-0-0000-0000-000-610-IPAD-0 | 12/8/14 | .00 | 1,180.00 | Correction to JI |
| GJ15-00157 | 72837 | (034912) 010-8699-0150-0-0000-0000-000-000-0000-0 | 12/8/14 | 1,180.00 | .00 | Correction to JI |
| GJ15-00157 | 72837 | (021701) 010-8699-0000-0-0000-0000-000-610-IPAD-0 | 12/8/14 | .00 | 1,100.00 | Correction to JI |
| GJ15-00157 | 72837 | (034912) 010-8699-0150-0-0000-0000-000-000-0000-0 | 12/8/14 | 1,100.00 | .00 | Correction to JI |
| GJ15-00157 | 72837 | (021701) 010-8699-0000-0-0000-0000-000-610-IPAD-0 | 12/8/14 | .00 | 1,280.00 | Correction to JI |
| GJ15-00157 | 72837 | (034912) 010-8699-0150-0-0000-0000-000-000-0000-0 | 12/8/14 | 1,280.00 | .00 | Correction to JI |
| GJ15-00157 | 72837 | (021701) 010-8699-0000-0-0000-0000-000-610-IPAD-0 | 12/8/14 | .00 | 930.00 | Correction to JI |
| GJ15-00157 | 72837 | (034912) 010-8699-0150-0-0000-0000-000-000-0000-0 | 12/8/14 | 930.00 | .00 | Correction to JI |
| GJ15-00157 | 72837 | (021701) 010-8699-0000-0-0000-0000-000-610-IPAD-0 | 12/8/14 | .00 | 620.00 | Correction to JI |
| GJ15-00157 | 72837 | (034912) 010-8699-0150-0-0000-0000-000-000-0000-0 | 12/8/14 | 620.00 | .00 | Correction to JI |
| GJ15-00157 | 72837 | (021701) 010-8699-0000-0-0000-0000-000-610-IPAD-0 | 12/8/14 | .00 | 190.00 | Correction to JI |
| GJ15-00157 | 72837 | (034912) 010-8699-0150-0-0000-0000-000-000-0000-0 | 12/8/14 | 190.00 | .00 | Correction to JI |
| GJ15-00157 | 72837 | (021701) 010-8699-0000-0-0000-0000-000-610-IPAD-0 | 12/8/14 | .00 | 1,990.00 | Correction to JI |
| GJ15-00157 | 72837 | (034912) 010-8699-0150-0-0000-0000-000-000-0000-0 | 12/8/14 | 1,990.00 | .00 | Correction to JI |

OXNARD SCHOOL DISTRICT
Expenditure Transfer Report
#14-05 December 1, 2014 - December 31, 2014

| Journal Entry # | Link | Account # | Transaction Date | Debit | Credit | Comment |
|-----------------|-------|---|------------------|------------|------------|-------------------|
| GJ15-00157 | 72837 | (034912) 010-8699-0150-0-0000-0000-000-000-0000-0 | 12/8/14 | 1,960.00 | .00 | Correction to JI |
| GJ15-00157 | 72837 | (021701) 010-8699-0000-0-0000-0000-000-610-IPAD-0 | 12/8/14 | .00 | 1,960.00 | Correction to JI |
| GJ15-00157 | 72837 | (019994) 010-9110-0000-0- - - - - | 12/8/14 | 16,704.00 | .00 | Correction to JI |
| GJ15-00157 | 72837 | (034910) 010-9110-0150-0- - - - - | 12/8/14 | .00 | 16,704.00 | Correction to JI |
| GJ15-00158 | 72836 | (016243) 010-8590-6010-0-0000-0000-000-320-0000-0 | 12/8/14 | 204,470.45 | .00 | CRT-20842 Cle |
| GJ15-00158 | 72836 | (033064) 010-9200-6010-0- - - - - | 12/8/14 | .00 | 204,470.45 | CRT-20842 Cle |
| GJ15-00159 | 72849 | (001600) 010-1132-3010-0-1110-1000-057-057-0000-0 | 12/8/14 | .00 | 116.00 | Acct. corr. J. sp |
| GJ15-00159 | 72849 | (030714) 010-1132-0001-0-1110-1000-057-057-0000-0 | 12/8/14 | 116.00 | .00 | Acct. corr. J. sp |
| GJ15-00159 | 72849 | (005594) 010-3301-3010-0-1110-1000-057-057-0000-0 | 12/8/14 | .00 | 8.87 | Acct. corr. J. sp |
| GJ15-00159 | 72849 | (030717) 010-3301-0001-0-1110-1000-057-057-0000-0 | 12/8/14 | 8.87 | .00 | Acct. corr. J. sp |
| GJ15-00159 | 72849 | (007960) 010-3501-3010-0-1110-1000-057-057-0000-0 | 12/8/14 | .00 | .06 | Acct. corr. J. sp |
| GJ15-00159 | 72849 | (030719) 010-3501-0001-0-1110-1000-057-057-0000-0 | 12/8/14 | .06 | .00 | Acct. corr. J. sp |
| GJ15-00159 | 72849 | (009613) 010-3601-3010-0-1110-1000-057-057-0000-0 | 12/8/14 | .00 | 3.81 | Acct. corr. J. sp |
| GJ15-00159 | 72849 | (030720) 010-3601-0001-0-1110-1000-057-057-0000-0 | 12/8/14 | 3.81 | .00 | Acct. corr. J. sp |
| GJ15-00159 | 72849 | (019997) 010-9110-0001-0- - - - - | 12/8/14 | .00 | 128.74 | Acct. corr. J. sp |
| GJ15-00159 | 72849 | (020321) 010-9110-3010-0- - - - - | 12/8/14 | 128.74 | .00 | Acct. corr. J. sp |
| GJ15-00160 | 72851 | (001600) 010-1132-3010-0-1110-1000-057-057-0000-0 | 12/8/14 | .00 | 79.00 | Acct. corr K. Ju |
| GJ15-00160 | 72851 | (030714) 010-1132-0001-0-1110-1000-057-057-0000-0 | 12/8/14 | 79.00 | .00 | Acct. corr K. Ju |
| GJ15-00160 | 72851 | (005594) 010-3301-3010-0-1110-1000-057-057-0000-0 | 12/8/14 | .00 | 1.15 | Acct. corr K. Ju |
| GJ15-00160 | 72851 | (030717) 010-3301-0001-0-1110-1000-057-057-0000-0 | 12/8/14 | 1.15 | .00 | Acct. corr K. Ju |
| GJ15-00160 | 72851 | (007960) 010-3501-3010-0-1110-1000-057-057-0000-0 | 12/8/14 | .00 | .04 | Acct. corr K. Ju |
| GJ15-00160 | 72851 | (030719) 010-3501-0001-0-1110-1000-057-057-0000-0 | 12/8/14 | .04 | .00 | Acct. corr K. Ju |
| GJ15-00160 | 72851 | (009613) 010-3601-3010-0-1110-1000-057-057-0000-0 | 12/8/14 | .00 | 2.59 | Acct. corr K. Ju |
| GJ15-00160 | 72851 | (030720) 010-3601-0001-0-1110-1000-057-057-0000-0 | 12/8/14 | 2.59 | .00 | Acct. corr K. Ju |
| GJ15-00160 | 72851 | (019997) 010-9110-0001-0- - - - - | 12/8/14 | .00 | 82.78 | Acct. corr K. Ju |
| GJ15-00160 | 72851 | (020321) 010-9110-3010-0- - - - - | 12/8/14 | 82.78 | .00 | Acct. corr K. Ju |
| GJ15-00161 | 72853 | (001600) 010-1132-3010-0-1110-1000-057-057-0000-0 | 12/8/14 | .00 | 116.00 | Acct corr M. Lo |
| GJ15-00161 | 72853 | (030714) 010-1132-0001-0-1110-1000-057-057-0000-0 | 12/8/14 | 116.00 | .00 | Acct corr M. Lo |
| GJ15-00161 | 72853 | (003833) 010-3101-3010-0-1110-1000-057-057-0000-0 | 12/8/14 | .00 | 10.30 | Acct corr M. Lo |
| GJ15-00161 | 72853 | (030715) 010-3101-0001-0-1110-1000-057-057-0000-0 | 12/8/14 | 10.30 | .00 | Acct corr M. Lo |
| GJ15-00161 | 72853 | (005594) 010-3301-3010-0-1110-1000-057-057-0000-0 | 12/8/14 | .00 | 1.68 | Acct corr M. Lo |
| GJ15-00161 | 72853 | (030717) 010-3301-0001-0-1110-1000-057-057-0000-0 | 12/8/14 | 1.68 | .00 | Acct corr M. Lo |
| GJ15-00161 | 72853 | (007960) 010-3501-3010-0-1110-1000-057-057-0000-0 | 12/8/14 | .00 | .06 | Acct corr M. Lo |
| GJ15-00161 | 72853 | (030719) 010-3501-0001-0-1110-1000-057-057-0000-0 | 12/8/14 | .06 | .00 | Acct corr M. Lo |
| GJ15-00161 | 72853 | (030719) 010-3501-0001-0-1110-1000-057-057-0000-0 | 12/8/14 | 3.80 | .00 | Acct corr M. Lo |
| GJ15-00161 | 72853 | (009613) 010-3601-3010-0-1110-1000-057-057-0000-0 | 12/8/14 | .00 | 3.80 | Acct corr M. Lo |
| GJ15-00161 | 72853 | (019997) 010-9110-0001-0- - - - - | 12/8/14 | .00 | 131.84 | Acct corr M. Lo |

OXNARD SCHOOL DISTRICT
Expenditure Transfer Report
#14-05 December 1, 2014 - December 31, 2014

| Journal Entry # | Link | Account # | Transaction Date | Debit | Credit | Comment |
|-----------------|-------|---|------------------|--------|--------|------------------|
| GJ15-00161 | 72853 | (020321) 010-9110-3010-0- - - - - | 12/8/14 | 131.84 | .00 | Acct corr M. Lo |
| GJ15-00162 | 72855 | (001600) 010-1132-3010-0-1110-1000-057-057-0000-0 | 12/8/14 | .00 | 232.00 | Acct. corr M. R |
| GJ15-00162 | 72855 | (030714) 010-1132-0001-0-1110-1000-057-057-0000-0 | 12/8/14 | 232.00 | .00 | Acct. corr M. R |
| GJ15-00162 | 72855 | (003833) 010-3101-3010-0-1110-1000-057-057-0000-0 | 12/8/14 | .00 | 20.60 | Acct. corr M. R |
| GJ15-00162 | 72855 | (030715) 010-3101-0001-0-1110-1000-057-057-0000-0 | 12/8/14 | 20.60 | .00 | Acct. corr M. R |
| GJ15-00162 | 72855 | (005594) 010-3301-3010-0-1110-1000-057-057-0000-0 | 12/8/14 | .00 | 3.36 | Acct. corr M. R |
| GJ15-00162 | 72855 | (030717) 010-3301-0001-0-1110-1000-057-057-0000-0 | 12/8/14 | 3.36 | .00 | Acct. corr M. R |
| GJ15-00162 | 72855 | (007960) 010-3501-3010-0-1110-1000-057-057-0000-0 | 12/8/14 | .00 | .12 | Acct. corr M. R |
| GJ15-00162 | 72855 | (030719) 010-3501-0001-0-1110-1000-057-057-0000-0 | 12/8/14 | .12 | .00 | Acct. corr M. R |
| GJ15-00162 | 72855 | (009613) 010-3601-3010-0-1110-1000-057-057-0000-0 | 12/8/14 | .00 | 7.61 | Acct. corr M. R |
| GJ15-00162 | 72855 | (030720) 010-3601-0001-0-1110-1000-057-057-0000-0 | 12/8/14 | 7.61 | .00 | Acct. corr M. R |
| GJ15-00162 | 72855 | (019997) 010-9110-0001-0- - - - - | 12/8/14 | .00 | 263.69 | Acct. corr M. R |
| GJ15-00162 | 72855 | (020321) 010-9110-3010-0- - - - - | 12/8/14 | 263.69 | .00 | Acct. corr M. R |
| GJ15-00163 | 72969 | (001600) 010-1132-3010-0-1110-1000-057-057-0000-0 | 12/8/14 | .00 | 348.00 | Acct. corr. S. R |
| GJ15-00163 | 72969 | (030714) 010-1132-0001-0-1110-1000-057-057-0000-0 | 12/8/14 | 348.00 | .00 | Acct. corr. S. R |
| GJ15-00163 | 72969 | (003833) 010-3101-3010-0-1110-1000-057-057-0000-0 | 12/8/14 | .00 | 30.90 | Acct. corr. S. R |
| GJ15-00163 | 72969 | (030715) 010-3101-0001-0-1110-1000-057-057-0000-0 | 12/8/14 | 30.90 | .00 | Acct. corr. S. R |
| GJ15-00163 | 72969 | (005594) 010-3301-3010-0-1110-1000-057-057-0000-0 | 12/8/14 | .00 | 5.05 | Acct. corr. S. R |
| GJ15-00163 | 72969 | (030717) 010-3301-0001-0-1110-1000-057-057-0000-0 | 12/8/14 | 5.05 | .00 | Acct. corr. S. R |
| GJ15-00163 | 72969 | (007960) 010-3501-3010-0-1110-1000-057-057-0000-0 | 12/8/14 | .00 | .17 | Acct. corr. S. R |
| GJ15-00163 | 72969 | (030719) 010-3501-0001-0-1110-1000-057-057-0000-0 | 12/8/14 | .17 | .00 | Acct. corr. S. R |
| GJ15-00163 | 72969 | (009613) 010-3601-3010-0-1110-1000-057-057-0000-0 | 12/8/14 | .00 | 11.42 | Acct. corr. S. R |
| GJ15-00163 | 72969 | (030720) 010-3601-0001-0-1110-1000-057-057-0000-0 | 12/8/14 | 11.42 | .00 | Acct. corr. S. R |
| GJ15-00163 | 72969 | (019997) 010-9110-0001-0- - - - - | 12/8/14 | .00 | 395.54 | Acct. corr. S. R |
| GJ15-00163 | 72969 | (020321) 010-9110-3010-0- - - - - | 12/8/14 | 395.54 | .00 | Acct. corr. S. R |
| GJ15-00164 | 72971 | (001600) 010-1132-3010-0-1110-1000-057-057-0000-0 | 12/8/14 | .00 | 348.00 | Acct. corr. D. M |
| GJ15-00164 | 72971 | (030714) 010-1132-0001-0-1110-1000-057-057-0000-0 | 12/8/14 | 348.00 | .00 | Acct. corr. D. M |
| GJ15-00164 | 72971 | (005594) 010-3301-3010-0-1110-1000-057-057-0000-0 | 12/8/14 | .00 | 5.05 | Acct. corr. D. M |
| GJ15-00164 | 72971 | (030717) 010-3301-0001-0-1110-1000-057-057-0000-0 | 12/8/14 | 5.05 | .00 | Acct. corr. D. M |
| GJ15-00164 | 72971 | (007960) 010-3501-3010-0-1110-1000-057-057-0000-0 | 12/8/14 | .00 | .17 | Acct. corr. D. M |
| GJ15-00164 | 72971 | (030719) 010-3501-0001-0-1110-1000-057-057-0000-0 | 12/8/14 | .17 | .00 | Acct. corr. D. M |
| GJ15-00164 | 72971 | (009613) 010-3601-3010-0-1110-1000-057-057-0000-0 | 12/8/14 | .00 | 11.42 | Acct. corr. D. M |
| GJ15-00164 | 72971 | (030720) 010-3601-0001-0-1110-1000-057-057-0000-0 | 12/8/14 | 11.42 | .00 | Acct. corr. D. M |
| GJ15-00164 | 72971 | (019997) 010-9110-0001-0- - - - - | 12/8/14 | .00 | 364.64 | Acct. corr. D. M |
| GJ15-00164 | 72971 | (020321) 010-9110-3010-0- - - - - | 12/8/14 | 364.64 | .00 | Acct. corr. D. M |
| GJ15-00165 | 72972 | (001600) 010-1132-3010-0-1110-1000-057-057-0000-0 | 12/8/14 | .00 | 116.00 | Acct. corr. L. M |
| GJ15-00165 | 72972 | (030714) 010-1132-0001-0-1110-1000-057-057-0000-0 | 12/8/14 | 116.00 | .00 | Acct. corr. L. M |

OXNARD SCHOOL DISTRICT
Expenditure Transfer Report
#14-05 December 1, 2014 - December 31, 2014

| Journal Entry # | Link | Account # | Transaction Date | Debit | Credit | Comment |
|-----------------|-------|---|------------------|--------|--------|-------------------|
| GJ15-00165 | 72972 | (003833) 010-3101-3010-0-1110-1000-057-057-0000-0 | 12/8/14 | .00 | 10.30 | Acct. corr. L. M |
| GJ15-00165 | 72972 | (030715) 010-3101-0001-0-1110-1000-057-057-0000-0 | 12/8/14 | 10.30 | .00 | Acct. corr. L. M |
| GJ15-00165 | 72972 | (005594) 010-3301-3010-0-1110-1000-057-057-0000-0 | 12/8/14 | .00 | 1.68 | Acct. corr. L. M |
| GJ15-00165 | 72972 | (030717) 010-3301-0001-0-1110-1000-057-057-0000-0 | 12/8/14 | 1.68 | .00 | Acct. corr. L. M |
| GJ15-00165 | 72972 | (007960) 010-3501-3010-0-1110-1000-057-057-0000-0 | 12/8/14 | .00 | .06 | Acct. corr. L. M |
| GJ15-00165 | 72972 | (030719) 010-3501-0001-0-1110-1000-057-057-0000-0 | 12/8/14 | .06 | .00 | Acct. corr. L. M |
| GJ15-00165 | 72972 | (009613) 010-3601-3010-0-1110-1000-057-057-0000-0 | 12/8/14 | .00 | 3.81 | Acct. corr. L. M |
| GJ15-00165 | 72972 | (030720) 010-3601-0001-0-1110-1000-057-057-0000-0 | 12/8/14 | 3.81 | .00 | Acct. corr. L. M |
| GJ15-00165 | 72972 | (019997) 010-9110-0001-0- - - - - | 12/8/14 | .00 | 131.85 | Acct. corr. L. M |
| GJ15-00165 | 72972 | (020321) 010-9110-3010-0- - - - - | 12/8/14 | 131.85 | .00 | Acct. corr. L. M |
| GJ15-00166 | 72973 | (001600) 010-1132-3010-0-1110-1000-057-057-0000-0 | 12/8/14 | .00 | 232.00 | Acct. corr. T. C |
| GJ15-00166 | 72973 | (030714) 010-1132-0001-0-1110-1000-057-057-0000-0 | 12/8/14 | 232.00 | .00 | Acct. corr. T. C |
| GJ15-00166 | 72973 | (003833) 010-3101-3010-0-1110-1000-057-057-0000-0 | 12/8/14 | .00 | 20.60 | Acct. corr. T. C |
| GJ15-00166 | 72973 | (030715) 010-3101-0001-0-1110-1000-057-057-0000-0 | 12/8/14 | 20.60 | .00 | Acct. corr. T. C |
| GJ15-00166 | 72973 | (005594) 010-3301-3010-0-1110-1000-057-057-0000-0 | 12/8/14 | .00 | 3.37 | Acct. corr. T. C |
| GJ15-00166 | 72973 | (030717) 010-3301-0001-0-1110-1000-057-057-0000-0 | 12/8/14 | 3.37 | .00 | Acct. corr. T. C |
| GJ15-00166 | 72973 | (007960) 010-3501-3010-0-1110-1000-057-057-0000-0 | 12/8/14 | .00 | .11 | Acct. corr. T. C |
| GJ15-00166 | 72973 | (030719) 010-3501-0001-0-1110-1000-057-057-0000-0 | 12/8/14 | .11 | .00 | Acct. corr. T. C |
| GJ15-00166 | 72973 | (009613) 010-3601-3010-0-1110-1000-057-057-0000-0 | 12/8/14 | .00 | 7.60 | Acct. corr. T. C |
| GJ15-00166 | 72973 | (030720) 010-3601-0001-0-1110-1000-057-057-0000-0 | 12/8/14 | 7.60 | .00 | Acct. corr. T. C |
| GJ15-00166 | 72973 | (019997) 010-9110-0001-0- - - - - | 12/8/14 | .00 | 263.68 | Acct. corr. T. C |
| GJ15-00166 | 72973 | (020321) 010-9110-3010-0- - - - - | 12/8/14 | 263.68 | .00 | Acct. corr. T. C |
| GJ15-00167 | 72974 | (001600) 010-1132-3010-0-1110-1000-057-057-0000-0 | 12/8/14 | .00 | 116.00 | Acct. corr. L. Jæ |
| GJ15-00167 | 72974 | (030714) 010-1132-0001-0-1110-1000-057-057-0000-0 | 12/8/14 | 116.00 | .00 | Acct. corr. L. Jæ |
| GJ15-00167 | 72974 | (005594) 010-3301-3010-0-1110-1000-057-057-0000-0 | 12/8/14 | .00 | 8.91 | Acct. corr. L. Jæ |
| GJ15-00167 | 72974 | (030717) 010-3301-0001-0-1110-1000-057-057-0000-0 | 12/8/14 | 8.91 | .00 | Acct. corr. L. Jæ |
| GJ15-00167 | 72974 | (007960) 010-3501-3010-0-1110-1000-057-057-0000-0 | 12/8/14 | .00 | .04 | Acct. corr. L. Jæ |
| GJ15-00167 | 72974 | (030719) 010-3501-0001-0-1110-1000-057-057-0000-0 | 12/8/14 | .04 | .00 | Acct. corr. L. Jæ |
| GJ15-00167 | 72974 | (009613) 010-3601-3010-0-1110-1000-057-057-0000-0 | 12/8/14 | .00 | 3.81 | Acct. corr. L. Jæ |
| GJ15-00167 | 72974 | (030720) 010-3601-0001-0-1110-1000-057-057-0000-0 | 12/8/14 | 3.81 | .00 | Acct. corr. L. Jæ |
| GJ15-00167 | 72974 | (019997) 010-9110-0001-0- - - - - | 12/8/14 | .00 | 128.76 | Acct. corr. L. Jæ |
| GJ15-00167 | 72974 | (020321) 010-9110-3010-0- - - - - | 12/8/14 | 128.76 | .00 | Acct. corr. L. Jæ |
| GJ15-00168 | 72975 | (001600) 010-1132-3010-0-1110-1000-057-057-0000-0 | 12/8/14 | .00 | 116.00 | Acct. corr L. Dæ |
| GJ15-00168 | 72975 | (030714) 010-1132-0001-0-1110-1000-057-057-0000-0 | 12/8/14 | 116.00 | .00 | Acct. corr L. Dæ |
| GJ15-00168 | 72975 | (005594) 010-3301-3010-0-1110-1000-057-057-0000-0 | 12/8/14 | .00 | 1.68 | Acct. corr L. Dæ |
| GJ15-00168 | 72975 | (030717) 010-3301-0001-0-1110-1000-057-057-0000-0 | 12/8/14 | 1.68 | .00 | Acct. corr L. Dæ |
| GJ15-00168 | 72975 | (007960) 010-3501-3010-0-1110-1000-057-057-0000-0 | 12/8/14 | .00 | .06 | Acct. corr L. Dæ |

OXNARD SCHOOL DISTRICT
Expenditure Transfer Report
#14-05 December 1, 2014 - December 31, 2014

| Journal Entry # | Link | Account # | Transaction Date | Debit | Credit | Comment |
|-----------------|-------|---|------------------|--------|--------|------------------|
| GJ15-00168 | 72975 | (030719) 010-3501-0001-0-1110-1000-057-057-0000-0 | 12/8/14 | .06 | .00 | Acct. corr L. Dæ |
| GJ15-00168 | 72975 | (009613) 010-3601-3010-0-1110-1000-057-057-0000-0 | 12/8/14 | .00 | 3.81 | Acct. corr L. Dæ |
| GJ15-00168 | 72975 | (030720) 010-3601-0001-0-1110-1000-057-057-0000-0 | 12/8/14 | 3.81 | .00 | Acct. corr L. Dæ |
| GJ15-00168 | 72975 | (019997) 010-9110-0001-0- - - - - | 12/8/14 | .00 | 121.55 | Acct. corr L. Dæ |
| GJ15-00168 | 72975 | (020321) 010-9110-3010-0- - - - - | 12/8/14 | 121.55 | .00 | Acct. corr L. Dæ |
| GJ15-00169 | 72976 | (001600) 010-1132-3010-0-1110-1000-057-057-0000-0 | 12/8/14 | .00 | 116.00 | Acct. corr. C. M |
| GJ15-00169 | 72976 | (030714) 010-1132-0001-0-1110-1000-057-057-0000-0 | 12/8/14 | 116.00 | .00 | Acct. corr. C. M |
| GJ15-00169 | 72976 | (003833) 010-3101-3010-0-1110-1000-057-057-0000-0 | 12/8/14 | .00 | 10.31 | Acct. corr. C. M |
| GJ15-00169 | 72976 | (030715) 010-3101-0001-0-1110-1000-057-057-0000-0 | 12/8/14 | 10.31 | .00 | Acct. corr. C. M |
| GJ15-00169 | 72976 | (005594) 010-3301-3010-0-1110-1000-057-057-0000-0 | 12/8/14 | .00 | 1.68 | Acct. corr. C. M |
| GJ15-00169 | 72976 | (030717) 010-3301-0001-0-1110-1000-057-057-0000-0 | 12/8/14 | 1.68 | .00 | Acct. corr. C. M |
| GJ15-00169 | 72976 | (007960) 010-3501-3010-0-1110-1000-057-057-0000-0 | 12/8/14 | .00 | .06 | Acct. corr. C. M |
| GJ15-00169 | 72976 | (030719) 010-3501-0001-0-1110-1000-057-057-0000-0 | 12/8/14 | .06 | .00 | Acct. corr. C. M |
| GJ15-00169 | 72976 | (009613) 010-3601-3010-0-1110-1000-057-057-0000-0 | 12/8/14 | .00 | 3.81 | Acct. corr. C. M |
| GJ15-00169 | 72976 | (030720) 010-3601-0001-0-1110-1000-057-057-0000-0 | 12/8/14 | 3.81 | .00 | Acct. corr. C. M |
| GJ15-00169 | 72976 | (019997) 010-9110-0001-0- - - - - | 12/8/14 | .00 | 131.86 | Acct. corr. C. M |
| GJ15-00169 | 72976 | (020321) 010-9110-3010-0- - - - - | 12/8/14 | 131.86 | .00 | Acct. corr. C. M |
| GJ15-00170 | 72977 | (001600) 010-1132-3010-0-1110-1000-057-057-0000-0 | 12/8/14 | .00 | 158.00 | Acct. corr. A. D |
| GJ15-00170 | 72977 | (030714) 010-1132-0001-0-1110-1000-057-057-0000-0 | 12/8/14 | 158.00 | .00 | Acct. corr. A. D |
| GJ15-00170 | 72977 | (005594) 010-3301-3010-0-1110-1000-057-057-0000-0 | 12/8/14 | .00 | 2.29 | Acct. corr. A. D |
| GJ15-00170 | 72977 | (030717) 010-3301-0001-0-1110-1000-057-057-0000-0 | 12/8/14 | 2.29 | .00 | Acct. corr. A. D |
| GJ15-00170 | 72977 | (007960) 010-3501-3010-0-1110-1000-057-057-0000-0 | 12/8/14 | .00 | .08 | Acct. corr. A. D |
| GJ15-00170 | 72977 | (030719) 010-3501-0001-0-1110-1000-057-057-0000-0 | 12/8/14 | .08 | .00 | Acct. corr. A. D |
| GJ15-00170 | 72977 | (009613) 010-3601-3010-0-1110-1000-057-057-0000-0 | 12/8/14 | .00 | 5.18 | Acct. corr. A. D |
| GJ15-00170 | 72977 | (030720) 010-3601-0001-0-1110-1000-057-057-0000-0 | 12/8/14 | 5.18 | .00 | Acct. corr. A. D |
| GJ15-00170 | 72977 | (019997) 010-9110-0001-0- - - - - | 12/8/14 | .00 | 165.55 | Acct. corr. A. D |
| GJ15-00170 | 72977 | (020321) 010-9110-3010-0- - - - - | 12/8/14 | 165.55 | .00 | Acct. corr. A. D |
| GJ15-00171 | 72979 | (001600) 010-1132-3010-0-1110-1000-057-057-0000-0 | 12/9/14 | .00 | 116.00 | Acct. corr. S. D |
| GJ15-00171 | 72979 | (030714) 010-1132-0001-0-1110-1000-057-057-0000-0 | 12/9/14 | 116.00 | .00 | Acct. corr. S. D |
| GJ15-00171 | 72979 | (005594) 010-3301-3010-0-1110-1000-057-057-0000-0 | 12/9/14 | .00 | 8.87 | Acct. corr. S. D |
| GJ15-00171 | 72979 | (005594) 010-3301-3010-0-1110-1000-057-057-0000-0 | 12/9/14 | 8.87 | .00 | Acct. corr. S. D |
| GJ15-00171 | 72979 | (007960) 010-3501-3010-0-1110-1000-057-057-0000-0 | 12/9/14 | .00 | .06 | Acct. corr. S. D |
| GJ15-00171 | 72979 | (007960) 010-3501-3010-0-1110-1000-057-057-0000-0 | 12/9/14 | .06 | .00 | Acct. corr. S. D |
| GJ15-00171 | 72979 | (009613) 010-3601-3010-0-1110-1000-057-057-0000-0 | 12/9/14 | .00 | 3.80 | Acct. corr. S. D |
| GJ15-00171 | 72979 | (009613) 010-3601-3010-0-1110-1000-057-057-0000-0 | 12/9/14 | 3.80 | .00 | Acct. corr. S. D |
| GJ15-00171 | 72979 | (019997) 010-9110-0001-0- - - - - | 12/9/14 | .00 | 116.00 | Acct. corr. S. D |
| GJ15-00171 | 72979 | (020321) 010-9110-3010-0- - - - - | 12/9/14 | 116.00 | .00 | Acct. corr. S. D |

OXNARD SCHOOL DISTRICT
Expenditure Transfer Report
#14-05 December 1, 2014 - December 31, 2014

| Journal Entry # | Link | Account # | Transaction Date | Debit | Credit | Comment |
|-----------------|-------|---|------------------|----------|----------|------------------|
| GJ15-00172 | 72982 | (001600) 010-1132-3010-0-1110-1000-057-057-0000-0 | 12/9/14 | 116.00 | .00 | Acct. corr. S. D |
| GJ15-00172 | 72982 | (030714) 010-1132-0001-0-1110-1000-057-057-0000-0 | 12/9/14 | .00 | 116.00 | Acct. corr. S. D |
| GJ15-00172 | 72982 | (005594) 010-3301-3010-0-1110-1000-057-057-0000-0 | 12/9/14 | 8.87 | .00 | Acct. corr. S. D |
| GJ15-00172 | 72982 | (030717) 010-3301-0001-0-1110-1000-057-057-0000-0 | 12/9/14 | .00 | 8.87 | Acct. corr. S. D |
| GJ15-00172 | 72982 | (007960) 010-3501-3010-0-1110-1000-057-057-0000-0 | 12/9/14 | .06 | .00 | Acct. corr. S. D |
| GJ15-00172 | 72982 | (030719) 010-3501-0001-0-1110-1000-057-057-0000-0 | 12/9/14 | .00 | .06 | Acct. corr. S. D |
| GJ15-00172 | 72982 | (009613) 010-3601-3010-0-1110-1000-057-057-0000-0 | 12/9/14 | 3.80 | .00 | Acct. corr. S. D |
| GJ15-00172 | 72982 | (030720) 010-3601-0001-0-1110-1000-057-057-0000-0 | 12/9/14 | .00 | 3.80 | Acct. corr. S. D |
| GJ15-00172 | 72982 | (019997) 010-9110-0001-0- - - - - | 12/9/14 | 128.73 | .00 | Acct. corr. S. D |
| GJ15-00172 | 72982 | (020321) 010-9110-3010-0- - - - - | 12/9/14 | .00 | 128.73 | Acct. corr. S. D |
| GJ15-00173 | 72983 | (001600) 010-1132-3010-0-1110-1000-057-057-0000-0 | 12/9/14 | .00 | 158.00 | Acct corr. M. L2 |
| GJ15-00173 | 72983 | (030714) 010-1132-0001-0-1110-1000-057-057-0000-0 | 12/9/14 | 158.00 | .00 | Acct corr. M. L2 |
| GJ15-00173 | 72983 | (003833) 010-3101-3010-0-1110-1000-057-057-0000-0 | 12/9/14 | .00 | 14.02 | Acct corr. M. L2 |
| GJ15-00173 | 72983 | (030715) 010-3101-0001-0-1110-1000-057-057-0000-0 | 12/9/14 | 14.02 | .00 | Acct corr. M. L2 |
| GJ15-00173 | 72983 | (005594) 010-3301-3010-0-1110-1000-057-057-0000-0 | 12/9/14 | .00 | 2.28 | Acct corr. M. L2 |
| GJ15-00173 | 72983 | (030717) 010-3301-0001-0-1110-1000-057-057-0000-0 | 12/9/14 | 2.28 | .00 | Acct corr. M. L2 |
| GJ15-00173 | 72983 | (007960) 010-3501-3010-0-1110-1000-057-057-0000-0 | 12/9/14 | .00 | .08 | Acct corr. M. L2 |
| GJ15-00173 | 72983 | (030719) 010-3501-0001-0-1110-1000-057-057-0000-0 | 12/9/14 | .08 | .00 | Acct corr. M. L2 |
| GJ15-00173 | 72983 | (009613) 010-3601-3010-0-1110-1000-057-057-0000-0 | 12/9/14 | .00 | 5.18 | Acct corr. M. L2 |
| GJ15-00173 | 72983 | (030720) 010-3601-0001-0-1110-1000-057-057-0000-0 | 12/9/14 | 5.18 | .00 | Acct corr. M. L2 |
| GJ15-00173 | 72983 | (019997) 010-9110-0001-0- - - - - | 12/9/14 | .00 | 179.56 | Acct corr. M. L2 |
| GJ15-00173 | 72983 | (020321) 010-9110-3010-0- - - - - | 12/9/14 | 179.56 | .00 | Acct corr. M. L2 |
| GJ15-00174 | 72838 | (020488) 010-8699-0000-0-0000-0000-000-000-0000-0 | 12/8/14 | 610.00 | .00 | Correction to re |
| GJ15-00174 | 72838 | (034912) 010-8699-0150-0-0000-0000-000-000-0000-0 | 12/8/14 | .00 | 610.00 | Correction to re |
| GJ15-00174 | 72838 | (020488) 010-8699-0000-0-0000-0000-000-000-0000-0 | 12/8/14 | 1,470.00 | .00 | Correction to re |
| GJ15-00174 | 72838 | (034912) 010-8699-0150-0-0000-0000-000-000-0000-0 | 12/8/14 | .00 | 1,470.00 | Correction to re |
| GJ15-00174 | 72838 | (020488) 010-8699-0000-0-0000-0000-000-000-0000-0 | 12/8/14 | 920.00 | .00 | Correction to re |
| GJ15-00174 | 72838 | (034912) 010-8699-0150-0-0000-0000-000-000-0000-0 | 12/8/14 | .00 | 920.00 | Correction to re |
| GJ15-00174 | 72838 | (020488) 010-8699-0000-0-0000-0000-000-000-0000-0 | 12/8/14 | 880.00 | .00 | Correction to re |
| GJ15-00174 | 72838 | (034912) 010-8699-0150-0-0000-0000-000-000-0000-0 | 12/8/14 | .00 | 880.00 | Correction to re |
| GJ15-00174 | 72838 | (020488) 010-8699-0000-0-0000-0000-000-000-0000-0 | 12/8/14 | 760.00 | .00 | Correction to re |
| GJ15-00174 | 72838 | (034912) 010-8699-0150-0-0000-0000-000-000-0000-0 | 12/8/14 | .00 | 760.00 | Correction to re |
| GJ15-00174 | 72838 | (020488) 010-8699-0000-0-0000-0000-000-000-0000-0 | 12/8/14 | 1,130.00 | .00 | Correction to re |
| GJ15-00174 | 72838 | (034912) 010-8699-0150-0-0000-0000-000-000-0000-0 | 12/8/14 | .00 | 1,130.00 | Correction to re |
| GJ15-00174 | 72838 | (020488) 010-8699-0000-0-0000-0000-000-000-0000-0 | 12/8/14 | 1,290.00 | .00 | Correction to re |
| GJ15-00174 | 72838 | (034912) 010-8699-0150-0-0000-0000-000-000-0000-0 | 12/8/14 | .00 | 1,290.00 | Correction to re |
| GJ15-00174 | 72838 | (020488) 010-8699-0000-0-0000-0000-000-000-0000-0 | 12/8/14 | 350.00 | .00 | Correction to re |

OXNARD SCHOOL DISTRICT
Expenditure Transfer Report
#14-05 December 1, 2014 - December 31, 2014

| Journal Entry # | Link | Account # | Transaction Date | Debit | Credit | Comment |
|-----------------|-------|---|------------------|-----------|-----------|-------------------|
| GJ15-00174 | 72838 | (034912) 010-8699-0150-0-0000-0000-000-000-0000-0 | 12/8/14 | .00 | 350.00 | Correction to re |
| GJ15-00174 | 72838 | (020488) 010-8699-0000-0-0000-0000-000-000-0000-0 | 12/8/14 | 44.00 | .00 | Correction to re |
| GJ15-00174 | 72838 | (034912) 010-8699-0150-0-0000-0000-000-000-0000-0 | 12/8/14 | .00 | 44.00 | Correction to re |
| GJ15-00174 | 72838 | (020488) 010-8699-0000-0-0000-0000-000-000-0000-0 | 12/8/14 | 1,180.00 | .00 | Correction to re |
| GJ15-00174 | 72838 | (034912) 010-8699-0150-0-0000-0000-000-000-0000-0 | 12/8/14 | .00 | 1,180.00 | Correction to re |
| GJ15-00174 | 72838 | (020488) 010-8699-0000-0-0000-0000-000-000-0000-0 | 12/8/14 | 1,100.00 | .00 | Correction to re |
| GJ15-00174 | 72838 | (034912) 010-8699-0150-0-0000-0000-000-000-0000-0 | 12/8/14 | .00 | 1,100.00 | Correction to re |
| GJ15-00174 | 72838 | (020488) 010-8699-0000-0-0000-0000-000-000-0000-0 | 12/8/14 | 1,280.00 | .00 | Correction to re |
| GJ15-00174 | 72838 | (034912) 010-8699-0150-0-0000-0000-000-000-0000-0 | 12/8/14 | .00 | 1,280.00 | Correction to re |
| GJ15-00174 | 72838 | (020488) 010-8699-0000-0-0000-0000-000-000-0000-0 | 12/8/14 | 930.00 | .00 | Correction to re |
| GJ15-00174 | 72838 | (034912) 010-8699-0150-0-0000-0000-000-000-0000-0 | 12/8/14 | .00 | 930.00 | Correction to re |
| GJ15-00174 | 72838 | (020488) 010-8699-0000-0-0000-0000-000-000-0000-0 | 12/8/14 | 620.00 | .00 | Correction to re |
| GJ15-00174 | 72838 | (034912) 010-8699-0150-0-0000-0000-000-000-0000-0 | 12/8/14 | .00 | 620.00 | Correction to re |
| GJ15-00174 | 72838 | (020488) 010-8699-0000-0-0000-0000-000-000-0000-0 | 12/8/14 | 190.00 | .00 | Correction to re |
| GJ15-00174 | 72838 | (034912) 010-8699-0150-0-0000-0000-000-000-0000-0 | 12/8/14 | .00 | 190.00 | Correction to re |
| GJ15-00174 | 72838 | (020488) 010-8699-0000-0-0000-0000-000-000-0000-0 | 12/8/14 | 1,990.00 | .00 | Correction to re |
| GJ15-00174 | 72838 | (034912) 010-8699-0150-0-0000-0000-000-000-0000-0 | 12/8/14 | .00 | 1,990.00 | Correction to re |
| GJ15-00174 | 72838 | (034912) 010-8699-0150-0-0000-0000-000-000-0000-0 | 12/8/14 | .00 | 1,960.00 | Correction to re |
| GJ15-00174 | 72838 | (020488) 010-8699-0000-0-0000-0000-000-000-0000-0 | 12/8/14 | 1,960.00 | .00 | Correction to re |
| GJ15-00174 | 72838 | (019994) 010-9110-0000-0- - - - - | 12/8/14 | .00 | 16,704.00 | Correction to re |
| GJ15-00174 | 72838 | (034910) 010-9110-0150-0- - - - - | 12/8/14 | 16,704.00 | .00 | Correction to re |
| GJ15-00175 | 72990 | (015265) 010-5712-6010-0-1110-1000-001-315-0000-0 | 12/9/14 | 95.60 | .00 | District Field Tr |
| GJ15-00175 | 72990 | (035473) 010-5712-9015-0-4760-1000-001-330-MIGR-0 | 12/9/14 | 216.67 | .00 | District Field Tr |
| GJ15-00175 | 72990 | (022855) 010-5712-0000-0-0000-3600-003-000-0000-0 | 12/9/14 | .00 | 312.27 | District Field Tr |
| GJ15-00175 | 72990 | (019994) 010-9110-0000-0- - - - - | 12/9/14 | 312.27 | .00 | District Field Tr |
| GJ15-00175 | 72990 | (020716) 010-9110-6010-0- - - - - | 12/9/14 | .00 | 95.60 | District Field Tr |
| GJ15-00175 | 72990 | (020105) 010-9110-9015-0- - - - - | 12/9/14 | .00 | 216.67 | District Field Tr |
| GJ15-00176 | 73110 | (015285) 010-5712-0790-0-4760-1000-048-048-0000-0 | 12/10/14 | 163.32 | .00 | Durham Recha |
| GJ15-00176 | 73110 | (015304) 010-5712-9012-0-1110-1000-038-038-0093-9 | 12/10/14 | 180.60 | .00 | Durham Recha |
| GJ15-00176 | 73110 | (015281) 010-5712-0790-0-4760-1000-041-041-0000-0 | 12/10/14 | 95.73 | .00 | Durham Recha |
| GJ15-00176 | 73110 | (015306) 010-5712-9012-0-1110-1000-041-041-0093-9 | 12/10/14 | 151.14 | .00 | Durham Recha |
| GJ15-00176 | 73110 | (015282) 010-5712-0790-0-4760-1000-042-042-0000-0 | 12/10/14 | 345.25 | .00 | Durham Recha |
| GJ15-00176 | 73110 | (015284) 010-5712-0790-0-4760-1000-046-046-0000-0 | 12/10/14 | 278.77 | .00 | Durham Recha |
| GJ15-00176 | 73110 | (015316) 010-5712-9012-0-1110-1000-053-053-0093-9 | 12/10/14 | 267.25 | .00 | Durham Recha |
| GJ15-00176 | 73110 | (015289) 010-5712-0790-0-4760-1000-054-054-0000-0 | 12/10/14 | 145.15 | .00 | Durham Recha |
| GJ15-00176 | 73110 | (035473) 010-5712-9015-0-4760-1000-001-330-MIGR-0 | 12/10/14 | 1,080.46 | .00 | Durham Recha |
| GJ15-00176 | 73110 | (015324) 010-5712-9012-0-1110-1000-066-066-0093-9 | 12/10/14 | 265.92 | .00 | Durham Recha |

OXNARD SCHOOL DISTRICT
Expenditure Transfer Report
#14-05 December 1, 2014 - December 31, 2014

| Journal Entry # | Link | Account # | Transaction Date | Debit | Credit | Comment |
|-----------------|-------|---|------------------|----------|----------|-------------------|
| GJ15-00176 | 73110 | (031074) 010-5712-0001-0-1110-1000-058-058-0000-0 | 12/10/14 | 258.39 | .00 | Durham Recha |
| GJ15-00176 | 73110 | (015301) 010-5712-9012-0-1110-1000-032-032-0093-9 | 12/10/14 | 121.22 | .00 | Durham Recha |
| GJ15-00176 | 73110 | (022855) 010-5712-0000-0-0000-3600-003-000-0000-0 | 12/10/14 | .00 | 3,353.20 | Durham Recha |
| GJ15-00176 | 73110 | (019994) 010-9110-0000-0- - - - - | 12/10/14 | 3,353.20 | .00 | Durham Recha |
| GJ15-00176 | 73110 | (019997) 010-9110-0001-0- - - - - | 12/10/14 | .00 | 258.39 | Durham Recha |
| GJ15-00176 | 73110 | (023193) 010-9110-0790-0- - - - - | 12/10/14 | .00 | 1,028.22 | Durham Recha |
| GJ15-00176 | 73110 | (020096) 010-9110-9012-0- - - - - | 12/10/14 | .00 | 986.13 | Durham Recha |
| GJ15-00176 | 73110 | (020105) 010-9110-9015-0- - - - - | 12/10/14 | .00 | 1,080.46 | Durham Recha |
| GJ15-00177 | 73177 | (015265) 010-5712-6010-0-1110-1000-001-315-0000-0 | 12/10/14 | 110.67 | .00 | District Field Tr |
| GJ15-00177 | 73177 | (022855) 010-5712-0000-0-0000-3600-003-000-0000-0 | 12/10/14 | .00 | 110.67 | District Field Tr |
| GJ15-00177 | 73177 | (019994) 010-9110-0000-0- - - - - | 12/10/14 | 110.67 | .00 | District Field Tr |
| GJ15-00177 | 73177 | (020716) 010-9110-6010-0- - - - - | 12/10/14 | .00 | 110.67 | District Field Tr |
| GJ15-00178 | 73647 | (015265) 010-5712-6010-0-1110-1000-001-315-0000-0 | 12/11/14 | 120.94 | .00 | District Field Tr |
| GJ15-00178 | 73647 | (022855) 010-5712-0000-0-0000-3600-003-000-0000-0 | 12/11/14 | .00 | 120.94 | District Field Tr |
| GJ15-00178 | 73647 | (019994) 010-9110-0000-0- - - - - | 12/11/14 | 120.94 | .00 | District Field Tr |
| GJ15-00178 | 73647 | (020716) 010-9110-6010-0- - - - - | 12/11/14 | .00 | 120.94 | District Field Tr |
| GJ15-00180 | 74284 | (018859) 130-8634-5310-0-0000-0000-000-000-0000-0 | 12/16/14 | .00 | 100.00 | Pay pal accoun |
| GJ15-00180 | 74284 | (018870) 130-9130-5310-0-0000-0000-000-000-0000-0 | 12/16/14 | 100.00 | .00 | Pay pal accoun |
| GJ15-00181 | 74401 | (002794) 010-2400-9015-0-0000-2700-001-910-0000-5 | 12/17/14 | .00 | 783.19 | Aug 14 corr J. I |
| GJ15-00181 | 74401 | (002669) 010-2400-0000-0-0000-2700-001-910-0590-5 | 12/17/14 | 783.19 | .00 | Aug 14 corr J. I |
| GJ15-00181 | 74401 | (005263) 010-3202-9015-0-0000-2700-001-910-0000-5 | 12/17/14 | .00 | 92.20 | Aug 14 corr J. I |
| GJ15-00181 | 74401 | (004377) 010-3202-0000-0-0000-2700-001-910-0590-5 | 12/17/14 | 92.20 | .00 | Aug 14 corr J. I |
| GJ15-00181 | 74401 | (006897) 010-3302-9015-0-0000-2700-001-910-0000-5 | 12/17/14 | .00 | 49.47 | Aug 14 corr J. I |
| GJ15-00181 | 74401 | (005941) 010-3302-0000-0-0000-2700-001-910-0590-5 | 12/17/14 | 49.47 | .00 | Aug 14 corr J. I |
| GJ15-00181 | 74401 | (007634) 010-3402-9015-0-0000-2700-001-910-0000-5 | 12/17/14 | .00 | 301.71 | Aug 14 corr J. I |
| GJ15-00181 | 74401 | (007228) 010-3402-0000-0-0000-2700-001-910-0590-5 | 12/17/14 | 301.71 | .00 | Aug 14 corr J. I |
| GJ15-00181 | 74401 | (009273) 010-3502-9015-0-0000-2700-001-910-0000-5 | 12/17/14 | .00 | .33 | Aug 14 corr J. I |
| GJ15-00181 | 74401 | (008316) 010-3502-0000-0-0000-2700-001-910-0590-5 | 12/17/14 | .33 | .00 | Aug 14 corr J. I |
| GJ15-00181 | 74401 | (010943) 010-3602-9015-0-0000-2700-001-910-0000-5 | 12/17/14 | .00 | 25.71 | Aug 14 corr J. I |
| GJ15-00181 | 74401 | (009972) 010-3602-0000-0-0000-2700-001-910-0590-5 | 12/17/14 | 25.71 | .00 | Aug 14 corr J. I |
| GJ15-00181 | 74401 | (011632) 010-3702-9015-0-0000-2700-001-910-0000-5 | 12/17/14 | .00 | 90.30 | Aug 14 corr J. I |
| GJ15-00181 | 74401 | (011259) 010-3702-0000-0-0000-2700-001-910-0590-5 | 12/17/14 | 90.30 | .00 | Aug 14 corr J. I |
| GJ15-00181 | 74401 | (012382) 010-3752-9015-0-0000-2700-001-910-0000-5 | 12/17/14 | .00 | 4.70 | Aug 14 corr J. I |
| GJ15-00181 | 74401 | (011978) 010-3752-0000-0-0000-2700-001-910-0590-5 | 12/17/14 | 4.70 | .00 | Aug 14 corr J. I |
| GJ15-00181 | 74401 | (019994) 010-9110-0000-0- - - - - | 12/17/14 | .00 | 1,347.61 | Aug 14 corr J. I |
| GJ15-00181 | 74401 | (020105) 010-9110-9015-0- - - - - | 12/17/14 | 1,347.61 | .00 | Aug 14 corr J. I |
| GJ15-00182 | 74409 | (023193) 010-9110-0790-0- - - - - | 12/17/14 | .00 | 673.63 | AR acct corr |

OXNARD SCHOOL DISTRICT
Expenditure Transfer Report
#14-05 December 1, 2014 - December 31, 2014

| Journal Entry # | Link | Account # | Transaction Date | Debit | Credit | Comment |
|-----------------|-------|---|------------------|----------|----------|-------------------|
| GJ15-00182 | 74409 | (020063) 010-9110-7090-0- - - - - | 12/17/14 | 673.63 | .00 | AR acct corr |
| GJ15-00182 | 74409 | (034298) 010-9200-7090-0- - - - - | 12/17/14 | .00 | 673.63 | AR acct corr |
| GJ15-00182 | 74409 | (032810) 010-9200-0790-0- - - - - | 12/17/14 | 673.63 | .00 | AR acct corr |
| GJ15-00183 | 74406 | (035473) 010-5712-9015-0-4760-1000-001-330-MIGR-0 | 12/17/14 | 377.07 | .00 | District Field Tr |
| GJ15-00183 | 74406 | (015265) 010-5712-6010-0-1110-1000-001-315-0000-0 | 12/17/14 | 320.21 | .00 | District Field Tr |
| GJ15-00183 | 74406 | (022855) 010-5712-0000-0-0000-3600-003-000-0000-0 | 12/17/14 | .00 | 697.28 | District Field Tr |
| GJ15-00183 | 74406 | (019994) 010-9110-0000-0- - - - - | 12/17/14 | 697.28 | .00 | District Field Tr |
| GJ15-00183 | 74406 | (020716) 010-9110-6010-0- - - - - | 12/17/14 | .00 | 320.21 | District Field Tr |
| GJ15-00183 | 74406 | (020105) 010-9110-9015-0- - - - - | 12/17/14 | .00 | 377.07 | District Field Tr |
| GJ15-00184 | 74523 | (030987) 010-1122-0001-0-1110-1000-044-044-0000-0 | 12/17/14 | .00 | 2,844.00 | Arevalo, Alex |
| GJ15-00184 | 74523 | (001590) 010-1132-3010-0-1110-1000-044-044-0000-0 | 12/17/14 | 2,844.00 | .00 | Arevalo, Alex |
| GJ15-00184 | 74523 | (005575) 010-3301-3010-0-1110-1000-044-044-0000-0 | 12/17/14 | 41.24 | .00 | Arevalo, Alex |
| GJ15-00184 | 74523 | (031026) 010-3301-0001-0-1110-1000-044-044-0000-0 | 12/17/14 | .00 | 41.24 | Arevalo, Alex |
| GJ15-00184 | 74523 | (007941) 010-3501-3010-0-1110-1000-044-044-0000-0 | 12/17/14 | 1.42 | .00 | Arevalo, Alex |
| GJ15-00184 | 74523 | (031028) 010-3501-0001-0-1110-1000-044-044-0000-0 | 12/17/14 | .00 | 1.42 | Arevalo, Alex |
| GJ15-00184 | 74523 | (019997) 010-9110-0001-0- - - - - | 12/17/14 | 2,886.66 | .00 | Arevalo, Alex |
| GJ15-00184 | 74523 | (020321) 010-9110-3010-0- - - - - | 12/17/14 | .00 | 2,886.66 | Arevalo, Alex |
| GJ15-00185 | 74650 | (001412) 010-1122-3010-0-1110-1000-044-044-0000-0 | 12/18/14 | 700.00 | .00 | Teacher E.Helç |
| GJ15-00185 | 74650 | (030987) 010-1122-0001-0-1110-1000-044-044-0000-0 | 12/18/14 | .00 | 700.00 | Teacher E.Helç |
| GJ15-00185 | 74650 | (003814) 010-3101-3010-0-1110-1000-044-044-0000-0 | 12/18/14 | 62.16 | .00 | Teacher E.Helç |
| GJ15-00185 | 74650 | (031024) 010-3101-0001-0-1110-1000-044-044-0000-0 | 12/18/14 | .00 | 62.16 | Teacher E.Helç |
| GJ15-00185 | 74650 | (005575) 010-3301-3010-0-1110-1000-044-044-0000-0 | 12/18/14 | 10.15 | .00 | Teacher E.Helç |
| GJ15-00185 | 74650 | (031026) 010-3301-0001-0-1110-1000-044-044-0000-0 | 12/18/14 | .00 | 10.15 | Teacher E.Helç |
| GJ15-00185 | 74650 | (007941) 010-3501-3010-0-1110-1000-044-044-0000-0 | 12/18/14 | .34 | .00 | Teacher E.Helç |
| GJ15-00185 | 74650 | (031028) 010-3501-0001-0-1110-1000-044-044-0000-0 | 12/18/14 | .00 | .34 | Teacher E.Helç |
| GJ15-00185 | 74650 | (009594) 010-3601-3010-0-1110-1000-044-044-0000-0 | 12/18/14 | 23.02 | .00 | Teacher E.Helç |
| GJ15-00185 | 74650 | (031029) 010-3601-0001-0-1110-1000-044-044-0000-0 | 12/18/14 | .00 | 23.02 | Teacher E.Helç |
| GJ15-00185 | 74650 | (019997) 010-9110-0001-0- - - - - | 12/18/14 | 795.67 | .00 | Teacher E.Helç |
| GJ15-00185 | 74650 | (020321) 010-9110-3010-0- - - - - | 12/18/14 | .00 | 795.67 | Teacher E.Helç |
| GJ15-00186 | 74651 | (030811) 010-2201-0790-0-0000-8200-044-044-0000-0 | 12/18/14 | 105.84 | .00 | Pardo, Refugio |
| GJ15-00186 | 74651 | (029758) 010-2201-3010-0-0000-8200-044-044-0000-0 | 12/18/14 | .00 | 105.84 | Pardo, Refugio |
| GJ15-00186 | 74651 | (030813) 010-3202-0790-0-0000-8200-044-044-0000-0 | 12/18/14 | 12.46 | .00 | Pardo, Refugio |
| GJ15-00186 | 74651 | (029760) 010-3202-3010-0-0000-8200-044-044-0000-0 | 12/18/14 | .00 | 12.46 | Pardo, Refugio |
| GJ15-00186 | 74651 | (030814) 010-3302-0790-0-0000-8200-044-044-0000-0 | 12/18/14 | 8.09 | .00 | Pardo, Refugio |
| GJ15-00186 | 74651 | (029761) 010-3302-3010-0-0000-8200-044-044-0000-0 | 12/18/14 | .00 | 8.09 | Pardo, Refugio |
| GJ15-00186 | 74651 | (030816) 010-3502-0790-0-0000-8200-044-044-0000-0 | 12/18/14 | .05 | .00 | Pardo, Refugio |
| GJ15-00186 | 74651 | (029763) 010-3502-3010-0-0000-8200-044-044-0000-0 | 12/18/14 | .00 | .05 | Pardo, Refugio |

OXNARD SCHOOL DISTRICT
Expenditure Transfer Report
#14-05 December 1, 2014 - December 31, 2014

| Journal Entry # | Link | Account # | Transaction Date | Debit | Credit | Comment |
|-----------------|-------|---|------------------|----------|--------|-----------------|
| GJ15-00186 | 74651 | (030817) 010-3602-0790-0-0000-8200-044-044-0000-0 | 12/18/14 | 3.47 | .00 | Pardo, Refugio |
| GJ15-00186 | 74651 | (029764) 010-3602-3010-0-0000-8200-044-044-0000-0 | 12/18/14 | .00 | 3.47 | Pardo, Refugio |
| GJ15-00186 | 74651 | (023193) 010-9110-0790-0- - - - - | 12/18/14 | .00 | 129.91 | Pardo, Refugio |
| GJ15-00186 | 74651 | (020321) 010-9110-3010-0- - - - - | 12/18/14 | 129.91 | .00 | Pardo, Refugio |
| GJ15-00187 | 74721 | (003007) 010-2430-0001-0-0000-2700-044-044-0000-0 | 12/18/14 | 476.48 | .00 | Zecua, Jazmin |
| GJ15-00187 | 74721 | (003029) 010-2430-3010-0-0000-2420-044-044-0000-0 | 12/18/14 | .00 | 476.48 | Zecua, Jazmin |
| GJ15-00187 | 74721 | (025908) 010-3302-0001-0-0000-2700-044-044-0000-0 | 12/18/14 | 36.45 | .00 | Zecua, Jazmin |
| GJ15-00187 | 74721 | (006319) 010-3302-3010-0-0000-2420-044-044-0000-0 | 12/18/14 | .00 | 36.45 | Zecua, Jazmin |
| GJ15-00187 | 74721 | (025910) 010-3502-0001-0-0000-2700-044-044-0000-0 | 12/18/14 | .23 | .00 | Zecua, Jazmin |
| GJ15-00187 | 74721 | (008693) 010-3502-3010-0-0000-2420-044-044-0000-0 | 12/18/14 | .00 | .23 | Zecua, Jazmin |
| GJ15-00187 | 74721 | (025911) 010-3602-0001-0-0000-2700-044-044-0000-0 | 12/18/14 | 15.64 | .00 | Zecua, Jazmin |
| GJ15-00187 | 74721 | (010360) 010-3602-3010-0-0000-2420-044-044-0000-0 | 12/18/14 | .00 | 15.64 | Zecua, Jazmin |
| GJ15-00187 | 74721 | (019997) 010-9110-0001-0- - - - - | 12/18/14 | .00 | 528.80 | Zecua, Jazmin |
| GJ15-00187 | 74721 | (020321) 010-9110-3010-0- - - - - | 12/18/14 | 528.80 | .00 | Zecua, Jazmin |
| GJ15-00188 | 74723 | (036329) 010-2425-0790-0-4760-2700-044-044-0000-0 | 12/18/14 | 46.31 | .00 | Cervantes, Glo |
| GJ15-00188 | 74723 | (002902) 010-2425-0001-0-0000-2700-044-044-0000-0 | 12/18/14 | .00 | 46.31 | Cervantes, Glo |
| GJ15-00188 | 74723 | (036332) 010-3302-0790-0-4760-2700-044-044-0000-0 | 12/18/14 | 3.54 | .00 | Cervantes, Glo |
| GJ15-00188 | 74723 | (025908) 010-3302-0001-0-0000-2700-044-044-0000-0 | 12/18/14 | .00 | 3.54 | Cervantes, Glo |
| GJ15-00188 | 74723 | (036334) 010-3502-0790-0-4760-2700-044-044-0000-0 | 12/18/14 | .02 | .00 | Cervantes, Glo |
| GJ15-00188 | 74723 | (025910) 010-3502-0001-0-0000-2700-044-044-0000-0 | 12/18/14 | .00 | .02 | Cervantes, Glo |
| GJ15-00188 | 74723 | (036335) 010-3602-0790-0-4760-2700-044-044-0000-0 | 12/18/14 | 1.52 | .00 | Cervantes, Glo |
| GJ15-00188 | 74723 | (025911) 010-3602-0001-0-0000-2700-044-044-0000-0 | 12/18/14 | .00 | 1.52 | Cervantes, Glo |
| GJ15-00188 | 74723 | (019997) 010-9110-0001-0- - - - - | 12/18/14 | 51.39 | .00 | Cervantes, Glo |
| GJ15-00188 | 74723 | (023193) 010-9110-0790-0- - - - - | 12/18/14 | .00 | 51.39 | Cervantes, Glo |
| GJ15-00189 | 74724 | (036329) 010-2425-0790-0-4760-2700-044-044-0000-0 | 12/18/14 | 222.63 | .00 | Ruvalcaba, Ro: |
| GJ15-00189 | 74724 | (002902) 010-2425-0001-0-0000-2700-044-044-0000-0 | 12/18/14 | .00 | 222.63 | Ruvalcaba, Ro: |
| GJ15-00189 | 74724 | (036331) 010-3202-0790-0-4760-2700-044-044-0000-0 | 12/18/14 | 26.21 | .00 | Ruvalcaba, Ro: |
| GJ15-00189 | 74724 | (025907) 010-3202-0001-0-0000-2700-044-044-0000-0 | 12/18/14 | .00 | 26.21 | Ruvalcaba, Ro: |
| GJ15-00189 | 74724 | (036332) 010-3302-0790-0-4760-2700-044-044-0000-0 | 12/18/14 | 17.04 | .00 | Ruvalcaba, Ro: |
| GJ15-00189 | 74724 | (025908) 010-3302-0001-0-0000-2700-044-044-0000-0 | 12/18/14 | .00 | 17.04 | Ruvalcaba, Ro: |
| GJ15-00189 | 74724 | (036334) 010-3502-0790-0-4760-2700-044-044-0000-0 | 12/18/14 | .11 | .00 | Ruvalcaba, Ro: |
| GJ15-00189 | 74724 | (025910) 010-3502-0001-0-0000-2700-044-044-0000-0 | 12/18/14 | .00 | .11 | Ruvalcaba, Ro: |
| GJ15-00189 | 74724 | (036335) 010-3602-0790-0-4760-2700-044-044-0000-0 | 12/18/14 | 7.30 | .00 | Ruvalcaba, Ro: |
| GJ15-00189 | 74724 | (025911) 010-3602-0001-0-0000-2700-044-044-0000-0 | 12/18/14 | .00 | 7.30 | Ruvalcaba, Ro: |
| GJ15-00189 | 74724 | (019997) 010-9110-0001-0- - - - - | 12/18/14 | 273.29 | .00 | Ruvalcaba, Ro: |
| GJ15-00189 | 74724 | (023193) 010-9110-0790-0- - - - - | 12/18/14 | .00 | 273.29 | Ruvalcaba, Ro: |
| GJ15-00190 | 74725 | (036329) 010-2425-0790-0-4760-2700-044-044-0000-0 | 12/18/14 | 1,032.34 | .00 | Tinoco, Phyllis |

OXNARD SCHOOL DISTRICT
Expenditure Transfer Report
#14-05 December 1, 2014 - December 31, 2014

| Journal Entry # | Link | Account # | Transaction Date | Debit | Credit | Comment |
|-----------------|-------|---|------------------|----------|----------|------------------|
| GJ15-00190 | 74725 | (002902) 010-2425-0001-0-0000-2700-044-044-0000-0 | 12/18/14 | .00 | 1,032.34 | Tinoco, Phyllis |
| GJ15-00190 | 74725 | (036331) 010-3202-0790-0-4760-2700-044-044-0000-0 | 12/18/14 | 121.51 | .00 | Tinoco, Phyllis |
| GJ15-00190 | 74725 | (025907) 010-3202-0001-0-0000-2700-044-044-0000-0 | 12/18/14 | .00 | 121.51 | Tinoco, Phyllis |
| GJ15-00190 | 74725 | (036332) 010-3302-0790-0-4760-2700-044-044-0000-0 | 12/18/14 | 78.98 | .00 | Tinoco, Phyllis |
| GJ15-00190 | 74725 | (025908) 010-3302-0001-0-0000-2700-044-044-0000-0 | 12/18/14 | .00 | 78.98 | Tinoco, Phyllis |
| GJ15-00190 | 74725 | (036334) 010-3502-0790-0-4760-2700-044-044-0000-0 | 12/18/14 | .52 | .00 | Tinoco, Phyllis |
| GJ15-00190 | 74725 | (025910) 010-3502-0001-0-0000-2700-044-044-0000-0 | 12/18/14 | .00 | .52 | Tinoco, Phyllis |
| GJ15-00190 | 74725 | (036335) 010-3602-0790-0-4760-2700-044-044-0000-0 | 12/18/14 | 33.89 | .00 | Tinoco, Phyllis |
| GJ15-00190 | 74725 | (025911) 010-3602-0001-0-0000-2700-044-044-0000-0 | 12/18/14 | .00 | 33.89 | Tinoco, Phyllis |
| GJ15-00190 | 74725 | (019997) 010-9110-0001-0- - - - - | 12/18/14 | 1,267.24 | .00 | Tinoco, Phyllis |
| GJ15-00190 | 74725 | (023193) 010-9110-0790-0- - - - - | 12/18/14 | .00 | 1,267.24 | Tinoco, Phyllis |
| GJ15-00191 | 74726 | (036329) 010-2425-0790-0-4760-2700-044-044-0000-0 | 12/18/14 | 3,216.24 | .00 | Zecua, Jazmin |
| GJ15-00191 | 74726 | (002902) 010-2425-0001-0-0000-2700-044-044-0000-0 | 12/18/14 | .00 | 3,216.24 | Zecua, Jazmin |
| GJ15-00191 | 74726 | (036332) 010-3302-0790-0-4760-2700-044-044-0000-0 | 12/18/14 | 246.05 | .00 | Zecua, Jazmin |
| GJ15-00191 | 74726 | (025908) 010-3302-0001-0-0000-2700-044-044-0000-0 | 12/18/14 | .00 | 246.05 | Zecua, Jazmin |
| GJ15-00191 | 74726 | (036334) 010-3502-0790-0-4760-2700-044-044-0000-0 | 12/18/14 | 1.61 | .00 | Zecua, Jazmin |
| GJ15-00191 | 74726 | (025910) 010-3502-0001-0-0000-2700-044-044-0000-0 | 12/18/14 | .00 | 1.61 | Zecua, Jazmin |
| GJ15-00191 | 74726 | (036335) 010-3602-0790-0-4760-2700-044-044-0000-0 | 12/18/14 | 105.55 | .00 | Zecua, Jazmin |
| GJ15-00191 | 74726 | (025911) 010-3602-0001-0-0000-2700-044-044-0000-0 | 12/18/14 | .00 | 105.55 | Zecua, Jazmin |
| GJ15-00191 | 74726 | (019997) 010-9110-0001-0- - - - - | 12/18/14 | 3,569.45 | .00 | Zecua, Jazmin |
| GJ15-00191 | 74726 | (023193) 010-9110-0790-0- - - - - | 12/18/14 | .00 | 3,569.45 | Zecua, Jazmin |
| GJ15-00192 | 74731 | (007018) 010-3401-0000-0-4760-1000-044-910-0000-1 | 12/19/14 | 4,828.00 | .00 | R. Razo HW |
| GJ15-00192 | 74731 | (019794) 010-9110- - - - - | 12/19/14 | 4,828.00 | .00 | R. Razo HW |
| GJ15-00192 | 74731 | (019994) 010-9110-0000-0- - - - - | 12/19/14 | .00 | 4,828.00 | R. Razo HW |
| GJ15-00192 | 74731 | (022617) 010-9534- - - - - | 12/19/14 | .00 | 4,828.00 | R. Razo HW |
| GJ15-00193 | 74743 | (034192) 010-4300-0790-0-1110-1000-044-044-1020-0 | 12/19/14 | 234.57 | .00 | P15-00382 site |
| GJ15-00193 | 74743 | (013790) 010-4300-0790-0-4760-1000-044-044-0000-0 | 12/19/14 | .00 | 234.57 | P15-00382 site |
| GJ15-00194 | 74746 | (015265) 010-5712-6010-0-1110-1000-001-315-0000-0 | 12/19/14 | 201.80 | .00 | District F/T Dec |
| GJ15-00194 | 74746 | (035473) 010-5712-9015-0-4760-1000-001-330-MIGR-0 | 12/19/14 | 117.51 | .00 | District F/T Dec |
| GJ15-00194 | 74746 | (022855) 010-5712-0000-0-0000-3600-003-000-0000-0 | 12/19/14 | .00 | 319.31 | District F/T Dec |
| GJ15-00194 | 74746 | (019994) 010-9110-0000-0- - - - - | 12/19/14 | 319.31 | .00 | District F/T Dec |
| GJ15-00194 | 74746 | (020716) 010-9110-6010-0- - - - - | 12/19/14 | .00 | 201.80 | District F/T Dec |
| GJ15-00194 | 74746 | (020105) 010-9110-9015-0- - - - - | 12/19/14 | .00 | 117.51 | District F/T Dec |
| GJ15-00195 | 74861 | (015265) 010-5712-6010-0-1110-1000-001-315-0000-0 | 12/19/14 | 74.08 | .00 | District F/T Dec |
| GJ15-00195 | 74861 | (022855) 010-5712-0000-0-0000-3600-003-000-0000-0 | 12/19/14 | .00 | 74.08 | District F/T Dec |
| GJ15-00195 | 74861 | (019994) 010-9110-0000-0- - - - - | 12/19/14 | 74.08 | .00 | District F/T Dec |
| GJ15-00195 | 74861 | (020716) 010-9110-6010-0- - - - - | 12/19/14 | .00 | 74.08 | District F/T Dec |

OXNARD SCHOOL DISTRICT
Expenditure Transfer Report
#14-05 December 1, 2014 - December 31, 2014

| Journal Entry # | Link | Account # | Transaction Date | Debit | Credit | Comment |
|-----------------|-------|---|---------------------|----------|----------|------------------|
| GJ15-00199 | 75005 | (015265) 010-5712-6010-0-1110-1000-001-315-0000-0 | 12/22/14 | 143.21 | .00 | District F/T 12/ |
| GJ15-00199 | 75005 | (022855) 010-5712-0000-0-0000-3600-003-000-0000-0 | 12/22/14 | .00 | 143.21 | District F/T 12/ |
| GJ15-00199 | 75005 | (019994) 010-9110-0000-0- - - - - | 12/22/14 | 143.21 | .00 | District F/T 12/ |
| GJ15-00199 | 75005 | (020716) 010-9110-6010-0- - - - - | 12/22/14 | .00 | 143.21 | District F/T 12/ |
| GJ15-00200 | 75032 | (030897) 010-5800-0001-0-1110-1000-032-032-0032-0 | 12/23/14 | .00 | 205.00 | SORIA - discre |
| GJ15-00200 | 75032 | (030157) 010-5800-0790-0-4760-1000-032-032-0000-0 | 12/23/14 | 205.00 | .00 | SORIA - discre |
| GJ15-00200 | 75032 | (030157) 010-5800-0790-0-4760-1000-032-032-0000-0 | 12/23/14 | 3,536.50 | .00 | SORIA - discre |
| GJ15-00200 | 75032 | (030897) 010-5800-0001-0-1110-1000-032-032-0032-0 | 12/23/14 | .00 | 5,536.50 | SORIA - discre |
| GJ15-00200 | 75032 | (015652) 010-5800-3010-0-1110-1000-032-032-0000-0 | 12/23/14 | 2,000.00 | .00 | SORIA - discre |
| GJ15-00200 | 75032 | (019997) 010-9110-0001-0- - - - - | 12/23/14 | 5,741.50 | .00 | SORIA - discre |
| GJ15-00200 | 75032 | (023193) 010-9110-0790-0- - - - - | 12/23/14 | .00 | 3,741.50 | SORIA - discre |
| GJ15-00200 | 75032 | (020321) 010-9110-3010-0- - - - - | 12/23/14 | .00 | 2,000.00 | SORIA - discre |

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 1/21/15

| | |
|-------------------------------|--------------|
| 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 REPORTS (Cline)

District enrollment for the month of November 2014 was 16,958. This is 175 more than this time last year.

District enrollment for the month of December 2014 was 16,997. This is 150 more than this time last year.

FISCAL IMPACT

None.

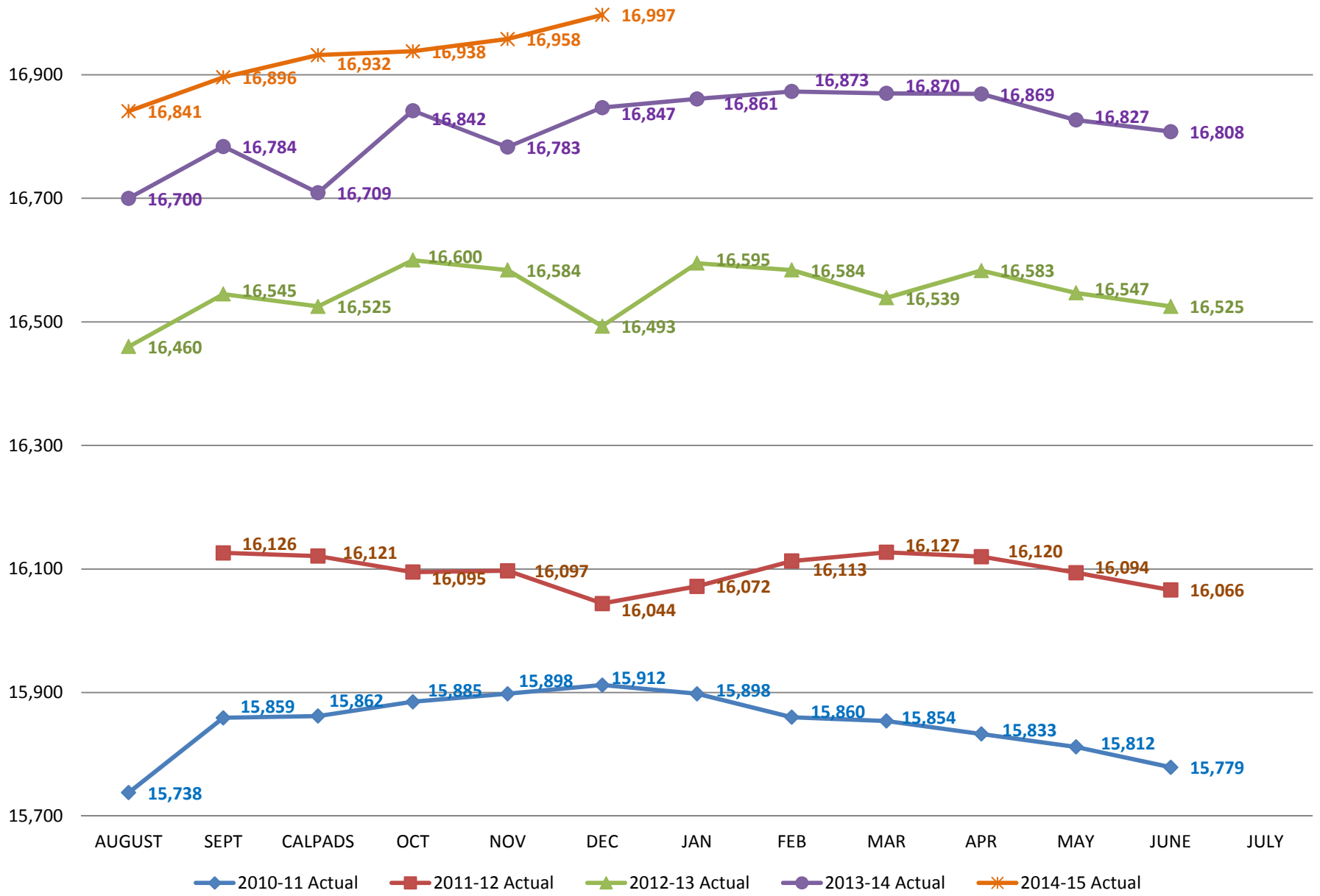
RECOMMENDATION

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: Jorge B. Gutierrez **DATE OF MEETING:** January 21, 2015

Study Session _____
Closed Session _____
A. Preliminary _____
B. Hearing _____
C. Consent Agenda X
D. Action Items _____
E. Reports/Discussion Items (no action) _____
F. Board Policies 1st Reading _____ 2nd Reading _____

TITLE: Declaration of Restrictive Covenant for Storm Water Quality Control Measures, Maintenance and Access-New Harrington School Project

The District is required to comply with all necessary approvals from applicable governmental agencies including the City of Oxnard. One of these requirements is the execution of a Declaration of Restrictive Covenant for Storm Water Quality Control Measures, Maintenance and Access with the City of Oxnard for the new Harrington School Project. District will be responsible for on-site storm water quality control measures and operational/maintenance requirements on the school site to minimize pollutants in urban runoff. The storm water quality control measures include: Placard maintenance at all onsite catch basins/inlets; onsite trash enclosure to be provided with solid roof and to be kept clean and free of spills; onsite storm drain system to be kept clean and clear of obstructions; maintenance of hydrodynamic separator and infiltration trench; and parking lot(s) to be maintained free of litter and debris.

FISCAL IMPACT

None

RECOMMENDATION:

It is the recommendation of the Executive Director of Facilities, Engineering and Operations that the Board of Trustees authorize Dr. Cesar Morales, Superintendent to execute the Declaration of Restrictive Covenant for Storm Water Quality Control Measures, Maintenance and Access.

ADDITIONAL MATERIAL:

1. Copy of Declaration of Restrictive Covenant for Storm Water Quality Control Measures, Maintenance and Access-New Harrington School Project

RECORDING REQUESTED BY:

City of Oxnard

Request recording without fee. Record for benefit of City of Oxnard pursuant to Section 6103 of Government Code

WHEN RECORDED MAIL TO:

Oxnard City Clerk's Office
305 West Third Street
Oxnard, California 93030

**Declaration of Restrictive Covenant
For Storm Water Quality Control Measures
Maintenance and Access**

THIS DECLARATION OF RESTRICTIVE COVENANT is executed by
Oxnard School District
1055 South C Street
Oxnard, CA 93030 (“DECLARANT”),

this ___ day of _____ 20 14, in favor of the CITY OF OXNARD, a municipal corporation (“CITY”), located in the County of Ventura, State of California;

WHEREAS, DECLARANT owns real property ("Property") in the City of Oxnard, County of Ventura, State of California, (APN(s) 204-0-211-300) more specifically described in Exhibit "A", which exhibit is attached hereto and incorporated herein by this reference; and

WHEREAS, Planning and Zoning Permit(s) NP 14-08 Phase II (“Project”) approved on the Property require(s) implementation and continual maintenance of on-site storm water quality control measures to minimize pollutants in urban runoff; and

WHEREAS, DECLARANT has chosen to install, operate, and maintain the storm water quality control measures depicted in the Site Map (Exhibit “B”) in accordance with the Operations and Maintenance Plan (Exhibit “C”), which exhibits are attached hereto and incorporated herein by this reference, hereinafter referred to as "the Control Measures", as the Project on-site storm water quality control measures to minimize pollutants in urban runoff. Installation of the Control Measures is more particularly shown on City of Oxnard Drawing Number 11-25A; and

WHEREAS, Project conditions of approval obligate DECLARANT to maintain the Control Measures; and

WHEREAS, the Control Measures have been (or will be) installed in accordance with plans and specifications accepted by CITY; and

WHEREAS, the Control Measures, having been (or to be) installed on private property and draining only private property, are private facilities with all inspection, maintenance or replacement therefore being the sole responsibility of DECLARANT in accordance with the terms of this Covenant; and

WHEREAS, DECLARANT is aware that periodic and continuous maintenance, including, but not necessarily limited to, filter material replacement and sediment removal, is required to assure peak performance of the Control Measures and that, furthermore, such maintenance activities will require compliance with all Local, State, and Federal laws and regulations, including those pertaining to confined space and waste disposal methods, in effect at the time such maintenance occurs.

NOW, THEREFORE, DECLARANT covenants as follows:

1. DECLARANT hereby provides CITY or CITY'S designee complete access, of any duration, to the Control Measures and their immediate vicinity at any time, upon reasonable notice, or in the event of emergency, as determined by CITY'S Director of Public Works ("Director") no advance notice, for the purpose of inspection, sampling, and/or testing of the Control Measures, and in case of emergency, to undertake all necessary repairs or other preventative measures at DECLARANT'S expense as provided in paragraph 3 below. CITY shall make reasonable efforts to minimize or avoid interference with DECLARANT'S use of Property.
2. DECLARANT shall use its best efforts to diligently maintain the Control Measures in a manner assuring peak performance at all times. DECLARANT agrees that the minimum periodic maintenance to be performed by DECLARANT to minimize pollutants in runoff from Property is specified within Exhibit "C". DECLARANT acknowledges that significantly more maintenance may be required to assure peak performance as is required by this Covenant. DECLARANT and DECLARANT'S representative or contractor shall exercise all reasonable precautions during removal and extraction of material(s) from the Control Measures and the ultimate disposal of the material(s) in a manner consistent with all relevant laws and regulations in effect at the time. As may be requested from time to time by CITY, DECLARANT shall provide CITY with documentation identifying the material(s) removed, the quantity, and disposal destination. DECLARANT shall maintain records of all maintenance performed on the Control Measures.
3. In the event DECLARANT, or its successors or assigns, in the opinion of Director, fails to accomplish the necessary maintenance contemplated by this Covenant, then following written notice to DECLARANT and after a reasonable period within which to cure (of not more than seven (7) days), Director is hereby authorized by DECLARANT to cause any necessary maintenance to be done and charge the entire cost and expense to the DECLARANT or DECLARANT'S successors or assigns, including administrative costs, attorneys fees and interest thereon at the maximum rate authorized by the Civil Code from the date of the notice of expense until paid in full.
4. In event of legal action occasioned by any default or action of DECLARANT, DECLARANT agree(s) to pay all costs incurred by CITY in enforcing the terms of this Covenant, including reasonable attorney's fees and costs, and that CITY may record such costs (including costs incurred under item 3 above) as a special assessment against Property or as a lien on Property if DECLARANT fails to pay such costs within 30 days of CITY providing DECLARANT with an invoice detailing such costs.
5. CITY may require DECLARANT to post security in a form and for a time period satisfactory to CITY to guarantee the performance of the obligations stated herein. Should DECLARANT fail to perform the obligations under the Covenant, CITY may, in the case of a cash bond, act for DECLARANT using the proceeds from it, or in the case of a surety

bond, require the sureties to perform the obligations of this Covenant. As an additional remedy, Director may withdraw any previous storm water related approval with respect to the property on which the Control Measures have been installed until such time as DECLARANT pays to CITY its reasonable costs incurred in accordance with paragraphs 3 and 4 above.

6. This Covenant shall be recorded in the Office of the Recorder of Ventura County, California and shall constitute notice to all successors and assigns of the title to Property of the obligation herein set forth, and shall also constitute a lien in such amount as will fully reimburse CITY, including interest as herein above set forth, subject to foreclosure in event of default in payment.
7. DECLARANT agrees to indemnify, defend and hold harmless CITY and its officers, agents, employees and other authorized representatives from any and all liability, claims, demands, damages (whether contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses of litigation or arbitration, which result or are claimed to have resulted directly or indirectly from the wrongful or negligent acts, errors or omissions of DECLARANT or any of its employees, agents, or contractors in fulfilling DECLARANT'S obligations provided for in this Covenant, except in cases of sole negligence on the part of CITY or its officers, agents, employees or subcontractors.
8. The obligations herein undertaken by DECLARANT shall be deemed to be covenants running with Property and shall be binding upon the heirs, successors, executors, administrators and assigns of DECLARANT. The term "DECLARANT" shall include not only the present DECLARANT, but also DECLARANT'S heirs, successors, executors, administrators, and assigns. DECLARANT shall notify any successor to title of all or part of Property of the existence of this Covenant. DECLARANT shall provide such notice prior to such successor obtaining an interest in all or part of Property. DECLARANT shall provide a copy of such notice to CITY at the same time such notice is provided to the successor.
9. Time is of the essence in the performance of this Covenant.
10. Any notice to a party required or called for in this Covenant shall be served in person, or by deposit in the U.S. Mail, first class postage prepaid, to the address set forth below. Notice(s) shall be deemed effective upon receipt, or seventy-two (72) hours after deposit in the U.S. Mail, whichever is earlier. A party may change a notice address only by providing written notice thereof to the other party.

If to CITY:
City of Oxnard
Development Services Dept.
Attn: Development Services Manager
214 S. C Street
Oxnard, CA 93030

If to DECLARANT:
Oxnard School District
1055 South C Street
Oxnard, CA 93030

IN WITNESS THEREOF, DECLARANT has executed this Restrictive Covenant as of the date first written above.

DECLARANT:

DECLARANT:

Entity: _____

Entity: _____

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print Name)

Name: _____
(Print Name)

Title: _____

Title: _____

NOTARY ACKNOWLEDGEMENT REQUIRED

STATE OF CALIFORNIA
COUNTY OF _____

On _____ before me, _____,
(here insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

=====

STATE OF CALIFORNIA
COUNTY OF _____

On _____ before me, _____,
(here insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

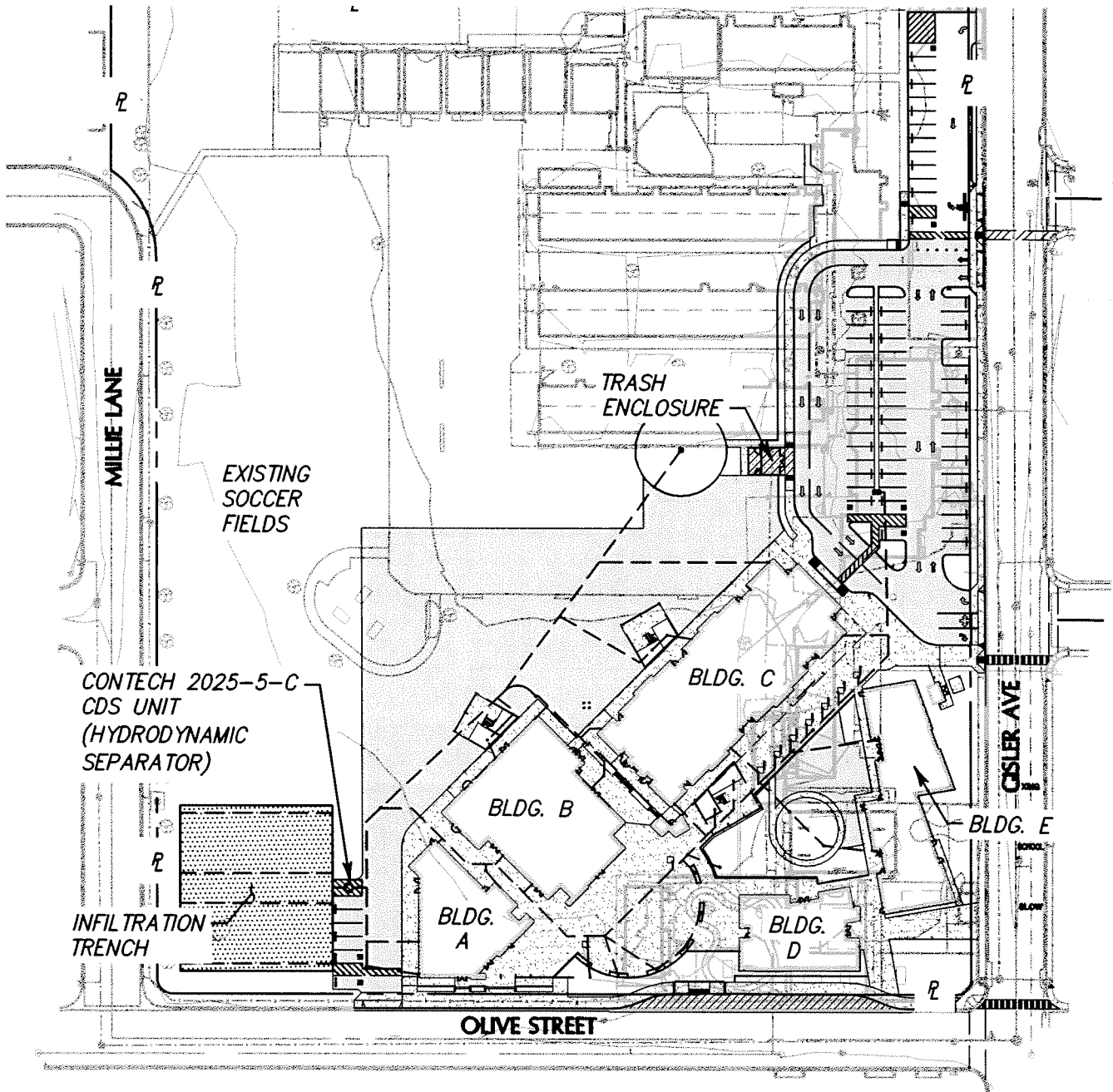
EXHIBIT "A"

Legal Description:





204-0-211-300

Portion of Subdivision 40 and 44, Rancho El Rio de Santa Clara O' la Colonia, in the City of Oxnard, County of Ventura, State of California as recorded May 1, 1953 in Book 15, at Page 72 in Record of Surveys in the Office of the County Recorder of said county.

EXHIBIT "B" (Site Map)



LEGEND

-  CONCRETE
-  INFILTRATION TRENCH
-  ASPHALT
-  PROPOSED ONSITE SD

NOTE: IN THE CASE THAT CAPACITY OF THE INFILTRATION TRENCH IS EXCEEDED, RUNOFF WILL SPILL THROUGH THE CAMPUS, INTO OLIVE STREET

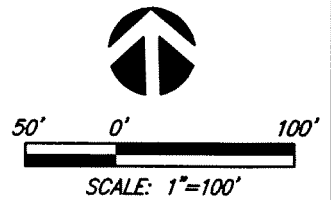


EXHIBIT "C"

O&M PLAN

Operations and Maintenance Plan

Harrington Elementary School
2501 Gisler Avenue
Oxnard, CA

APN 204-0-211-300

LEGAL DESCRIPTION: *Portion of Subdivision 40 and 44, Rancho El Rio de Santa Clara O' la Colonia, in the City of Oxnard, County of Ventura, State of California as recorded May 1, 1953 in Book 15, at Page 72 in Record of Surveys in the Office of the County Recorder of said county.*

NP 14-08 Phase II

Prepared for:
Oxnard School District
1055 South C Street
Oxnard, CA 93030

Prepared by:
Jensen Design & Survey, Inc.
1672 Donlon Street
Ventura, CA 93003
Telephone: (805) 654-6977
Fax: (805) 654-6979

Date: October 28, 2014

TABLE OF CONTENTS

| | |
|--|-----------|
| SECTION I. INTRODUCTION | 1 |
| SECTION II. SITE MAP | 3 |
| SECTION III. SITE CONTROL MEASURE DESCRIPTIONS AND OPERATIONAL/MAINTENANCE REQUIREMENTS | 4 |
| SECTION IV. SPILL PLAN | 11 |
| A. On-Site Spills | 11 |
| C. Spills that Threaten Navigable Water | 11 |
| D. Information to Include in Oral Notification: | 12 |
| E. Spill Response | 12 |
| F. O&M Coordinator Responsibilities | 13 |
| G. Response Equipment – External Response Equipment | 14 |
| H. Spill Response, Containment, and Cleanup Contractors and Materials | 14 |
| I. Spill Cleanup Procedures | 14 |
| J. Receiving Water Body | 15 |
| K. Sampling Plan | 15 |
| SECTION V. FACILITY CHANGES | 16 |
| SECTION VI. TRAINING | 17 |
| SECTION VII. BASIC INSPECTION AND MAINTENANCE ACTIVITIES | 18 |
| A. Inspection Logs | 18 |
| B. Inspection Logs | 18 |
| C. Maintenance Activities | 18 |

| | |
|---|-----------|
| D. Maintenance Records. | 18 |
| SECTION VIII. REVISIONS OF POLLUTION MITIGATION MEASURES | 19 |
| SECTION IX. MONITORING AND REPORTING PROGRAM | 20 |

Appendix A Location and Site Maps

Appendix B Amendment Log

Appendix C Storm Water Control Measures Inspection and Maintenance Checklists

Appendix D Training Forms

Appendix E Storm Water Control Measures O&M Procedures

SECTION I. Introduction

Project: Harrington Elementary School
Planning and Zoning Permit: NP 14-08 Phase II
Project Address: 2501 Gisler Avenue, Oxnard, CA
Facility Operator: Same as owner (See below)

Contact: Jorge Gutierrez
Director of Facilities
Phone: 805-385-1514

Owner: Oxnard School District
1055 South C Street
Oxnard, CA 93030

This Operation and Maintenance Plan (O&M) has been prepared for the Harrington Elementary School facility. The Oxnard School District is constructing a new elementary school at the southeast corner of the existing Harrington Elementary Campus at the intersection of Gisler Avenue and East Olive Street. Improvements include the installation of five new buildings, a parking lot, and various asphalt play areas. Runoff from the site will be routed through a hydrodynamic separator (Contech CDS Unit) to a retention facility for treatment.

This O&M has been prepared to comply with the requirements of the 2010 Ventura County Municipal Separate Storm Sewer System (MS4) permit (Order No. R4-2010-0108). This document was developed as part of the MS4 program to address stormwater pollution for new development. This document is prepared to comply with the MS4 permit and to meet the following objectives:

- Effectively prevent non-storm water discharges
- Reduce the discharge of pollutants from storm water conveyance systems to the Maximum Extent Practicable (MEP statutory standards).

Primary Sources of Pollutants

- Parking Lot: Potential and anticipated pollutants such as automotive liquid residue (i.e. engine oils, antifreeze leaks, and break particles, etc.).

Pollutants of Concern

- Anticipated Potential Pollutants from the Project Site:
 - Pesticides
 - Sediments
 - Trash/Debris
 - Oil & Grease

- Potential Pollutants from the Project Site:
 - Bacteria
 - Nutrients
 - Organic Compounds

- Pollutants of Concern:
 - Sediments
 - Pesticides
 - Nutrient and Bacteria

O&M Implementation Responsibility

Operation and maintenance of the onsite Storm Water Quality Control Measures will be provided by Retirement Housing Foundation (owner). The O&M Coordinator has the primary responsibility to implement this O&M. The following table represents the personnel responsible for implementation of this plan:

Table III-1 O&M Implementation Responsibility

| Company | Contact and Telephone Number | Responsibility |
|---|--|----------------------------|
| Oxnard School District 1055 South C Street Oxnard, CA 93030 | Jorge Gutierrez Director of Facilities Phone: 805-385-1514 | Facility Operator/Owner |

Financing for the operation, inspection, routine maintenance, and upkeep of the stormwater control measures will be provided by the Oxnard School District.

SECTION II. Site Map

Site and Vicinity Location drawings are included in Appendix A of this document. The Site map identifies the following:

- Site boundaries, acreage and drainage patterns.
- Site discharge locations.
- Location of soft and hard surfaces.
- Location of existing and proposed storm drain facilities.
- Location of private sanitary sewer system.
- Location of expected sources of pollution generation. These areas include:
 - Outdoor work or storage areas.
 - Truck traffic area and general parking areas.
- Location of stormwater management control measures.

SECTION III. Site Control Measure Descriptions and Operational/Maintenance Requirements

The facility is equipped with the following permanent storm water control measures:

- Drain inlet structures will be marked with the wording “Don’t Dump – Drains to Ocean”
- One (1) Contech CDS Unit (Hydrodynamic Separator) for stormwater pretreatment prior to draining into infiltration trench (retention facility)
- One (1) infiltration trench for stormwater retention

Refer to the Site Map in Appendix A for location of the Permanent Control Measures.

An authorized representative of Sonata Apartments is responsible for inspection, maintenance and cleanup of illicit discharges from the facility. Inspection and maintenance of all structural storm water treatment devices shall be performed as shown below. Proof/documentation of inspections shall be retained for at least three years. See tables below for maintenance/inspection requirements for stormwater control measures.

Stormwater Control Measures Maintenance/Inspection Tables

| Storm Water Quality Control Measure or Pollutant Source | Inspection Frequency | Operations/Maintenance Activities |
|--|-----------------------------|---|
| Landscape Maintenance | As needed | <u>Procedure:</u> Landscape maintenance contractor will maintain all landscape areas. A careful handling and disposal activities for herbicide and pesticide/fertilizer (if used) will be performed on site. <u>Inspection:</u> Observe and log on inspection list as necessary. |

Inspection and maintenance of project Storm Water Quality Control Measures (Control Measures) shall be performed by the responsible party identified in Section 1 at a minimum as indicated below and in Section 7 of this plan. Additional inspection and maintenance may be required to assuring peak performance of Control Measures at all times.

| Storm Water Quality Control Measure or Pollutant Source | Inspection Frequency | Operations/Maintenance Activities |
|---|---|---|
| <p>1 - "Don't dump -- Drains to Ocean" Placard maintenance at all onsite catch basins/inlets.</p> <p><input checked="" type="checkbox"/> Applicable <input type="checkbox"/> Not Applicable</p> | <p><input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> Yearly <input type="checkbox"/> Prior to Rainy Season (Oct 1st) <input type="checkbox"/> End of Rainy Season (April 15th) <input type="checkbox"/> After large Rain Events <input type="checkbox"/> Minimum of __ times per year <input type="checkbox"/> As Needed (Minimum of yearly) <input type="checkbox"/> Other _____</p> | <p>Replace placard if missing, defaced, or unreadable.</p> |
| <p>2 - Onsite Trash Enclosure to be provided with a solid roof and to be kept clean and free of spills.</p> <p><input checked="" type="checkbox"/> Applicable <input type="checkbox"/> Not Applicable</p> | <p><input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Yearly <input type="checkbox"/> Prior to Rainy Season (Oct 1st) <input type="checkbox"/> End of Rainy Season (April 15th) <input type="checkbox"/> After large Rain Events <input type="checkbox"/> Minimum of __ times per year <input type="checkbox"/> As Needed (Minimum of yearly) <input type="checkbox"/> Other _____</p> | <p>a) Remove trash and debris from floor and walls of enclosure. b) Inspect roof structure for leaks and repair as needed.</p> |

| Storm Water Quality Control Measure or Pollutant Source | Inspection Frequency | Operations/Maintenance Activities |
|--|---|---|
| <p>3 - Onsite storm drain system to be kept clean and clear of obstructions.</p> <p><input checked="" type="checkbox"/> Applicable <input type="checkbox"/> Not Applicable</p> | <p><input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Yearly <input checked="" type="checkbox"/> Prior to Rainy Season (Oct 1st) <input checked="" type="checkbox"/> End of Rainy Season (Apr 15th) <input checked="" type="checkbox"/> After large Rain Events <input type="checkbox"/> Minimum of ___ times per year <input checked="" type="checkbox"/> As Needed (Minimum of yearly) <input type="checkbox"/> Other _____</p> | <p>Inspect and clean onsite catch basins and storm drain piping.</p> |
| <p>4 - Parking lot(s) to be maintained free of litter and debris.</p> <p><input checked="" type="checkbox"/> Applicable <input type="checkbox"/> Not Applicable</p> | <p><input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Yearly <input checked="" type="checkbox"/> Prior to Rainy Season (Oct 1st) <input type="checkbox"/> End of Rainy Season (April 15th) <input type="checkbox"/> After large Rain Events <input type="checkbox"/> Minimum of ___ times per year <input checked="" type="checkbox"/> As Needed (Minimum of yearly) <input type="checkbox"/> Other _____</p> | <p>Sidewalks and parking lots to be swept regularly to prevent accumulation of litter and debris. Litter, debris, and any cleaning agents will be trapped and collected to prevent entry into storm drain system.</p> |

5 – PT-1: Hydrodynamic Separator

Hydrodynamic Separation devices are devices that remove trash, debris, and coarse sediment from incoming flows using screening, gravity settling, and centrifugal forces generated by forcing the influent into a circular motion. Forcing water to move in a circular fashion can result in significant removal of suspended sediments and attached pollutants.

Inspection Frequency

- Monthly Quarterly Yearly
- Prior to Rainy Season (Oct 1st)
- End of Rainy Season (April 15th)
- After large Rain Events
- Minimum of 2 times per year
- As Needed (Minimum of yearly)
- Other _____

Operations/Maintenance Activities

Hydrodynamic Separator maintenance mainly involves regular inspection and cleaning.

The following operations and maintenance activities along with regular inspections are important for proper function of Hydrodynamic Separators:

- 1) Regular inspection and removal of sediment, debris, and trash from device. Initial inspection should be performed every 6 months. A revised inspection schedule should be determined based on the rate of sediment accumulation observed during initial inspections.
- 2) Inspect inlet and outlet openings for clogging.
- 3) Inspect and control for mosquitoes and other vectors as necessary.
- 4) Additional manufacturer specific Operations/Maintenance Activities are included in Appendix

E _____.

5) Perform inspections and complete I.10 – Proprietary Device Inspection and Maintenance

Checklist (Found in Section VII- Basic Inspection and Maintenance Activities) at frequency specified in Inspection Frequency section. Maintain records of completed inspections for a minimum of three years.

6 – INF-2: Infiltration Trench

Infiltration trenches are long, narrow, gravel-filled trenches, often vegetated that infiltrate storm water runoff from small drainage areas. The majority of runoff is stored in the void space within the gravel and infiltrates through the sides and bottom of the trench.

Inspection Frequency

- Monthly Quarterly Yearly
- Prior to Rainy Season (Oct 1st)
- End of Rainy Season (April 15th)
- After large Rain Events
- Minimum of 2 times per year
- As Needed (Minimum of yearly)
- Other _____

Operations/Maintenance Activities

Infiltration trench maintenance should include frequent inspection to ensure that water infiltrates into the subsurface completely within 72 hours.

The following operations and maintenance activities along with regular inspections are important for proper function of Infiltration Trenches:

- 1) Regular inspection and removal of sediment, debris, and trash from pretreatment areas.
- 2) If water is noticed in the observation well of the trench more than 72 hours after a major storm, the infiltration trench may be clogged. Maintenance activities triggered by a potentially clogged facility include:

- a. Assessment of the condition of the top aggregate layer for sediment buildup and crusting. Remove the top layer of pea gravel and replace.

- b. If slow draining condition persists, entire trench may need to be excavated and replaced.

- 3) Debris or algae growth located on top of the infiltration trench should be removed and disposed of properly;

- 4) Clean when loss of infiltrative capacity is observed. If drawdown time is observed to have increased significantly over the design drawdown time of 72 hours, removal of sediment may be necessary. This is an expensive maintenance activity and the need for it can be minimized through prevention of upstream erosion.

- 5) Keep vegetative cover mowed to a height of between 2 inches and 4 inches.

- 6) Site vegetation should be maintained as frequently as necessary to maintain the aesthetic appearance of the site. Monitor health of vegetation and replace as necessary.

- 7) Inspect and control for mosquitoes and other vectors as necessary.

- 8) Additional site specific Operations/Maintenance Activities are included in Appendix E.

- 9) Perform inspections and complete **I.5 – Infiltration BMP Inspection and Maintenance Checklist** (Found in Section VII- Basic Inspection and Maintenance Activities) at frequency specified in Inspection Frequency section. Maintain records of completed inspections for a minimum of three years.

Housekeeping Procedures

Good housekeeping practices will be followed at the site. Housekeeping practices to control contamination of storm water runoff include:

- Maintaining the site in a clean and orderly manner to minimize the potential for materials to impact storm water.
- Avoid over-watering landscape
- Storing hazardous material in leak-proof containers in designated indoor storage areas.
- If hazardous materials are stored outside, storing them in a manner to minimize contact with storm water.
- Properly containing and disposing of sweepings and sediments.
- Promptly cleaning up spills and removing contaminated materials.
- Handling materials to minimize the potential for release.
- Sweep paved areas periodically to remove excess dust and dirt.
- Check dock area daily for spill materials (oil & grease, etc.) and clean as necessary.
- Check trash enclosure and surrounding areas weekly for debris and residue and clean as necessary.

Contech CDS Unit (Hydrodynamic Separator) O&M Procedures

Please refer to Appendix E for Contech CDS Unit Operations and Maintenance Procedures.

Infiltration Trench O&M Procedures

Please refer to Appendix E for Infiltration Trench Operations and Maintenance Procedures.

SECTION IV. Spill Plan

If there has been a release of hazardous material, follow the notification procedures presented below.

A. On-Site Spills

Immediately contact the O&M coordinator listed in Table III-1.

If the O&M Coordinator is unavailable, immediately notify the following agencies. If the O&M Coordinator is available, they should make these notifications.

| | |
|---|---|
| Local Emergency Response | 911 |
| Ventura County Spill Hotline | (805) 320-6244 |
| City of Ventura Illicit Discharge Spill Hotline | 911 |
| State Office of Emergency Services (OES) | (800) 852-7550 |
| Ventura County Environmental Health Department | (805) 654-2813 (during business hours) 911 (After hours) |
| State Regional Water Quality Control Board | (213) 576-6600 |

If waste oil is spilled, contact the Department of Toxic Substance Control (DTSC)
(800) 260-3972 (during business hours)
(800) 852-7550 (after hours)

B. Spills running Off-Site

- Follow sequence action noted above.
- Notify the National Response Center at (800) 424-8802

C. Spills that Threaten Navigable Water

- Follow sequence action noted above.
- Notify United States Coast Guard at (562) 980-4444

D. Information to Include in Oral Notification:

When reporting to government agencies is required, notification should be made as soon as possible. Below are possible questions that the agency may ask.

Document all reports to regulatory agencies. Ask the name and position of person you have contacted and note the agency and the time of your call. Write this information down. Follow the steps below:

- Give the facility name, address and phone number as well as your name and position.
- Date and time of the spill:
 - Time or estimated time spill began.
 - Duration of spill or if it is continuing.
 - Location of spill
- Spill information:
 - Materials spilled.
 - Volume or estimated volume spilled.
 - Has spill entered storm drain or navigable waters? If so, how much?
 - The source of the discharge.
 - A description of all affected media (water and/or soil).
 - The cause of discharge.
 - Damages or injuries caused by the discharge.
- Response Measure taken:
 - For containment.
 - For clean up
 - Has the source been stopped?
 - Will an evacuation be required?
 - Name of individual and organization who have been contacted.
- Weather:
 - Raining?
 - Air Temperature?
 - Wind speed direction

Do not wait until all information is known to contact agencies
Do not hang up until all questions are answered.

E. Spill Response

The following spill response procedures provide guidelines for use by those on duty to respond to releases. They are not meant to supplant the use of common sense and good judgment during emergencies. Do not contact any spilled material unless wearing proper personal protective equipment per the MSDS.

1. Notify Supervisor as soon as it is safe to do so.
 - If the spill involves fire, the supervisor will call 911 immediately.
 - The supervisor will notify the Plan Coordinator and take charge until the Plan Coordinator or Alternate Plan Coordinator arrives.
 - The Plan Coordinator or Alternate Plan Coordinator will take charge of the situation on arrival.
2. Evacuate the site immediately.
3. Aid any persons that have been injured or contaminated or are in danger of being injured or contaminated. Do not put yourself in danger trying to save someone else. If someone is contaminated with material, avoid contacting that person. Do not attempt to move anyone who may have a back injury.
4. Stop flow if it is safe to do so. Stop the source of the spill and contain the material that has already been spilled. Do this only if it can be accomplished safely without endangering life or property. Minimizing the amount of material spilled reduces the potential for discharge and the amount of clean up necessary.
5. Alert others in the area to stay clear.
6. Eliminate ignition sources in the area.
7. Contain Spill if it has or is about to enter storm drains. Place absorbent material into position to contain spill. Care should be used to prevent the spill from leaving the site or entering sewers or storm drains.
8. Clean up spilled material with absorbent materials, dikes, etc. Contact contractors (see below) for assistance if necessary.
9. Notify personnel and agencies presented in Section VII-A.

F. O&M Coordinator Responsibilities

- In charge of overall incident response
- Calling emergency numbers
- Notify people in the area and advising them to stay away from the spill.
- Coordinate with outside emergency response and providing technical information.
- Reporting emergency incidents to appropriate agencies.
- Authorizing non-emergency cleanup measures.
- Ensuring compliance with applicable federal, state and local rules and regulations.

G. Response Equipment – External Response Equipment

Contractors may be contacted to provide the following spill response equipment:

- Bins and equipment for used absorbent removal.
- Vacuum truck to collect and remove spilled material.

H. Spill Response, Containment, and Cleanup Contractors and Materials

| Cleanup Material/Equipment | Location | Response Time |
|--------------------------------------|----------|---------------|
| Spill kits and/or absorbent material | Onsite | Immediate |
| Brooms | Onsite | Immediate |
| | | |

| Contractor | Location | Response Time |
|------------|----------|------------------|
| | | Less than 1 hour |
| | | |

I. Spill Cleanup Procedures

Materials generated during spill response activities must be disposed of in accordance with applicable federal, state and local regulations.

There may be various types of waste generated during response activities. Below is a list of common materials and disposal requirement.

- Free product: if there is a large amount of this material, a vacuum truck should be contracted to collect and haul it to a licensed treatment, storage, and disposal facility for recycling or disposal. Small spills may be cleaned up using absorbent material.
- Soiled rags, brooms, and absorbent material should be drummed up and sent to a licensed treatment, storage, and disposal facility for disposal.

J. Receiving Water Body

Stormwater runoff that leaves the site will pass through the permanent control measures previously described (Contech CDS unit and an infiltration trench). If capacity of the retention facility is exceeded, storm water will overflow into Olive Street, and ultimately enter the City of Oxnard storm drain system. The City of Oxnard storm drain system drains to the Pacific Ocean.

K. Sampling Plan

During a spill it may be possible for contaminated material to enter the storm drain system. If contaminated material enters the storm drain system, it may be prudent to take samples to document the amount of material released.

If sampling is performed, samples should be taken at the storm drain inlet where contaminated material is entering.

The samples must be sent to a State Certified laboratory for analysis. The following procedures will be used for taking the samples:

- Collect samples in sampling containers. Ensure that the sample is free of excess debris (leaves, paper fragments, etc.). Fill the container to the top.
- The closed sample container may be sealed with custody tape, which can be obtained from the test laboratory with the sample bottles. Do not seal the bottles with other types of tapes (scotch, duct, cellophane, etc.) as organic material from the tape may contaminate the sample.
- Label samples with the following information:

| | |
|---------------------|----------------------|
| Company Name | Date Sampled |
| Time Sampled | Collection Point |
| Sampled Description | Preservative |
| Analysis Required | Special Requirements |
- The laboratory should be instructed to analyze for the constituents that may have been discharged. In the event of oil spill, the sample should be analyzed for "Oil & Grease".
- Complete a chain of custody form recording pertinent information including the information listed above and the signature of the person taking the sample. The test laboratory will provide the chain of custody forms.
- If possible, chill the samples to 4°C (40°F) until the samples are delivered to the laboratory. Do not freeze samples
- Send the samples to a State Certified laboratory, or call the laboratory to have the sample picked up. A State Certified Laboratory may be selected from the list of Certified laboratories found at the following link:

<http://www.cdph.ca.gov/certlic/labs/Pages/ELAP.aspx>

Facility Changes

A complete review of this O&M Plan will occur prior to any facility changes which could significantly affect the character or quantity of pollutants discharging into the stormwater control measures.

This O&M will be amended:

- When there is a change in operations which may significantly affect the character or quantity of pollutants discharging into the on-site storm drain system; or
- When deemed necessary by the Owner.

Minor administrative changes to the O&M (changes in names, phone numbers, etc.) may be made by the O&M Coordinator.

Amendments to the O&M will be noted in the Amendment log in Appendix B.

SECTION V. Training

The following personnel will be trained in the requirements of this O&M:

| Title | Responsibilities |
|----------------------|---|
| O&M Coordinator | O&M Implementation. Verification and documentation that O&M training is performed (Include in Appendix D) |
| Designated Employees | Inspection and maintenance of catch basins, catch basin signage, and infiltration facilities (trenches and basins). |
| | |
| | |

Personnel Responsible for implementation of storm water maintenance shall receive training concerning the element of this plan at least once a year. Training shall include:

- How to conduct an adequate inspection of all stormwater control measures using the inspection checklist.
- Good housekeeping procedures
- Persons to contact and current phone numbers of the site manager and emergency response personnel, review stormwater sign locations and what they mean.
- Landscape maintenance, on-going.
- Proper maintenance of all pollution mitigation devices.
- Identification and cleanup procedures for spills and overflows.
- Safety concerns when maintaining devices and cleaning spills.

SECTION VI. Basic Inspection and Maintenance Activities

Inspection and maintenance procedures are presented in Section III and discussed in this section.

A. Inspection Logs

See the Stormwater Control Measures Maintenance/Inspection Tables in Section III for maintenance/inspection requirements for onsite stormwater control measures. Additional information can be found in Appendix C and E.

B. Inspection Logs

An inspection log is presented in Appendix C. This log presents information on how to conduct inspections and will be used to document inspection activities.

Completed inspection logs will be kept on file for five years.

C. Maintenance Activities

Various contractors will be used to perform maintenance activities. Contractors and/or maintenance services will be responsible for training and ensuring the safety of their employees.

D. Maintenance Records.

Maintenance records (invoices, work orders, or maintenance logs) will be kept on file for five years. Maintenance logs can be found in Appendix C.

SECTION VII. Revisions of Pollution Mitigation Measures

If corrective measures or modifications need to be made to the stormwater control measures or procedures, approval must be obtained from the City of Oxnard, Land Development Engineering Division prior to commencing any work.

Any corrective measures or modifications must not cause storm water discharges to bypass or otherwise impede existing storm water control measures.

Minor administrative changes to the O&M do not need to be submitted to the City.

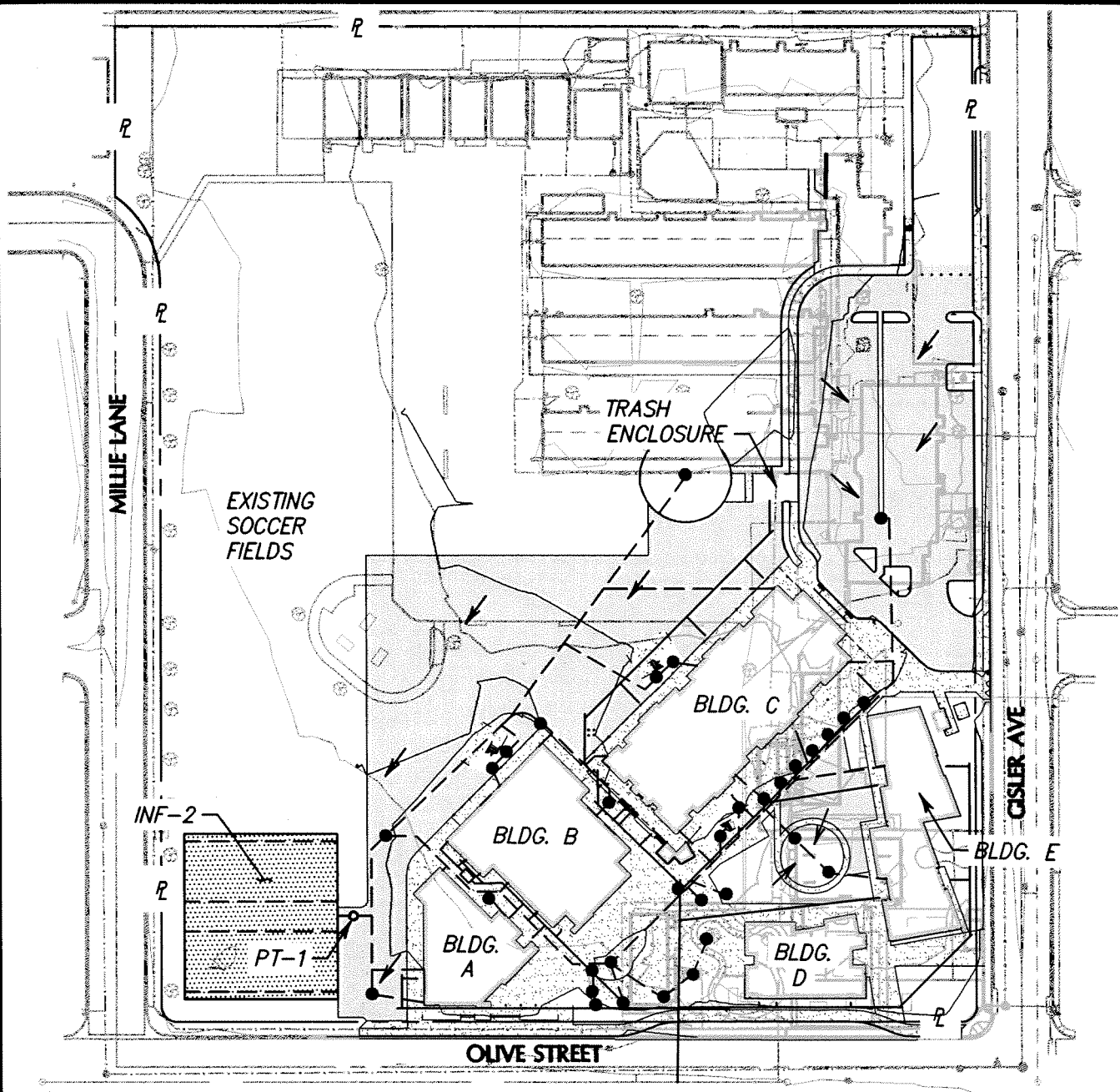
SECTION VIII. Monitoring and Reporting Program

Since the regulatory agencies have not requested performance testing and reporting, this will not be performed on this site.










APPENDIX A

Location Map
Site Map

J:\D0025248\Eng\Exhibits\5428_Elem_School_O&M_Appendix A_Site Plan.dwg Oct 28, 2014, 1:11pm elabuda

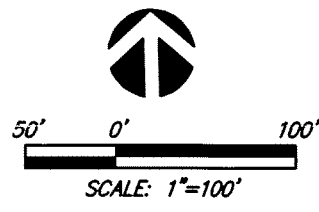


LEGEND

-  CONCRETE
-  INFILTRATION TRENCH
-  ASPHALT
-  PROPOSED ONSITE SD
-  CATCH BASIN
-  DRAINAGE PATTERN
-  PT-1 CONTECH CDS UNIT (HYDRODYNAMIC SEPARATOR)
-  INF-2 INFILTRATION TRENCH
-  SANITARY SEWER PIPE

TOTAL SITE AREA = 4.1 AC

NOTE: IN THE CASE THAT CAPACITY OF THE INFILTRATION TRENCH IS EXCEEDED, RUNOFF WILL SPILL THROUGH THE CAMPUS, INTO OLIVE STREET



1672 DONLON STREET
VENTURA, CALIF. 93003
PHONE 805/654-6977
FAX 805/654-6979

**O&M SITE PLAN
HARRINGTON
ELEMENTARY SCHOOL**

**SHEET
1 OF 1
Oct 28, 2014**

APPENDIX B

Amendment Log

Appendix C

Stormwater Control Measures Inspection and Maintenance Checklists

Storm Water Inspection Device Inspection Log

Inspected by (Name & Title): _____

Inspection Date: _____

Signature: _____

| Area to Inspect | Check when complete | Comments/Corrective Action |
|---|---------------------|----------------------------|
| Inspect trash enclosures for general condition and cleanliness | | |
| Inspect retention facilities. <ul style="list-style-type: none">• Remove trash and debris as necessary• Ensure the grass is in good condition. | | |
| Inspect areas around storm drain inlet structures: <ul style="list-style-type: none">• Remove trash and debris as necessary• If necessary, clean these areas to prevent material from entering storm drain system. | | |
| Ensure signage at storm drain inlet structures is legible. | | |

Keep completed inspection forms on file for five years.

Notes /Comments:

Board Agenda Item

NAME OF CONTRIBUTOR: Jorge B. Gutierrez **DATE OF MEETING:** January 21, 2015

Study Session _____
Closed Session _____
A. Preliminary _____
B. Hearing _____
C. Consent Agenda X
D. Action Items _____
E. Reports/Discussion Items (no action) _____
F. Board Policies 1st Reading _____ 2nd Reading _____

TITLE: Declaration of Restrictive Covenant for Storm Water Quality Control Measures, Maintenance and Access- Harrington Preschool Project

The District is required to comply with all necessary approvals from applicable governmental agencies including the City of Oxnard. One of these requirements is the execution of a Declaration of Restrictive Covenant for Storm Water Quality Control Measures, Maintenance and Access with the City of Oxnard for the Harrington Preschool Project. District will be responsible for on-site storm water quality control measures and operational/maintenance requirements on the school site to minimize pollutants in urban runoff. The storm water quality control measures include; the maintenance and inspection of the infiltration basin and infiltration trench; and parking lot(s) to be maintained free of litter and debris.

FISCAL IMPACT

None

RECOMMENDATION:

It is the recommendation of the Executive Director of Facilities, Engineering and Operations that the Board of Trustees authorize Dr. Cesar Morales, Superintendent to execute the Declaration of Restrictive Covenant for Storm Water Quality Control Measure, Maintenance and Access.

ADDITIONAL MATERIAL:

1. Copy of Declaration of Restrictive Covenant for Storm Water Quality Control Measures, Maintenance and Access-Harrington Preschool

RECORDING REQUESTED BY:

City of Oxnard

Request recording without fee. Record
for benefit of City of Oxnard pursuant
to Section 6103 of Government Code

WHEN RECORDED MAIL TO:

Oxnard City Clerk's Office

305 West Third Street

Oxnard, California 93030

**Declaration of Restrictive Covenant
For Storm Water Quality Control Measures
Maintenance and Access**

THIS DECLARATION OF RESTRICTIVE COVENANT is executed by
Oxnard School District

1055 South C Street

Oxnard, CA 93030

(*"DECLARANT"*),

this ____ day of _____ 20 14 , in favor of the CITY OF OXNARD, a municipal
corporation (*"CITY"*), located in the County of Ventura, State of California;

WHEREAS, DECLARANT owns real property (*"Property"*) in the City of Oxnard,
County of Ventura, State of California, (APN(s) 204-0-211-300)
more specifically described in Exhibit "A", which exhibit is attached hereto and incorporated
herein by this reference; and

WHEREAS, Planning and Zoning Permit(s) NP 14-08 Phase I (*"Project"*)
approved on the Property require(s) implementation and continual maintenance of on-site storm
water quality control measures to minimize pollutants in urban runoff; and

WHEREAS, DECLARANT has chosen to install, operate, and maintain the storm water
quality control measures depicted in the Site Map (Exhibit *"B"*) in accordance with the
Operations and Maintenance Plan (Exhibit *"C"*), which exhibits are attached hereto and
incorporated herein by this reference, hereinafter referred to as *"the Control Measures"*, as the
Project on-site storm water quality control measures to minimize pollutants in urban runoff.
Installation of the Control Measures is more particularly shown on City of Oxnard Drawing
Number 14-37A ; and

WHEREAS, Project conditions of approval obligate DECLARANT to maintain the
Control Measures; and

WHEREAS, the Control Measures have been (or will be) installed in accordance with
plans and specifications accepted by CITY; and

WHEREAS, the Control Measures, having been (or to be) installed on private property
and draining only private property, are private facilities with all inspection, maintenance or
replacement therefore being the sole responsibility of DECLARANT in accordance with the
terms of this Covenant; and

WHEREAS, DECLARANT is aware that periodic and continuous maintenance, including, but not necessarily limited to, filter material replacement and sediment removal, is required to assure peak performance of the Control Measures and that, furthermore, such maintenance activities will require compliance with all Local, State, and Federal laws and regulations, including those pertaining to confined space and waste disposal methods, in effect at the time such maintenance occurs.

NOW, THEREFORE, DECLARANT covenants as follows:

1. DECLARANT hereby provides CITY or CITY'S designee complete access, of any duration, to the Control Measures and their immediate vicinity at any time, upon reasonable notice, or in the event of emergency, as determined by CITY'S Director of Public Works ("Director") no advance notice, for the purpose of inspection, sampling, and/or testing of the Control Measures, and in case of emergency, to undertake all necessary repairs or other preventative measures at DECLARANT'S expense as provided in paragraph 3 below. CITY shall make reasonable efforts to minimize or avoid interference with DECLARANT'S use of Property.
2. DECLARANT shall use its best efforts to diligently maintain the Control Measures in a manner assuring peak performance at all times. DECLARANT agrees that the minimum periodic maintenance to be performed by DECLARANT to minimize pollutants in runoff from Property is specified within Exhibit "C". DECLARANT acknowledges that significantly more maintenance may be required to assure peak performance as is required by this Covenant. DECLARANT and DECLARANT'S representative or contractor shall exercise all reasonable precautions during removal and extraction of material(s) from the Control Measures and the ultimate disposal of the material(s) in a manner consistent with all relevant laws and regulations in effect at the time. As may be requested from time to time by CITY, DECLARANT shall provide CITY with documentation identifying the material(s) removed, the quantity, and disposal destination. DECLARANT shall maintain records of all maintenance performed on the Control Measures.
3. In the event DECLARANT, or its successors or assigns, in the opinion of Director, fails to accomplish the necessary maintenance contemplated by this Covenant, then following written notice to DECLARANT and after a reasonable period within which to cure (of not more than seven (7) days), Director is hereby authorized by DECLARANT to cause any necessary maintenance to be done and charge the entire cost and expense to the DECLARANT or DECLARANT'S successors or assigns, including administrative costs, attorneys fees and interest thereon at the maximum rate authorized by the Civil Code from the date of the notice of expense until paid in full.
4. In event of legal action occasioned by any default or action of DECLARANT, DECLARANT agree(s) to pay all costs incurred by CITY in enforcing the terms of this Covenant, including reasonable attorney's fees and costs, and that CITY may record such costs (including costs incurred under item 3 above) as a special assessment against Property or as a lien on Property if DECLARANT fails to pay such costs within 30 days of CITY providing DECLARANT with an invoice detailing such costs.
5. CITY may require DECLARANT to post security in a form and for a time period satisfactory to CITY to guarantee the performance of the obligations stated herein. Should DECLARANT fail to perform the obligations under the Covenant, CITY may, in the case of a cash bond, act for DECLARANT using the proceeds from it, or in the case of a surety

bond, require the sureties to perform the obligations of this Covenant. As an additional remedy, Director may withdraw any previous storm water related approval with respect to the property on which the Control Measures have been installed until such time as DECLARANT pays to CITY its reasonable costs incurred in accordance with paragraphs 3 and 4 above.

6. This Covenant shall be recorded in the Office of the Recorder of Ventura County, California and shall constitute notice to all successors and assigns of the title to Property of the obligation herein set forth, and shall also constitute a lien in such amount as will fully reimburse CITY, including interest as herein above set forth, subject to foreclosure in event of default in payment.
7. DECLARANT agrees to indemnify, defend and hold harmless CITY and its officers, agents, employees and other authorized representatives from any and all liability, claims, demands, damages (whether contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses of litigation or arbitration, which result or are claimed to have resulted directly or indirectly from the wrongful or negligent acts, errors or omissions of DECLARANT or any of its employees, agents, or contractors in fulfilling DECLARANT'S obligations provided for in this Covenant, except in cases of sole negligence on the part of CITY or its officers, agents, employees or subcontractors.
8. The obligations herein undertaken by DECLARANT shall be deemed to be covenants running with Property and shall be binding upon the heirs, successors, executors, administrators and assigns of DECLARANT. The term "DECLARANT" shall include not only the present DECLARANT, but also DECLARANT'S heirs, successors, executors, administrators, and assigns. DECLARANT shall notify any successor to title of all or part of Property of the existence of this Covenant. DECLARANT shall provide such notice prior to such successor obtaining an interest in all or part of Property. DECLARANT shall provide a copy of such notice to CITY at the same time such notice is provided to the successor.
9. Time is of the essence in the performance of this Covenant.
10. Any notice to a party required or called for in this Covenant shall be served in person, or by deposit in the U.S. Mail, first class postage prepaid, to the address set forth below. Notice(s) shall be deemed effective upon receipt, or seventy-two (72) hours after deposit in the U.S. Mail, whichever is earlier. A party may change a notice address only by providing written notice thereof to the other party.

If to CITY:

City of Oxnard

Development Services Dept.

Attn: Development Services Manager

214 S. C Street

Oxnard, CA 93030

If to DECLARANT:

Oxnard School District

1055 South C Street

Oxnard, CA 93030

IN WITNESS THEREOF, DECLARANT has executed this Restrictive Covenant as of the date first written above.

DECLARANT:

DECLARANT:

Entity: _____

Entity: _____

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print Name)

Name: _____
(Print Name)

Title: _____

Title: _____

NOTARY ACKNOWLEDGEMENT REQUIRED

STATE OF CALIFORNIA
COUNTY OF _____

On _____ before me, _____,
(here insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

STATE OF CALIFORNIA
COUNTY OF _____

On _____ before me, _____,
(here insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

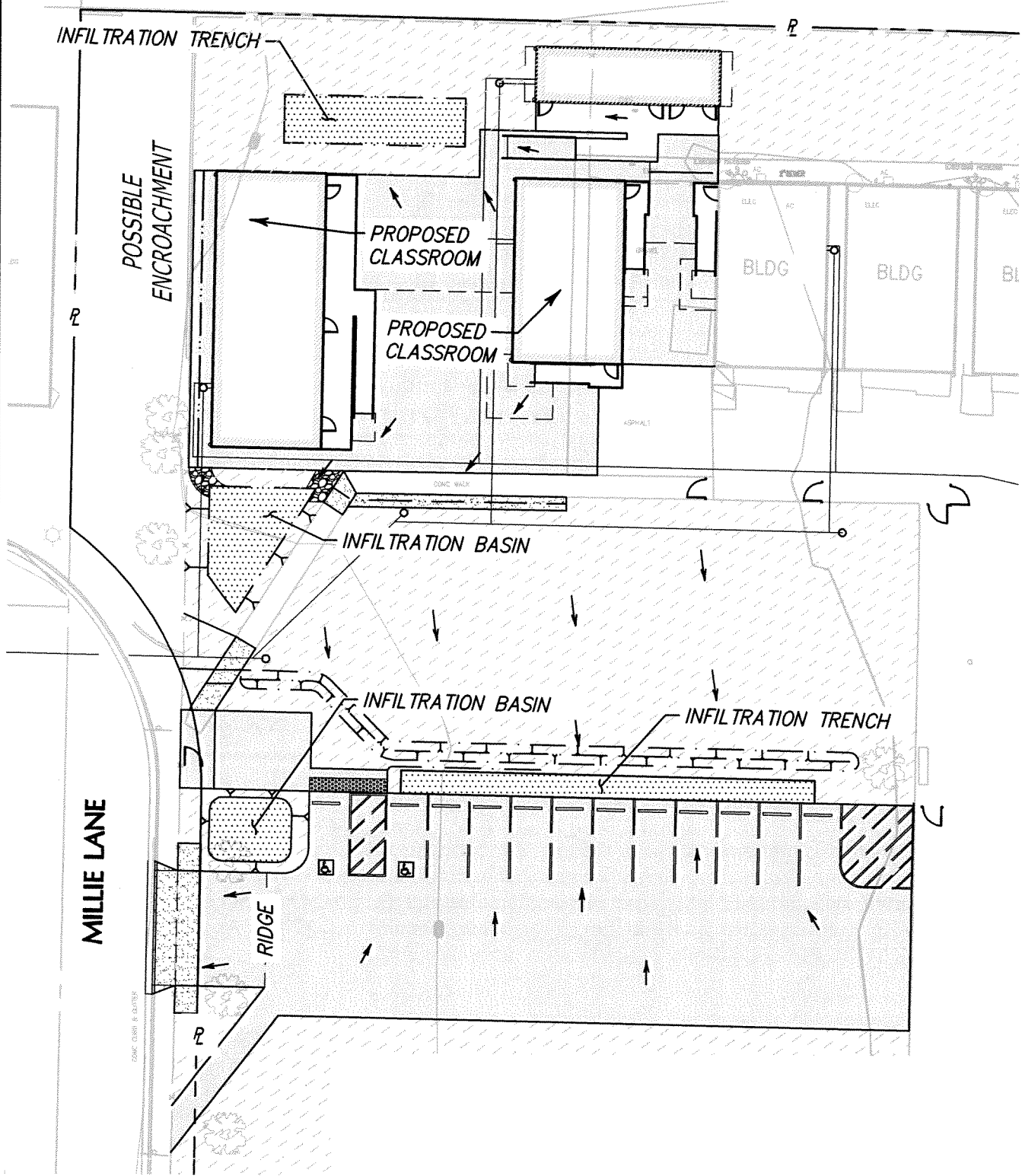
EXHIBIT "A"

Legal Description:




204-0-211-300

Portion of Subdivision 40 and 44, Rancho El Rio de Santa Clara O' la Colonia, in the City of Oxnard, County of Ventura, State of California as recorded May 1, 1953 in Book 15, at Page 72 in Record of Surveys in the Office of the County Recorder of said county.

EXHIBIT "B" (Site Map)



LEGEND

-  LANDSCAPING
-  INFILTRATION BASIN/TRENCH (AS NOTED)
-  ASPHALT

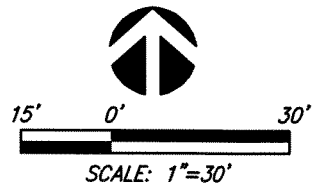


EXHIBIT "C"

O&M PLAN

Operations and Maintenance Plan

Harrington Preschool
2501 Gisler Avenue
Oxnard, CA

APN 204-0-200-300

LEGAL DESCRIPTION: *Portion of Subdivision 40 and 44, Rancho El Rio de Santa Clara O' la Colonia, in the City of Oxnard, County of Ventura, State of California as recorded May 1, 1953 in Book 15, at Page 72 in Record of Surveys in the Office of the County Recorder of said county.*

NP 14-08 Phase I

Prepared for:
Oxnard School District
1055 South C Street
Oxnard, CA 93030

Prepared by:
Jensen Design & Survey, Inc.
1672 Donlon Street
Ventura, CA 93003
Telephone: (805) 654-6977
Fax: (805) 654-6979

Date: October 27, 2014

TABLE OF CONTENTS

| | |
|--|-----------|
| SECTION I. INTRODUCTION | 1 |
| SECTION II. SITE MAP | 3 |
| SECTION III. SITE CONTROL MEASURE DESCRIPTIONS AND OPERATIONAL/MAINTENANCE REQUIREMENTS | 4 |
| SECTION IV. SPILL PLAN | 10 |
| A. On-Site Spills | 10 |
| C. Spills that Threaten Navigable Water | 10 |
| D. Information to Include in Oral Notification: | 11 |
| E. Spill Response | 11 |
| F. O&M Coordinator Responsibilities | 12 |
| G. Response Equipment – External Response Equipment | 13 |
| H. Spill Response, Containment, and Cleanup Contractors and Materials | 13 |
| I. Spill Cleanup Procedures | 13 |
| J. Receiving Water Body | 14 |
| K. Sampling Plan | 14 |
| SECTION V. FACILITY CHANGES | 15 |
| SECTION VI. TRAINING | 16 |
| SECTION VII. BASIC INSPECTION AND MAINTENANCE ACTIVITIES | 17 |
| A. Inspection Logs | 17 |
| B. Inspection Logs | 17 |
| C. Maintenance Activities | 17 |

| | |
|---|-----------|
| D. Maintenance Records. | 17 |
| SECTION VIII. REVISIONS OF POLLUTION MITIGATION MEASURES | 18 |
| SECTION IX. MONITORING AND REPORTING PROGRAM | 19 |

Appendix A Location and Site Maps

Appendix B Amendment Log

Appendix C Storm Water Control Measures Inspection and Maintenance Checklists

Appendix D Training Forms

Appendix E Storm Water Control Measures O&M Procedures

SECTION I. Introduction

Project: Harrington Preschool

Planning and Zoning Permit: NP 14-08 Phase I

Project Address: 2501 Gisler Avenue, Oxnard, CA

Facility Operator: Same as owner (See below)

Contact: Jorge Gutierrez
Director of Facilities
Phone: 805-385-1514

Owner: Oxnard School District
1055 South C Street
Oxnard, CA 93030

This Operation and Maintenance Plan (O&M) has been prepared for the Harrington Preschool facility. The existing preschool is being temporarily relocated to the northwest corner of the existing campus near the intersection of Millie Lane and Maple Street. Two new classrooms and a restroom building will be installed. Additional improvements include a parking lot and asphalt paving around the proposed classrooms. Runoff from the site will be directed to one of the four onsite retention facilities for treatment before entering the City of Oxnard storm drain system.

This O&M has been prepared to comply with the requirements of the 2010 Ventura County Municipal Separate Storm Sewer System (MS4) permit (Order No. R4-2010-0108). This document was developed as part of the MS4 program to address stormwater pollution for new development. This document is prepared to comply with the MS4 permit and to meet the following objectives:

- Effectively prevent non-storm water discharges
- Reduce the discharge of pollutants from storm water conveyance systems to the Maximum Extent Practicable (MEP statutory standards).

Primary Sources of Pollutants

- Parking Lot: Potential and anticipated pollutants such as automotive liquid residue (i.e. engine oils, antifreeze leaks, and break particles, etc.).

Pollutants of Concern

- Anticipated Potential Pollutants from the Project Site:
 - Pesticides
 - Sediments
 - Trash/Debris
 - Oil & Grease

- Potential Pollutants from the Project Site:
 - Bacteria
 - Nutrients
 - Organic Compounds

- Pollutants of Concern:
 - Sediments
 - Pesticides
 - Nutrient and Bacteria

O&M Implementation Responsibility

Operation and maintenance of the onsite Storm Water Quality Control Measures will be provided by Retirement Housing Foundation (owner). The O&M Coordinator has the primary responsibility to implement this O&M. The following table represents the personnel responsible for implementation of this plan:

Table III-1 O&M Implementation Responsibility

| Company | Contact and Telephone Number | Responsibility |
|---|--|----------------------------|
| Oxnard School District 1055 South C Street Oxnard, CA 93030 | Jorge Gutierrez Director of Facilities Phone: 805-385-1514 | Facility Operator/Owner |

Financing for the operation, inspection, routine maintenance, and upkeep of the stormwater control measures will be provided by the Oxnard School District.

SECTION II. Site Map

Site and Vicinity Location drawings are included in Appendix A of this document. The Site map identifies the following:

- Site boundaries, acreage and drainage patterns.
- Site discharge locations.
- Location of soft and hard surfaces.
- Location of existing and proposed storm drain facilities.
- Location of private sanitary sewer system.
- Location of expected sources of pollution generation. These areas include:
 - Outdoor work or storage areas.
 - Truck traffic area and general parking areas.
- Location of stormwater management control measures.

SECTION III. Site Control Measure Descriptions and Operational/Maintenance Requirements

The facility is equipped with the following permanent storm water control measures:

- Drain inlet structures will be marked with the wording “Don’t Dump – Drains to Ocean”
- Two (2) infiltration basins for stormwater retention prior to draining into the City of Oxnard storm drain system
- Two (2) infiltration trenches for stormwater retention prior to draining into the City of Oxnard storm drain system

Refer to the Site Map in Appendix A for location of the Permanent Control Measures.

An authorized representative of Sonata Apartments is responsible for inspection, maintenance and cleanup of illicit discharges from the facility. Inspection and maintenance of all structural storm water treatment devices shall be performed as shown below. Proof/documentation of inspections shall be retained for at least three years. See tables below for maintenance/inspection requirements for stormwater control measures.

Stormwater Control Measures Maintenance/Inspection Tables

| Storm Water Quality Control Measure or Pollutant Source | Inspection Frequency | Operations/Maintenance Activities |
|---|----------------------|---|
| Landscape Maintenance | As needed | <u>Procedure:</u> Landscape maintenance contractor will maintain all landscape areas. A careful handling and disposal activities for herbicide and pesticide/fertilizer (if used) will be performed on site. <u>Inspection:</u> Observe and log on inspection list as necessary. |

Inspection and maintenance of project Storm Water Quality Control Measures (Control Measures) shall be performed by the responsible party identified in Section 1 at a minimum as indicated below and in Section 7 of this plan. Additional inspection and maintenance may be required to assuring peak performance of Control Measures at all times.

| Storm Water Quality Control Measure or Pollutant Source | Inspection Frequency | Operations/Maintenance Activities |
|---|--|---|
| <p>1 - "Don't dump – Drains to Ocean" Placard maintenance at all onsite catch basins/inlets.</p> <p><input type="checkbox"/> Applicable <input checked="" type="checkbox"/> Not Applicable</p> | <p><input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> Yearly <input type="checkbox"/> Prior to Rainy Season (Oct 1st) <input type="checkbox"/> End of Rainy Season (April 15th) <input type="checkbox"/> After large Rain Events <input type="checkbox"/> Minimum of ___ times per year <input type="checkbox"/> As Needed (Minimum of yearly) <input type="checkbox"/> Other _____</p> | <p>Replace placard if missing, defaced, or unreadable.</p> |
| <p>2 - Onsite Trash Enclosure to be provided with a solid roof and to be kept clean and free of spills.</p> <p><input type="checkbox"/> Applicable <input checked="" type="checkbox"/> Not Applicable</p> | <p><input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Yearly <input type="checkbox"/> Prior to Rainy Season (Oct 1st) <input type="checkbox"/> End of Rainy Season (April 15th) <input type="checkbox"/> After large Rain Events <input type="checkbox"/> Minimum of ___ times per year <input type="checkbox"/> As Needed (Minimum of yearly) <input type="checkbox"/> Other _____</p> | <p>a) Remove trash and debris from floor and walls of enclosure. b) Inspect roof structure for leaks and repair as needed.</p> |

| Storm Water Quality Control Measure or Pollutant Source | Inspection Frequency | Operations/Maintenance Activities |
|--|--|---|
| <p>3 - Onsite storm drain system to be kept clean and clear of obstructions.</p> <p><input type="checkbox"/> Applicable <input checked="" type="checkbox"/> Not Applicable</p> | <p><input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Yearly <input checked="" type="checkbox"/> Prior to Rainy Season (Oct 1st) <input checked="" type="checkbox"/> End of Rainy Season (Apr 15th) <input checked="" type="checkbox"/> After large Rain Events <input type="checkbox"/> Minimum of __ times per year <input checked="" type="checkbox"/> As Needed (Minimum of yearly) <input type="checkbox"/> Other _____</p> | <p>Inspect and clean onsite catch basins and storm drain piping.</p> |
| <p>4 - Parking lot(s) to be maintained free of litter and debris.</p> <p><input checked="" type="checkbox"/> Applicable <input type="checkbox"/> Not Applicable</p> | <p><input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Yearly <input checked="" type="checkbox"/> Prior to Rainy Season (Oct 1st) <input type="checkbox"/> End of Rainy Season (April 15th) <input type="checkbox"/> After large Rain Events <input type="checkbox"/> Minimum of __ times per year <input checked="" type="checkbox"/> As Needed (Minimum of yearly) <input type="checkbox"/> Other _____</p> | <p>Sidewalks and parking lots to be swept regularly to prevent accumulation of litter and debris. Litter, debris, and any cleaning agents will be trapped and collected to prevent entry into storm drain system.</p> |

5 – INF-1: Infiltration Basin

An earthen basin constructed in naturally pervious soils with a flat bottom to allow retained runoff to percolate into the underlying native soils.

Inspection Frequency

- Monthly Quarterly Yearly
- Prior to Rainy Season (Oct 1st)
- End of Rainy Season (April 15th)
- After large Rain Events
- Minimum of _____ times per year
- As Needed (Minimum of yearly)
- Other _____

Operations/Maintenance Activities

Infiltration Basin maintenance should include frequent inspection to ensure that surface ponding infiltrates into the subsurface completely within 12 hours.

The following operations and maintenance activities along with regular inspections are important for proper function of Infiltration Basins:

- 1) Regular inspection and removal of sediment, debris, and trash from pretreatment areas.
- 2) If water is noticed in the basin more than 72 hours after a major storm the infiltration facility may be clogged. Maintenance activities triggered by a potentially clogged facility include:
 - a. Check for debris/sediment accumulation, rake surface, and remove sediment (if any) and evaluate potential sources of sediment and debris. Add or increase provision of pre-treatment if necessary;
 - b. Removal of the top layer of native soil may be required to restore infiltrative capacity;
 - c. Debris or algae growth located on top of the infiltration facility should be removed and disposed of properly;
 - d. Facilities shall be inspected annually. Trash and debris should be removed as needed, but at least annually prior to the beginning of the wet season.
- 3) Site vegetation should be maintained as frequently as necessary to maintain the aesthetic appearance of the site, and as follows:
 - a. Slopes that become eroded or bare must be re-graded (if necessary) and revegetated;
 - b. Grass must be mowed to 4" – 9" high and grass clippings removed.
 - c. Fallen leaves, trash and debris must be raked and removed.
 - d. Invasive vegetation, such as Castor Bean, Alligatorweed, and Giant Reed must be removed and replaced with non-invasive species.
 - e. Dead vegetation must be removed if it exceeds 10% of area coverage. Vegetation must be replaced immediately to maintain cover density and control erosion.
- 4) Additional site specific Operations/Maintenance Activities are included in Appendix E.
- 5) Perform inspections and complete **I.5 – Infiltration BMP Inspection and Maintenance Checklist** (Found in Section VII– Basic Inspection and Maintenance Activities) at frequency specified in Inspection Frequency section. Maintain records of completed inspections for a minimum of three years.

6 – INF-2: Infiltration Trench

Infiltration trenches are long, narrow, gravel-filled trenches, often vegetated that infiltrate storm water runoff from small drainage areas. The majority of runoff is stored in the void space within the gravel and infiltrates through the sides and bottom of the trench.

Inspection Frequency

- Monthly Quarterly Yearly
- Prior to Rainy Season (Oct 1st)
- End of Rainy Season (April 15th)
- After large Rain Events
- Minimum of 2 times per year
- As Needed (Minimum of yearly)
- Other _____

Operations/Maintenance Activities

Infiltration trench maintenance should include frequent inspection to ensure that water infiltrates into the subsurface completely within 72 hours.

The following operations and maintenance activities along with regular inspections are important for proper function of Infiltration Trenches:

- 1) Regular inspection and removal of sediment, debris, and trash from pretreatment areas.
- 2) If water is noticed in the observation well of the trench more than 72 hours after a major storm, the infiltration trench may be clogged. Maintenance activities triggered by a potentially clogged facility include:
 - a. Assessment of the condition of the top aggregate layer for sediment buildup and crusting. Remove the top layer of pea gravel and replace.
 - b. If slow draining condition persists, entire trench may need to be excavated and replaced.
- 3) Debris or algae growth located on top of the infiltration trench should be removed and disposed of properly;
- 4) Clean when loss of infiltrative capacity is observed. If drawdown time is observed to have increased significantly over the design drawdown time of 72 hours, removal of sediment may be necessary. This is an expensive maintenance activity and the need for it can be minimized through prevention of upstream erosion.
- 5) Keep vegetative cover mowed to a height of between N/A inches and N/A inches.
- 6) Site vegetation should be maintained as frequently as necessary to maintain the aesthetic appearance of the site. Monitor health of vegetation and replace as necessary.
- 7) Inspect and control for mosquitoes and other vectors as necessary.
- 8) Additional site specific Operations/Maintenance Activities are included in Appendix E.
- 9) Perform inspections and complete **I.5 – Infiltration BMP Inspection and Maintenance Checklist** (Found in Section VII- Basic Inspection and Maintenance Activities) at frequency specified in Inspection Frequency section. Maintain records of completed inspections for a minimum of three years.

Housekeeping Procedures

Good housekeeping practices will be followed at the site. Housekeeping practices to control contamination of storm water runoff include:

- Maintaining the site in a clean and orderly manner to minimize the potential for materials to impact storm water.
- Avoid over-watering landscape
- Storing hazardous material in leak-proof containers in designated indoor storage areas.
- If hazardous materials are stored outside, storing them in a manner to minimize contact with storm water.
- Properly containing and disposing of sweepings and sediments.
- Promptly cleaning up spills and removing contaminated materials.
- Handling materials to minimize the potential for release.
- Sweep paved areas periodically to remove excess dust and dirt.
- Check dock area daily for spill materials (oil & grease, etc.) and clean as necessary.
- Check trash enclosure and surrounding areas weekly for debris and residue and clean as necessary.

Infiltration Trench O&M Procedures

Please refer to Appendix E for Infiltration Trench Operations and Maintenance Procedures.

Infiltration Basin O&M Procedures

Please refer to Appendix E for Infiltration Basin Operations and Maintenance Procedures.

SECTION IV. Spill Plan

If there has been a release of hazardous material, follow the notification procedures presented below.

A. On-Site Spills

Immediately contact the O&M coordinator listed in Table III-1.

If the O&M Coordinator is unavailable, immediately notify the following agencies. If the O&M Coordinator is available, they should make these notifications.

| | |
|---|---|
| Local Emergency Response | 911 |
| Ventura County Spill Hotline | (805) 320-6244 |
| City of Ventura Illicit Discharge Spill Hotline | 911 |
| State Office of Emergency Services (OES) | (800) 852-7550 |
| Ventura County Environmental Health Department | (805) 654-2813 (during business hours) 911 (After hours) |
| State Regional Water Quality Control Board | (213) 576-6600 |

If waste oil is spilled, contact the Department of Toxic Substance Control (DTSC)
(800) 260-3972 (during business hours)
(800) 852-7550 (after hours)

B. Spills running Off-Site

- Follow sequence action noted above.
- Notify the National Response Center at (800) 424-8802

C. Spills that Threaten Navigable Water

- Follow sequence action noted above.
- Notify United States Coast Guard at (562) 980-4444

D. Information to Include in Oral Notification:

When reporting to government agencies is required, notification should be made as soon as possible. Below are possible questions that the agency may ask.

Document all reports to regulatory agencies. Ask the name and position of person you have contacted and note the agency and the time of your call. Write this information down. Follow the steps below:

- Give the facility name, address and phone number as well as your name and position.
- Date and time of the spill:
 - Time or estimated time spill began.
 - Duration of spill or if it is continuing.
 - Location of spill
- Spill information:
 - Materials spilled.
 - Volume or estimated volume spilled.
 - Has spill entered storm drain or navigable waters? If so, how much?
 - The source of the discharge.
 - A description of all affected media (water and/or soil).
 - The cause of discharge.
 - Damages or injuries caused by the discharge.
- Response Measure taken:
 - For containment.
 - For clean up
 - Has the source been stopped?
 - Will an evacuation be required?
 - Name of individual and organization who have been contacted.
- Weather:
 - Raining?
 - Air Temperature?
 - Wind speed direction

Do not wait until all information is known to contact agencies
Do not hang up until all questions are answered.

E. Spill Response

The following spill response procedures provide guidelines for use by those on duty to respond to releases. They are not meant to supplant the use of common sense and good judgment during emergencies. Do not contact any spilled material unless wearing proper personal protective equipment per the MSDS.

1. Notify Supervisor as soon as it is safe to do so.
 - If the spill involves fire, the supervisor will call 911 immediately.
 - The supervisor will notify the Plan Coordinator and take charge until the Plan Coordinator or Alternate Plan Coordinator arrives.
 - The Plan Coordinator or Alternate Plan Coordinator will take charge of the situation on arrival.
2. Evacuate the site immediately.
3. Aid any persons that have been injured or contaminated or are in danger of being injured or contaminated. Do not put yourself in danger trying to save someone else. If someone is contaminated with material, avoid contacting that person. Do not attempt to move anyone who may have a back injury.
4. Stop flow if it is safe to do so. Stop the source of the spill and contain the material that has already been spilled. Do this only if it can be accomplished safely without endangering life or property. Minimizing the amount of material spilled reduces the potential for discharge and the amount of clean up necessary.
5. Alert others in the area to stay clear.
6. Eliminate ignition sources in the area.
7. Contain Spill if it has or is about to enter storm drains. Place absorbent material into position to contain spill. Care should be used to prevent the spill from leaving the site or entering sewers or storm drains.
8. Clean up spilled material with absorbent materials, dikes, etc. Contact contractors (see below) for assistance if necessary.
9. Notify personnel and agencies presented in Section VII-A.

F. O&M Coordinator Responsibilities

- In charge of overall incident response
- Calling emergency numbers
- Notify people in the area and advising them to stay away from the spill.
- Coordinate with outside emergency response and providing technical information.
- Reporting emergency incidents to appropriate agencies.
- Authorizing non-emergency cleanup measures.
- Ensuring compliance with applicable federal, state and local rules and regulations.

G. Response Equipment – External Response Equipment

Contractors may be contacted to provide the following spill response equipment:

- Bins and equipment for used absorbent removal.
- Vacuum truck to collect and remove spilled material.

H. Spill Response, Containment, and Cleanup Contractors and Materials

| Cleanup Material/Equipment | Location | Response Time |
|--------------------------------------|----------|---------------|
| Spill kits and/or absorbent material | Onsite | Immediate |
| Brooms | Onsite | Immediate |
| | | |

| Contractor | Location | Response Time |
|------------|----------|------------------|
| | | Less than 1 hour |
| | | |

I. Spill Cleanup Procedures

Materials generated during spill response activities must be disposed of in accordance with applicable federal, state and local regulations.

There may be various types of waste generated during response activities. Below is a list of common materials and disposal requirement.

- Free product: if there is a large amount of this material, a vacuum truck should be contracted to collect and haul it to a licensed treatment, storage, and disposal facility for recycling or disposal. Small spills may be cleaned up using absorbent material.
- Soiled rags, brooms, and absorbent material should be drummed up and sent to a licensed treatment, storage, and disposal facility for disposal.

J. Receiving Water Body

Stormwater runoff that leaves the site will pass through the permanent control measures previously described (infiltration trench or basin). As a result, storm water leaving the site will be treated prior to discharging into Millie Lane, and ultimately entering the City of Oxnard storm drain system.

K. Sampling Plan

During a spill it may be possible for contaminated material to enter the storm drain system. If contaminated material enters the storm drain system, it may be prudent to take samples to document the amount of material released.

If sampling is performed, samples should be taken at the storm drain inlet where contaminated material is entering.

The samples must be sent to a State Certified laboratory for analysis. The following procedures will be used for taking the samples:

- Collect samples in sampling containers. Ensure that the sample is free of excess debris (leaves, paper fragments, etc.). Fill the container to the top.
- The closed sample container may be sealed with custody tape, which can be obtained from the test laboratory with the sample bottles. Do not seal the bottles with other types of tapes (scotch, duct, cellophane, etc.) as organic material from the tape may contaminate the sample.
- Label samples with the following information:

| | |
|---------------------|----------------------|
| Company Name | Date Sampled |
| Time Sampled | Collection Point |
| Sampled Description | Preservative |
| Analysis Required | Special Requirements |
- The laboratory should be instructed to analyze for the constituents that may have been discharged. In the event of oil spill, the sample should be analyzed for "Oil & Grease".
- Complete a chain of custody form recording pertinent information including the information listed above and the signature of the person taking the sample. The test laboratory will provide the chain of custody forms.
- If possible, chill the samples to 4°C (40°F) until the samples are delivered to the laboratory. Do not freeze samples
- Send the samples to a State Certified laboratory, or call the laboratory to have the sample picked up. A State Certified Laboratory may be selected from the list of Certified laboratories found at the following link:

<http://www.cdph.ca.gov/certlic/labs/Pages/ELAP.aspx>

SECTION V. Facility Changes

A complete review of this O&M Plan will occur prior to any facility changes which could significantly affect the character or quantity of pollutants discharging into the stormwater control measures.

This O&M will be amended:

- When there is a change in operations which may significantly affect the character or quantity of pollutants discharging into the on-site storm drain system; or
- When deemed necessary by the Owner.

Minor administrative changes to the O&M (changes in names, phone numbers, etc.) may be made by the O&M Coordinator.

Amendments to the O&M will be noted in the Amendment log in Appendix B.

SECTION VI. Training

The following personnel will be trained in the requirements of this O&M:

| Title | Responsibilities |
|----------------------|---|
| O&M Coordinator | O&M Implementation. Verification and documentation that O&M training is performed (Include in Appendix D) |
| Designated Employees | Inspection and maintenance of catch basins, catch basin signage, and infiltration facilities (trenches and basins). |
| | |
| | |

Personnel Responsible for implementation of storm water maintenance shall receive training concerning the element of this plan at least once a year. Training shall include:

- How to conduct an adequate inspection of all stormwater control measures using the inspection checklist.
- Good housekeeping procedures
- Persons to contact and current phone numbers of the site manager and emergency response personnel, review stormwater sign locations and what they mean.
- Landscape maintenance, on-going.
- Proper maintenance of all pollution mitigation devices.
- Identification and cleanup procedures for spills and overflows.
- Safety concerns when maintaining devices and cleaning spills.

SECTION VII. Basic Inspection and Maintenance Activities

Inspection and maintenance procedures are presented in Section III and discussed in this section.

A. Inspection Logs

See the Stormwater Control Measures Maintenance/Inspection Tables in Section III for maintenance/inspection requirements for onsite stormwater control measures. Additional information can be found in Appendix C and E.

B. Inspection Logs

An inspection log is presented in Appendix C. This log presents information on how to conduct inspections and will be used to document inspection activities.

Completed inspection logs will be kept on file for five years.

C. Maintenance Activities

Various contractors will be used to perform maintenance activities. Contractors and/or maintenance services will be responsible for training and ensuring the safety of their employees.

D. Maintenance Records.

Maintenance records (invoices, work orders, or maintenance logs) will be kept on file for five years. Maintenance logs can be found in Appendix C.

SECTION VIII. Revisions of Pollution Mitigation Measures

If corrective measures or modifications need to be made to the stormwater control measures or procedures, approval must be obtained from the City of Oxnard, Land Development Engineering Division prior to commencing any work.

Any corrective measures or modifications must not cause storm water discharges to bypass or otherwise impede existing storm water control measures.

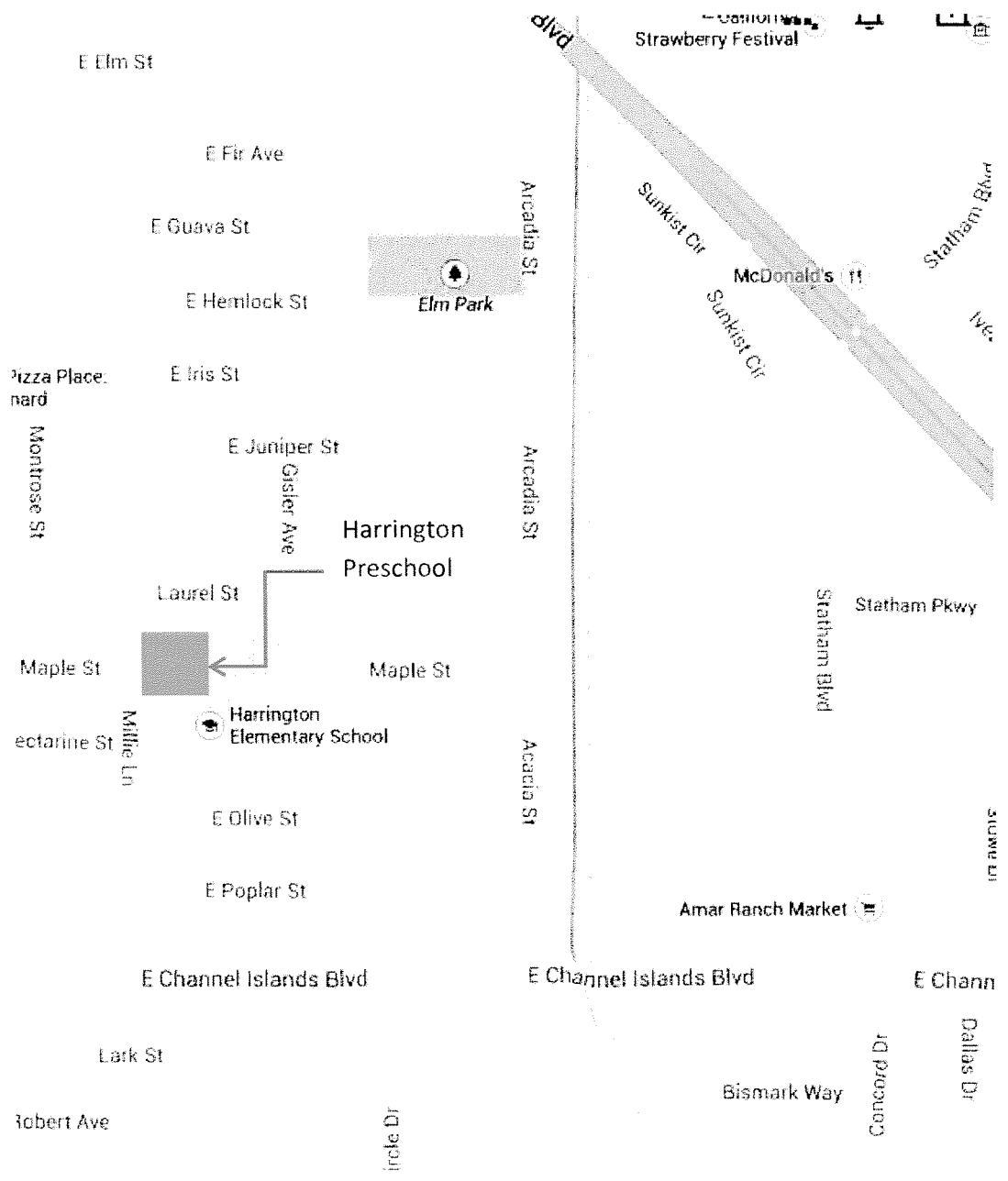
Minor administrative changes to the O&M do not need to be submitted to the City.

SECTION IX. Monitoring and Reporting Program

Since the regulatory agencies have not requested performance testing and reporting, this will not be performed on this site.

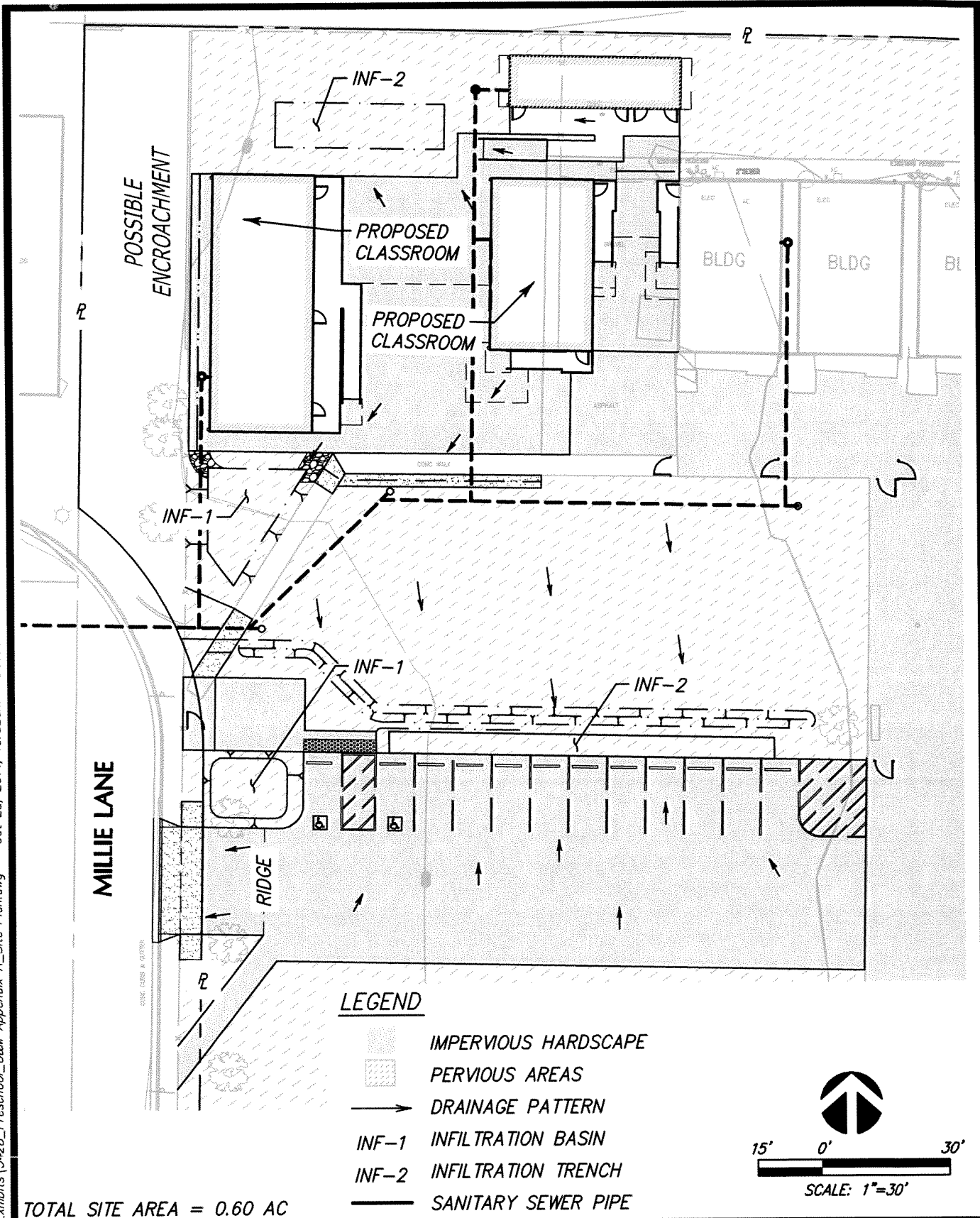
APPENDIX A

Location Map Site Map



LOCATION MAP
NTS

j:\DOU25248\Eng\Exhibits\5428_Preschool_O&M Appendix A_Site Plan.dwg Oct 28, 2014, 10:52am elabuda



1672 DONLON STREET
VENTURA, CALIF. 93003
PHONE 805/654-6977
FAX 805/654-6979

O&M SITE PLAN
HARRINGTON PRESCHOOL

SHEET
1 OF 1
Oct 28, 2014

APPENDIX B

Amendment Log

Appendix C

Stormwater Control Measures Inspection and Maintenance Checklists

Storm Water Inspection Device Inspection Log

Inspected by (Name & Title): _____
 Inspection Date: _____
 Signature: _____

| Area to Inspect | Check when complete | Comments/Corrective Action |
|--|---------------------|----------------------------|
| Inspect trash enclosures for general condition and cleanliness | | |
| Inspect stormwater outlets and bioretention facilities. <ul style="list-style-type: none"> • Remove trash and debris as necessary • Ensure the grass is in good condition. | | |
| Inspect areas around storm drain inlet structures: <ul style="list-style-type: none"> • Remove trash and debris as necessary • If necessary, clean these areas to prevent material from entering storm drain system. | | |
| Ensure signage at storm drain inlet structures is legible. | | |

Keep completed inspection forms on file for five years.

Notes /Comments:

I.5 Infiltration BMP Inspection and Maintenance Checklist

Date: _____ Work Order # _____

Type of Inspection: post-storm annual routine post-wet season pre-wet season

Facility: _____ Inspector(s): _____

| Defect | Conditions When Maintenance Is Needed | Inspection Result (0, 1, or 2) † | Date Maintenance Performed | Comments or Action(s) Taken to Resolve Issue |
|-------------------------------|---|-------------------------------------|----------------------------|--|
| Appearance, vegetative health | Mowing and trimming vegetation is needed to prevent establishment of woody vegetation, and for aesthetic and vector reasons. | | | |
| Vegetation | Poisonous or nuisance vegetation or noxious weeds. | | | |
| | Excessive loss of turf or ground cover (if applicable). | | | |
| Trash & Debris | Trash and debris > 5 cf/1,000 sf (one standard size garbage can). | | | |
| Contaminants and Pollution | Any evidence of oil, gasoline, contaminants or other pollutants. | | | |
| Erosion | Undercut or eroded areas at inlet or outlet structures. | | | |
| Sediment and Debris | Accumulation of sediment, debris, and oil/grease on surface, inflow, outlet or overflow structures. | | | |
| Sediment and Debris | Accumulation of sediment and debris, in sediment forebay and pretreatment devices. | | | |
| Water drainage rate | Standing water, or by visual inspection of wells (if available), indicates design drain times are not being achieved (i.e., within 72 hours). | | | |

APPENDIX I: STORMWATER BMP MAINTENANCE PLAN GUIDANCE AND CHECKLISTS

| Defect | Conditions When Maintenance Is Needed | Inspection Result (0,1, or 2) † | Date Maintenance Performed | Comments or Action(s) Taken to Resolve Issue |
|------------------------------|---|------------------------------------|----------------------------|--|
| Media clogging surface layer | Lift surface layer (and filter fabric if installed) and check for media clogging with sediment (function may be able to be restored by replacing surface aggregate/filter cloth). | | | |
| Media clogging | Lift surface layer (and filter fabric if installed) and check for media clogging with sediment (partial or complete clogging which may require full replacement). | | | |

†Maintenance: Enter 0 if satisfactory, 1 if maintenance is needed and include WO#. Enter 2 if maintenance was performed same day.

Appendix D

Training Forms

Employee Training

Purpose: To ensure that affected employees are aware of the Storm Water Treatment Operations and Maintenance Plan and its requirements.

Applicability: This training is required for personnel responsible for implementing the O&M.

Review the following items during the training to ensure that employees are aware of O&M requirements:

Review the housekeeping procedures presented in Section VI.

Review the maintenance procedures presented in Sections VI and X

Review the inspection procedures presented in Sections VI and X

Review the spill response, and notification, and clean up procedures in Section VII

Alert personnel that they should follow safety practices when maintaining devices (Sections VI and X) and cleaning spills (Section VII)

Ask if employees have questions about the O&M or their responsibilities.

Complete the Training Verification Form (next page). Maintain completed training forms on file for five years.

APPENDIX E

Storm Water Control Measures O&M Procedures

- 3) If the infiltration trench becomes plugged and fails, then access is needed to excavate the facility to remove and replace the top layer or the filter bed media, as well as to increase all dimensions of the facility by 2 inches to provide a fresh surface for infiltration. To prevent damage and compaction, access must be able to accommodate a backhoe working at “arms length”.

Construction Considerations

To preserve and avoid the loss of infiltration capacity, the following construction guidelines are specified:

- 1) The entire area draining to the facility must be stabilized before construction begins. If this is impossible, a diversion berm should be placed around the perimeter of the infiltration site to prevent sediment entering during construction.
- 2) Infiltration trenches should not be hydraulically connected to the stormwater conveyance system until all contributing tributary areas are stabilized as shown on the Contract Plans and to the satisfaction of the Engineer. Infiltration trenches should not be used as sediment control facilities.
- 3) Compaction of the subgrade with heavy equipment should be minimized to the maximum extent possible. If the use of heavy equipment on the base of the facility cannot be avoided, the infiltrative capacity should be restored by tilling or aerating prior to placing the infiltrative bed.
- 4) The exposed soils should be inspected by a civil engineer after excavation to confirm that soil conditions are suitable.

Operations and Maintenance

Infiltration facility maintenance should include frequent inspections to ensure that water infiltrates into the subsurface completely within the design drawdown time after a storm.

Maintenance and regular inspections are of primary importance if infiltration trenches are to continue to function as originally designed. A specific maintenance plan shall be developed specific to each facility outlining the schedule and scope of maintenance operations, as well as the documentation and reporting requirements. The following are general maintenance requirements:

- 1) Regular inspection should determine if the sediment pretreatment structures require preventative maintenance. Inspect a minimum of twice a year, before and after the rainy season, after large storms, or more frequently if needed.
- 2) If water is noticed in the observation well of the infiltration trench more than 72 hours after a major storm, the infiltration trench may be clogged. Maintenance activities triggered by a potentially clogged facility include:

- a. For trenches, assess the condition of the top aggregate layer for sediment buildup and crusting. Remove top layer of pea gravel and replace. If slow draining conditions persist, entire trench may need to be excavated and replaced.
- 3) Any debris or algae growth located on top of the infiltration facility should be removed and disposed of properly.
- 4) Inspect a minimum of twice a year, before and after the rainy season, after large storms, or more frequently if needed.
- 5) Clean when loss of infiltrative capacity is observed. If drawdown time is observed to have increased significantly over the design drawdown time, removal of sediment may be necessary. This is an expensive maintenance activity and the need for it can be minimized through prevention of upstream erosion.
- 6) Mow as appropriate for vegetative cover species.
- 7) Monitor health of vegetation and replace as necessary.
- 8) Control mosquitoes as necessary.
- 9) Remove litter and debris from trench area as required.

- 2) Infiltration basins should not be hydraulically connected to the stormwater conveyance system until all contributing tributary areas are stabilized as shown on the Contract Plans and to the satisfaction of the Engineer. Infiltration basins should not be used as sediment control facilities.
- 3) Compaction of the subgrade with heavy equipment should be minimized to the maximum extent possible. If the use of heavy equipment on the base of the facility cannot be avoided, the infiltrative capacity should be restored by tilling or aerating prior to placing the infiltrative bed.
- 4) The exposed soils should be inspected by a civil engineer after excavation to confirm that soil conditions are suitable.

Operations and Maintenance

Infiltration facility maintenance should include frequent inspections to ensure that surface ponding infiltrates into the subsurface completely within the design infiltration time after a storm (see Appendix I for an infiltration BMP inspection and maintenance checklist).

Maintenance and regular inspections are of primary importance if infiltration BMPs are to continue to function as originally designed. A specific maintenance plan shall be formulated specifically for each facility outlining the schedule and scope of maintenance operations, as well as the data handling and reporting requirements. The following are general maintenance requirements:

- 1) Regular inspection should determine if the pretreatment sediment removal BMPs require routine maintenance.
- 2) If water is noticed in the basin more than 72 hours after a major storm the infiltration facility may be clogged. Maintenance activities triggered by a potentially clogged facility include:
 - a. Check for debris/sediment accumulation, rake surface, and remove sediment (if any) and evaluate potential sources of sediment and debris (e.g., embankment erosion, channel scour, overhanging trees, etc). If suspected upland sources are outside of the immediate jurisdiction, additional pretreatment operations (e.g., trash racks, vegetated swales, etc.) may be necessary.
 - b. For basins, removal of the top layer of native soil may be required to restore infiltrative capacity.
 - c. Any debris or algae growth located on top of the infiltration facility should be removed and disposed of properly.
 - d. Facilities shall be inspected annually. Trash and debris should be removed as needed, but at least annually prior to the beginning of the wet season.

- 3) Site vegetation should be maintained as frequently as necessary to maintain the aesthetic appearance of the site, and as follows:
 - a. Vegetation, large shrubs, or trees that limit access or interfere with basin operation should be pruned or removed.
 - b. Slope areas that have become bare should be revegetated and eroded areas should be regraded prior to being revegetated.
 - c. Grass should be mowed to 4" - 9" high and grass clippings should be removed.
 - d. Fallen leaves and debris from deciduous plant foliage should be raked and removed.
 - e. Invasive vegetation, such as Alligatorweed (*Alternanthera philoxeroides*), Halogeton (*Halogeton glomeratus*), Spotted Knapweed (*Centaurea maculosa*), Giant Reed (*Arundo donax*), Castor Bean (*Ricinus communis*), Perennial Pepperweed (*Lepidium latifolium*), and Yellow Starthistle (*Centaurea solstitialis*) should be removed and replaced with non-invasive species. Invasive species should never contribute more than 25% of the vegetated area. For more information on invasive weeds, including biology and control of listed weeds, look at the [encycloweedia](#) located at the California Department of Food and Agriculture website or the California Invasive Plant Council website at www.cal-ipc.org.
 - f. Dead vegetation should be removed if it exceeds 10% of area coverage. Vegetation should be replaced immediately to maintain cover density and control erosion where soils are exposed.
- 4) For infiltration basins, sediment build-up exceeding 50% of the forebay capacity should be removed. Sediment from the remainder of the basin should be removed when 6 inches of sediment accumulates. Sediments should be tested for toxic substance accumulation in compliance with current disposal requirements if land uses in the catchment include commercial or industrial zones, or if visual or olfactory indications of pollution are noticed. If toxic substances are encountered at concentrations exceeding thresholds of Title 22, Section 66261 of the California Code of Regulations, the sediment should be disposed of in a hazardous waste landfill and the source of the contaminated sediments should be investigated and mitigated to the extent possible.
- 5) Following sediment removal activities, replanting and/or reseeding of vegetation may be required for reestablishment.

BOARD AGENDA ITEM

Name of Contributor(s): **Dr. Jesus Vaca**

Date of Meeting: **January 21, 2015**

- Study Session** _____
- Closed Session** _____
- A. Preliminary** _____
- B. Hearing** _____
- C. Consent Agenda** **X**
- D. Action Items** _____
- E. Reports/Discussion Items (no action)** _____
- F. Board Policies** 1st Reading _____ 2nd Reading _____

Approval of the 2014-15 Quarterly Report on Williams Uniform Complaints, 2nd Quarter (Vaca)

DESCRIPTION OF AGENDA ITEM:

The Williams Settlement (AB 2727) requires a quarterly report to the Governing Board regarding the amount and type of complaints made to the school district in the following areas: Textbooks and Instructional Materials, Teacher Vacancy or Misassignment, and Facility Conditions.

As indicated on the attached Quarterly Report on Williams Uniform Complaints to the Ventura County Office of Education, during the second quarter, a complaint in the areas of Textbooks and Instructional Materials and Facility Conditions was received.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the Quarterly Report on Williams Uniform Complaints, second quarter, as presented.

ADDITIONAL MATERIAL(S):

- Quarterly Report on Williams Uniform Complaints, Second Quarter (1 page)
- Attachment to Quarterly Report on Williams Uniform Complaints (2 pages)

Quarterly Report on Williams Uniform Complaints

[Education Code § 35186]

Fiscal Year 2014-15

District: **Oxnard School District**

Person completing this form: **Dr. Jesus Vaca** Title: **Assistant Superintendent, HR**

Quarterly Report Submission Date: **January 2015 (10/1/14 – 12/31/14)**

Date for information to be reported publicly at governing board meeting: **January 21, 2015**

Please check box that applies:

- No complaints were filed with any school in the district during the quarter indicated above.
- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

| General Subject Area | Total # of Complaints | # Resolved | # Unresolved |
|--|------------------------------|-------------------|---------------------|
| Textbooks and Instructional Materials | 1 | 1 | 0 |
| Teacher Vacancy or Misassignment | 0 | 0 | 0 |
| Facilities Conditions | 1 | 1 | 0 |
| TOTALS | 2 | 2 | 0 |

Dr. Cesar Morales

Print Name of District Superintendent

Signature of District Superintendent

Attachment to Quarterly Report on Williams Uniform Complaints: January 21, 2015

| Complaint | Resolution |
|--|---|
| <p>Re: Fremont</p> <p>1) 6th grade’s Focus on Earth Science hard and soft cover textbooks are not aligned to the NGSS standards that teachers have been asked to teach. Librarian is refusing to provide books for new students and also soft cover replacements for students who lost their books.</p> <p>2) 6th grade’s new OSS soft cover textbooks that are on order are also not comprehensively aligned to the 6th grade NGSS standards that teachers have been asked to teach and are not aligned with the old standards either.</p> <p>3) Room #303’s Promethean board still does not work with ActivInspire pens, etc. and was not even cabled to computer until over 1.5 months after school began.</p> | <p>Resolution Response re: Complaints #1 & 2</p> <p>The California Department of Education Curriculum Framework and Adoption for K-8 Instructional Materials is scheduled for 2016 and 2017 respectively. We are currently transitioning from one set of Science Standards to the Next Generation Science Standards (NGSS). In order to support teachers, every 6th grade Science Teacher at the school site received a classroom set of supplies and support materials. Individual student workbooks are part of these supplemental materials and include the articles students read and reference to support their claims. In addition to student workbooks for every sixth grader, materials included an Ocean Science Sequence (OSS) unit and instructional supply kits. They are correlated to the Next Generation Science Standards (NGSS), with an emphasis on the Practices of Science as called for in the NGSS and the Framework for Science Education K-12, and have significant overlap with the Common Core State Standards for English Language Arts. The supplemental materials provide numerous opportunities for students to engage in science investigations and make evidence-based explanations. They are designed with the latest research on learning and were classroom-tested by teachers across the United States in a wide variety setting.</p> <p>Concerns with textbooks ordered at the site should be forwarded to the site principal. The textbooks requested in complaint have been ordered and will be delivered to complainant’s students.</p> <p>Resolution Response re: Complaint #3</p> <p>A member of the technology team attended a meeting with the Principal and site technician on 12/9/14. The purpose of the meeting was to help the principal work with the site technician to complete the requested site tasks and to review the procedures on how to appropriately request additional help/support from the District IT Department via the help desk and/or through the email support request system.</p> |

4) Room #303's work order for moving whiteboard from behind the non-functional Promethean screen has been ignored for almost three months.

5) Room #303, science classroom, should be equipped with a sink and GFI plug-ins, but has none. It took the school over two months to fill a request for GFI extension cords.

6) Room #807's projection hardware is unstable and does not support the presentation of a comprehensive lesson.

7) School-wide iPads are not being controlled the way they need to be, mobile device manager and Mobile Profiles from MyBigCampus are not being offered to teachers, so that students are often distracted during class with gaming, messaging, snap chatting, watching questionable videos, etc... creating an insufficiently structured environment for students who skip meals, lessons, and homework and ignore the teachers and each other just to play more games on their iPad.

Resolution Response re: Complaint #4

The whiteboard is scheduled to be moved by 1/15/15.

Resolution Response re: Complaint #5

The District understands the challenges of the transition to NGSS and waiting for the new science adoption to be implemented. We recognize that becoming familiar with these new supplemental materials will take time and training. Since the district is aware of these concerns, the Educational Services Division did offer additional materials and training. In addition to receiving supplemental materials, the complainant was included in a full day teacher training on using the kits provided by Carolina Biological on December 9, 2014, wherein it was demonstrated that the investigations could be delivered effectively in a classroom without a sink. Please note that GFI plug-ins are only required when a sink is present.

Resolution Response re: Complaint #6

An IT team member will be at Fremont on 1/15/15 to make any necessary adjustments to the projection hardware. There is a district-wide need to refresh our classroom projection inventory. The LCAP plan funded the Electronics Replacement Program.

Resolution Response re: Complaint #7

The "control" of school-wide iPads is site based. Site technicians manage the Mobile Device Management (MDM) software, as directed by principals. As of November 11, 2014, MyBigCampus is integrated with the Mobile Device Management software and available to all sites. In addition, it is recommended that the complainant continue to enforce school-wide rules, as they pertain to iPads, and asks for support from school administrators, as needed.

BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: January 21, 2015

| | |
|-------------------------------|--------------|
| CLOSED SESSION | _____ |
| SECTION B: HEARINGS | _____ |
| SECTION C: CONSENT | <u> X </u> |
| SECTION D: ACTION | _____ |
| SECTION E: REPORTS/DISCUSSION | _____ |
| SECTION F: BOARD POLICIES | _____ |

LIABILITY CLAIM: VCBA06819A1 (Vaca/Magaña)

On August 4, 2014, the Oxnard School District received a Verified Claim Form from claimant's attorney, F. Samuel Heredia, Esq. Heredia & Associates.

The claimant alleges that her daughter experienced an allergic reaction to an "unknown substance" at school.

After a discussion with the claimant's attorney regarding the loss facts and dates of occurrence, the claimant's attorney presented an amended claim on September 16, 2014, in which the attorney indicated that an allergic reaction occurred due to "an unknown substance" on February 11, 2014.

We are advised by our liability insurance carrier, York Insurance Services Group, Inc., to reject this claim.

FISCAL IMPACT

There is no expected fiscal impact from this claim.

RECOMMENDATION

Acting on the advice of JPA, it is the recommendation of the Assistant Superintendent of Human Resources and the Risk Manager that the Board of Trustees agree to Reject York Claim VCBA06819A1.

ADDITIONAL MATERIAL

None.

BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: January 21, 2015

| | |
|-------------------------------|--------------|
| CLOSED SESSION | _____ |
| SECTION B: HEARINGS | _____ |
| SECTION C: CONSENT | <u> X </u> |
| SECTION D: ACTION | _____ |
| SECTION E: REPORTS/DISCUSSION | _____ |
| SECTION F: BOARD POLICIES | _____ |

LIABILITY CLAIM: VCBA06797A1 (Vaca/Magaña)

On August 4, 2014, the Oxnard School District received a Verified Claim Form from Claimant's attorney, F. Samuel Heredia, Esq. Heredia & Associates.

The claimant alleges that her child experienced a peanut allergic reaction at school, due to her child eating food containing peanuts. The claimant's attorney filed a timely Verified Claim on behalf of the claimant on August 4, 2014. The Verified Claim referred to two events that allegedly resulted in the child experiencing severe allergic reactions on February 11, 2014 and on February 13, 2014.

After a discussion with the claimant's attorney regarding the loss facts and dates of occurrence, the claimant's attorney presented an amended claim on September 16, 2014, in which the attorney referred to an alleged occurrence on February 13, 2014.

We are advised by our liability insurance carrier, York Insurance Services Group, Inc., to reject this claim.

FISCAL IMPACT

There is no expected fiscal impact from this claim.

RECOMMENDATION

Acting on the advice of JPA, it is the recommendation of the Assistant Superintendent of Human Resources and the Risk Manager that the Board of Trustees agree to Reject York Claim VCBA06797A1.

ADDITIONAL MATERIAL

None.

BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: January 21, 2015

| | |
|-------------------------------|--------------|
| CLOSED SESSION | _____ |
| SECTION B: HEARINGS | _____ |
| SECTION C: CONSENT | <u> X </u> |
| SECTION D: ACTION | _____ |
| SECTION E: REPORTS/DISCUSSION | _____ |
| SECTION F: BOARD POLICIES | _____ |

LIABILITY CLAIM: VCBA06778A1 (Vaca/Magaña)

On August 4, 2014, the Oxnard School District received a Verified Claim Form from claimant's attorney, Jesse L. Halpern, Halpern Law Firm, Inc.

The claimant originally reported that she fainted and fell down on the District's school playground area after experiencing a dizzy spell, due to diabetes. The claimant's spouse later returned to the school site to report that the claimant had fallen, due to a protruding piece of metal in the blacktop area. One week after the incident occurred, the claimant returned to the school site and informed staff that she had experienced a scrape to the elbow and knee.

We are advised by our liability insurance carrier, York Insurance Services Group, Inc., to reject this claim.

FISCAL IMPACT

There is no expected fiscal impact from this claim.

RECOMMENDATION

Acting on the advice of JPA, it is the recommendation of the Assistant Superintendent of Human Resources and the Risk Manager that the Board of Trustees agree to Reject York Claim VCBA06778A1.

ADDITIONAL MATERIAL

None.

Board Agenda Item

NAME OF CONTRIBUTOR: Jonathan Koch **DATE OF MEETING:** January 21, 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 1st Reading _____ 2nd Reading _____

TITLE: Establish/Abolish/Increase/Reduce Hours of Position

DESCRIPTION OF AGENDA ITEM:

Establish

a five hour and forty five minute, 183 day Paraeducator II, position number 6773, to be established in the Pupil Services department. This position will be established to meet the needs of our students.

a five hour and forty five minute, 183 day Paraeducator II, position number 6767, to be established in the Pupil Services department. This position will be established to meet the needs of our students.

Increase

a five hour, 183 day Paraeducator III, position number 2195, to be increased to five hours and forty five minutes in the Pupil Services department. This position will be increased to meet the needs of our students.

a five hour, 183 day Paraeducator III, position number 1289, to be increased to five hours and forty five minutes in the Pupil Services department. This position will be increased to meet the needs of our students.

a five hour, 183 day Paraeducator III, position number 2105, to be increased to five hours and forty five minutes in the Pupil Services department. This position will be increased to meet the needs of our students.

a five hour, 183 day Paraeducator III, position number 2948, to be increased to five hours and forty five minutes in the Pupil Services department. This position will be increased to meet the needs of our students.

a five hour, 183 day Paraeducator III, position number 1953, to be increased to five hours and forty five minutes in the Pupil Services department. This position will be increased to meet the needs of our students.

a five hour, 183 day Paraeducator II, position number 1423, to be increased to five hours and forty five minutes in the Pupil Services department. This position will be increased to meet the needs of our students.

a five hour, 183 day Paraeducator II, position number 2952, to be increased to five hours and forty five minutes in the Pupil Services department. This position will be increased to meet the needs of our students.

a five hour, 183 day Paraeducator II, position number 2663, to be increased to five hours and forty five minutes in the Pupil Services department. This position will be increased to meet the needs of our students.

FISCAL IMPACT:

Cost for Paraeducator II's-\$59,587 Special Ed

Cost for Paraeducator III's - \$5,400 Special Ed

Cost for Paraeducator II's - \$3,039 Special Ed

RECOMMENDATION:

Approve the establishment and increase, of positions, as presented

ADDITIONAL MATERIAL(S): None

Board Agenda Item

NAME OF CONTRIBUTOR: Jesus Vaca/Jonathan Koch **DATE OF MEETING:** January 21, 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 1st Reading _____ 2nd Reading _____

TITLE: Personnel Actions (Vaca/Koch)

DESCRIPTION OF AGENDA ITEM:

The attached are recommended personnel actions presented to the Board of Trustees for consideration. The salary placement for the individuals employed will be in accordance with salary regulations of the district. Personnel actions include: New Hires, transfers, pay changes, layoffs, recall from layoffs, resignations, retirements, and leave of absence.

RECOMMENDATION:

Approve the Personnel Actions, as presented.

ADDITIONAL MATERIAL(S):

Classified Personnel Actions
Certificated Personnel Actions

CERTIFICATED PERSONNEL

Listed below are recommended certificated personnel actions presented for consideration by the Board of Trustees. The salaries for the individuals employed will be determined in accordance with salary regulations of the District.

NEW HIRES

| | | |
|---------------------|------------------------------------|-----------------------|
| Alma Cherniss | K Support, Marina West/Ritchen | January 20, 2015 |
| Pamela O. Cwiklo | Assistant Principal, Soria | January 5, 2015 |
| Gilbert Elizarraraz | Assistant Principal, Driffill | January 26, 2015 |
| Esther Villegas | Assistant Principal, Curren | January 20, 2015 |
| Dawn Wilson | Resource Specialist, Frank/Haydock | January 12, 2015 |
| Anil Batra | Substitute Teacher | 2014/2015 School Year |
| Rebecca Braziel | Substitute Teacher | 2014/2015 School Year |
| Eric Diaz | Substitute Teacher | 2014/2015 School Year |
| Michele Frayer | Substitute Teacher | 2014/2015 School Year |
| Rachel Haverstock | Substitute Teacher | 2014/2015 School Year |
| Susan Martin | Substitute Teacher | 2014/2015 School Year |

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

| | | |
|-------------------|--------------|-------------------|
| Vivian Donner | Soria | January 12, 2015 |
| Tracy Gordon | Sierra Linda | November 5, 2014 |
| Lynne Haavaldsen | Kamala | December 15, 2014 |
| Maria Kirk | Kamala | December 4, 2014 |
| Joseph Litchfield | Lemonwood | January 13, 2015 |
| Janice Magson | Elm | January 12, 2015 |
| Susan A. Nemets | Ritchen | January 12, 2015 |
| Andrew Nourok | Ramona | January 12, 2015 |
| June Palazzo | Ramona | January 12, 2015 |
| Lori Rogers | Marina West | January 12, 2015 |
| Beatrice Rouse | Ramona | January 12, 2015 |
| Karen Sanchez | Kamala | January 12, 2015 |

PROMOTION

| | | |
|-------------|-----------------------------|------------------|
| Greta Culty | Assistant Principal, Kamala | January 22, 2015 |
|-------------|-----------------------------|------------------|

RETIREMENT

| | | |
|------------------|----------------------------------|------------------|
| Sandra G. Burris | Teacher, K SEI/ELM, Sierra Linda | February 1, 2015 |
|------------------|----------------------------------|------------------|

RESIGNATION

| | | |
|---------------------|--|-------------------|
| Catherine Kawaguchi | Assistant Superintendent, Educational Services | December 31, 2014 |
|---------------------|--|-------------------|

TEACHER ASSIGNMENT REPORT
PURSUANT TO EDUCATION CODE 44258.9 (a)
2014/2015

Pursuant to Education code 44258.9 (a) and SB435, 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 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.

Name

Subject

Larry Brandenburg
Michele Frayer

Physical Education / Haydock
Science / Chavez

CLASSIFIED PERSONNEL ACTIONS

January 21, 2015

New Hire

| | | |
|-----------------------|--|------------|
| Alvarez, Katy | Child Nutrition Worker, Position #2133 Curren 5.0 hrs./185 days | 12/08/2014 |
| Diaz, Cesar | Grounds Maintenance Worker I, Position #1173 Facilities 8.0 hrs./246 days | 12/22/2014 |
| Flores, Janet R. | Paraeducator I (B), Position #2243 Frank 3.0 hrs./183 days | 12/16/2014 |
| Galvan, Yanixsa M. | Preschool Assistant (B), Position #2578 Driffill 3.0 hrs./183 days | 12/15/2014 |
| Hurtado Alamilla, Ana | Child Nutrition Worker, Position #2054 Itinerant 5.0 hrs./185 days | 01/12/2015 |
| Macias, Melissa | Paraeducator I (B), Position #2697 English Learner Services 5.5 hrs./183 days | 12/15/2014 |
| Munoz, Ivana M. | Paraeducator III, Position #5608 Pupil Services 5.75 hrs./183 days | 01/12/2015 |
| Oropeza, Rupert | Paraeducator III, Position #2362 Pupil Services 5.75 hrs./183 days | 12/08/2014 |
| Pelayo, Adriana | Office Assistant II (B), Position #5998 Pupil Services 5.0 hrs./246 days | 01/09/2015 |
| Ramirez, Rocio | Office Assistant II (B), Position #2909 NFL 4.0 hrs./203 days | 01/09/2015 |
| Reyes, Desiree M. | Paraeducator III, Position #6732 Pupil Services 5.75 hrs./183 days | 01/12/2015 |
| Sanchez, Analuisa | Office Assistant II (B), Position #5424 Driffill 4.0 hrs./192 days | 12/01/2014 |
| Silva, Yanet | Preschool Assistant (B), Position #2666 San Miguel 3.0 hrs./183 days | 01/12/2015 |
| Solorio, Jenifer L. | Paraeducator III, Position #6737 Pupil Services 5.75 hrs./183 days | 12/15/2014 |
| Villarreal, Saul A. | Paraeducator II, Position #6735 Pupil Services 5.75 hrs./183 days | 12/16/2014 |
| Zamarripa, Jovana | Paraeducator II (B), Position #6519 Pupil Services 5.75 hrs./183 days | 01/12/2015 |

Exempt

| | | |
|--------------------------|------------|------------|
| Patterson Page, Shantara | AVID Tutor | 12/02/2014 |
|--------------------------|------------|------------|

Limited Term

| | | |
|--------------------------|------------------------|------------|
| Alfaro, Coraima | Paraeducator | 01/12/2015 |
| Amador, Paolo Ricardo | Paraeducator | 12/01/2014 |
| Arriaga, Azaria | Clerical | 12/01/2014 |
| Cameron, Rosa M. | Paraeducator | 12/18/2014 |
| Capulong, Gilbert | Paraeducator | 12/16/2014 |
| Delgado, Daniela T. | Paraeducator | 01/12/2015 |
| Flores, Marcella C. | Clerical | 12/17/2014 |
| Galvan, Yanixsa | Paraeducator | 12/08/2014 |
| Gonzales, Andrew | Child Nutrition Worker | 12/17/2014 |
| Gonzalez Rojas, Victoria | Clerical | 12/08/2014 |
| Hull, Felipe G. | Paraeducator | 01/12/2015 |
| Jasso, Judy E. | Paraeducator | 12/15/2014 |
| Minkler, Lisa J. | Paraeducator | 12/04/2014 |
| Ramirez, James | Custodian | 01/12/2015 |
| Ramirez, Olivia | Paraeducator | 12/01/2014 |
| Sanchez, Briana | Child Nutrition Worker | 01/06/2015 |
| Silva, Yanet | Paraeducator | 12/01/2014 |
| Tolman, Shirley A. | Outreach Specialist | 12/16/2014 |

Limited Term continued

| | | |
|--------------------|------------------------|------------|
| Varela, Esteban C. | Child Nutrition Worker | 12/08/2014 |
| Vega, Sofia E. | Paraeducator | 12/05/2014 |
| Yhuit-Juarez, Jade | Clerical | 12/17/2014 |
| Zamarripa, Jovana | Clerical | 12/01/2014 |

Promotion

| | | |
|---------------|--|------------|
| Garcia, Ivon | Outreach Specialist (B), Position #563 Chavez 8.0 hrs./180 days | 01/12/2015 |
| | Paraeducator III, Position #2683 Pupil Services 5.5 hrs./183 days | |
| Moreno, Reyna | Outreach Specialist (B), Position #2566 Marina West 8.0 hrs./180 days | 01/12/2015 |
| | Paraeducator III, Position #1079 Pupil Services 5.5 hrs./183 days | |

Transfer

| | | |
|-------------------------|---|------------|
| Coke, Veronica | Child Nutrition Worker, Position #2426 Fremont 5.5 hrs./185 days | 12/01/2014 |
| | Child Nutrition Worker, Position #2214 Fremont 5.0 hrs./185 days | |
| Ludy, Lamar | Paraeducator II, Position #1199 Pupil Services 5.75 hrs./183 days | 12/01/2014 |
| | Paraeducator II, Position #46 Pupil Services 5.5 hrs./183 days | |
| Giles, Araceli | Preschool Assistant (B), Position #2578 Rose Ave. 3.0 hrs./183 days | 01/01/2015 |
| | Preschool Assistant (B), Position #2666 San Miguel 3.0 hrs./183 days | |
| Gomez, Manuela | Paraeducator II (B), Position #6717 Pupil Services 5.75 hrs./183 days | 01/12/2015 |
| | Instructional Assistant SDC (B), Position #1289 Pupil Services 5.0 hrs./183 days | |
| Ruiz Navarette, Yesenia | Child Nutrition Worker, Position #6678 Haydock 5.0 hrs./185 days | 12/01/2014 |
| | Child Nutrition Worker, Position #6408 Lemonwood 5.0 hrs./185 days | |

Unpaid Leave of Absence

| | | |
|----------------|---|-----------------------|
| Carmikle, Kyle | Paraeducator III, Position #2000 Pupil Services 5.75 hrs./183 days | 01/12/2015-03/16/2015 |
|----------------|---|-----------------------|

FMLA

| | | |
|--------------|--|-----------------------|
| Casas, Rocio | Office Assistant/Switchboard, Position #482 Superintendent's Office 8.0 hrs./246 days | 12/11/2014-03/04/2015 |
|--------------|--|-----------------------|

Released During Probation

| | | |
|------|---|------------|
| 1175 | School Office Manager (B), Position #2389 Soria 8.0 hrs./215 days | 11/24/2014 |
| | Intermediate School Secretary (B), Position #6707 Curren 8.0 hrs./192 days | |

Resignation

| | | |
|-------------------|--|------------|
| Aguilar, Jose | Child Nutrition Worker, Position #2853 Sierra Linda 5.0 hrs./185 days | 01/16/2015 |
| Farrell, Patricia | Preschool Assistant (B), Position #6360 McKinna 3.0 hrs./183 days | 11/24/2014 |

Retirement

Veloz, Rosario E.

Paraeducator II (B), Position #6580
Pupil Services 5.75 hrs./183 days

09/11/1978-01/31/2015

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 01/21/15

CLOSED SESSION _____
SECTION B: HEARINGS _____
SECTION C: CONSENT _____
SECTION D: ACTION X _____
SECTION E: REPORTS/DISCUSSION _____
SECTION F: BOARD POLICIES _____

OXNARD SCHOOL DISTRICT AUDIT REPORT, JUNE 30, 2014 (Cline/Penanhoat)

The Oxnard School District Audit Report for Fiscal Year 2013-14, prepared by the firm of Nigro & Nigro, PC is presented to the Board.

FISCAL IMPACT

None.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Finance that the Board accept the Oxnard School District Audit Report, June 30, 2014.

ADDITIONAL MATERIAL

Attached: Oxnard School District Audit Report June 30, 2014 (79 pages)

DISTRICT GOALS

Goal 6: Develop the Annual Budget to Support the Educational Goals of the District

**OXNARD SCHOOL DISTRICT
AUDIT REPORT
For the Fiscal Year Ended
June 30, 2014**



OXNARD SCHOOL DISTRICT
For the Fiscal Year Ended June 30, 2014
Table of Contents

FINANCIAL SECTION

| | <u>Page</u> |
|---|-------------|
| Independent Auditors' Report..... | 1 |
| Management's Discussion and Analysis..... | 3 |
| Basic Financial Statements: | |
| Government-wide Financial Statements: | |
| Statement of Net Position..... | 12 |
| Statement of Activities..... | 13 |
| Governmental Funds Financial Statements: | |
| Balance Sheet..... | 14 |
| Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Position..... | 15 |
| Statement of Revenues, Expenditures, and Changes in Fund Balances..... | 16 |
| Reconciliation of the Governmental Funds Statement of Revenues, Expenditures, and Changes in Fund Balances to the Statement of Activities..... | 17 |
| Fiduciary Funds Financial Statements: | |
| Statement of Fiduciary Net Position..... | 18 |
| Statement of Changes in Fiduciary Net Position..... | 19 |
| Notes to Financial Statements..... | 20 |

REQUIRED SUPPLEMENTARY INFORMATION

| | |
|--|----|
| Budgetary Comparison Schedule – General Fund..... | 41 |
| Budgetary Comparison Schedule – Cafeteria Fund..... | 42 |
| Schedule of Funding Progress..... | 43 |
| Notes to the Required Supplementary Information..... | 44 |

SUPPLEMENTARY INFORMATION

| | |
|---|----|
| Local Educational Agency Organization Structure..... | 45 |
| Schedule of Average Daily Attendance..... | 46 |
| Schedule of Instructional Time..... | 47 |
| Schedule of Financial Trends and Analysis..... | 48 |
| Schedule of Expenditures of Federal Awards..... | 49 |
| Reconciliation of Annual Financial and Budget Report with Audited Financial Statements..... | 50 |
| Note to Supplementary Information..... | 51 |

OXNARD SCHOOL DISTRICT
For the Fiscal Year Ended June 30, 2014
Table of Contents

OTHER INDEPENDENT AUDITORS' REPORTS

| | <u>Page</u> |
|---|-------------|
| Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i> | 52 |
| Independent Auditors' Report on State Compliance | 54 |
| Independent Auditors' Report on Compliance For Each Major Federal Program and on Internal Control Over Compliance | 56 |

FINDINGS AND QUESTIONED COSTS

| | |
|--|----|
| Schedule of Audit Findings and Questioned Costs: | |
| Summary of Auditors' Results | 58 |
| Current Year Audit Findings and Questioned Costs | 59 |
| Summary Schedule of Prior Audit Findings | 62 |
| Management Letter | 63 |

Financial Section

(This page intentionally left blank)

INDEPENDENT AUDITORS' REPORT

Board of Trustees
Oxnard School District
Oxnard, California

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Oxnard School District, as of and for the fiscal year ended June 30, 2014, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and *Standards and Procedures for Audits of California K-12 Local Educational Agencies 2013-14*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of Oxnard School District, as of June 30, 2014, and the respective changes in financial position thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 1.G. to the basic financial statements, the District has changed its method for accounting and reporting certain items previously reported as assets or liabilities during fiscal year 2013-2014 due to the adoption of Governmental Accounting Standards Board Statement No. 65, "Items Previously Reported as Assets and Liabilities". The adoption of this standard required retrospective application resulting in a \$1,676,768 reduction of previously reported net position at July 1, 2013. Our opinion is not modified with respect to this matter.

Other Matters*Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 3 through 11, budgetary comparison information on pages 41 and 42, and schedule of funding progress on page 43 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

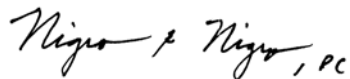
Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise Oxnard School District's basic financial statements. The other supplementary information listed in the table of contents is presented for purposes of additional analysis and is not a required part of the basic financial statements.

The other supplementary information listed in the table of contents, including the Schedule of Expenditures of Federal Awards, is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the other supplementary information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 2, 2014 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.



Murrieta, California
December 2, 2014

OXNARD SCHOOL DISTRICT

Management's Discussion and Analysis (Unaudited)

For the Fiscal Year Ended June 30, 2014

This discussion and analysis of Oxnard School District's financial performance provides an overview of the District's financial activities for the fiscal year ended June 30, 2014. Please read it in conjunction with the District's financial statements, which immediately follow this section.

FINANCIAL HIGHLIGHTS

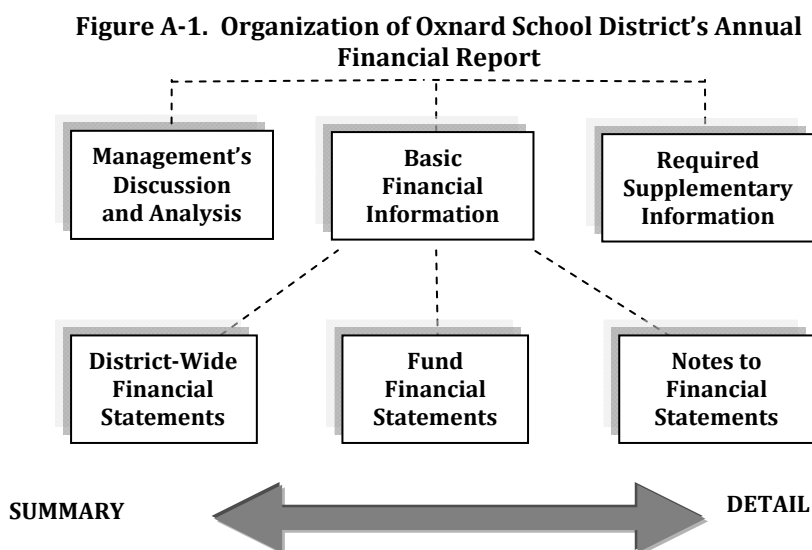
- The District's overall financial status decreased from last year as the net position decreased by 0.2% to \$139.9 million.
- Total governmental revenues were \$173.2 million, \$0.3 million less than expenses.
- The total cost of basic programs was \$173.5 million. Because a portion of these costs was paid for with charges, fees, and intergovernmental aid, the net cost that required taxpayer funding was \$124.6 million.
- Average daily attendance (ADA) in grades K-8 increased by 501, or 3.2%.

OVERVIEW OF THE FINANCIAL STATEMENTS

This annual report consists of three parts – management discussion and analysis (this section), the basic financial statements, and required supplementary information. The basic financial statements include two kinds of statements that present different views of the District:

- The first two statements are *district-wide financial statements* that provide both short-term and long-term information about the District's overall financial status.
- The remaining statements are *fund financial statements* that focus on individual parts of the District, reporting the District's operations in more detail than the district-wide statements.
 - The *governmental funds* statements tell how basic services like regular and special education were financed in the short term as well as what remains for future spending.
 - The *fiduciary funds* statement provides information about the financial relationships in which the District acts solely as a trustee or agent for the benefit of others to whom the resources belong.

The financial statements also include *notes* that explain some of the information in the statements and provide more detailed data. Figure A-1 shows how the various parts of this annual report are arranged and related to one another.



OXNARD SCHOOL DISTRICT

*Management’s Discussion and Analysis (Unaudited)
For the Fiscal Year Ended June 30, 2014*

OVERVIEW OF THE FINANCIAL STATEMENTS (continued)

Figure A-2 summarizes the major features of the District’s financial statements, including the portion of the District’s activities they cover and the types of information they contain.

Figure A-2. Major Features of the District-Wide and Fund Financial Statements

| Type of Statements | District-Wide | Governmental Funds | Fiduciary Funds |
|---|--|--|---|
| <i>Scope</i> | Entire District, except fiduciary activities | The activities of the District that are not proprietary or fiduciary, such as special education and building maintenance | Instances in which the District administers resources on behalf of someone else, such as scholarship programs and student activities monies |
| <i>Required financial statements</i> | <ul style="list-style-type: none"> • Statement of Net Position • Statement of Activities | <ul style="list-style-type: none"> • Balance Sheet • Statement of Revenues, Expenditures & Changes in Fund Balances | <ul style="list-style-type: none"> • Statement of Fiduciary Net Position • Statement of Changes in Fiduciary Net Position |
| <i>Accounting basis and measurement focus</i> | Accrual accounting and economic resources focus | Modified accrual accounting and current financial resources focus | Accrual accounting and economic resources focus |
| <i>Type of asset/liability information</i> | All assets and liabilities, both financial and capital, short-term and long-term | Only assets expected to be used up and liabilities that come due during the year or soon thereafter; no capital assets included | All assets and liabilities, both short-term and long-term; The District’s funds do not currently contain non-financial assets, though they can |
| <i>Type of inflow/outflow information</i> | All revenues and expenses during year, regardless of when cash is received or paid | Revenues for which cash is received during or soon after the end of the year; expenditures when goods or services have been received and payment is due during the year or soon thereafter | All revenues and expenses during the year, regardless of when cash is received or paid |

The remainder of this overview section of management’s discussion and analysis highlights the structure and contents of each of the statements.

OXNARD SCHOOL DISTRICT

*Management's Discussion and Analysis (Unaudited)
For the Fiscal Year Ended June 30, 2014*

OVERVIEW OF THE FINANCIAL STATEMENTS (continued)

District-Wide Statements

The district-wide statements report information about the District as a whole using accounting methods similar to those used by private-sector companies. The statement of net position includes all of the District's assets and liabilities. All of the current year's revenues and expenses are accounted for in the statement of activities regardless of when cash is received or paid.

The two district-wide statements report the District's net position and how it has changed. Net position – the difference between the District's assets and deferred outflows of resources and liabilities and deferred inflows of resources – is one way to measure the District's financial health, or *position*.

- Over time, increases and decreases in the District's net position are an indicator of whether its financial position is improving or deteriorating, respectively.
- To assess the overall health of the District, you need to consider additional nonfinancial factors such as changes in the District's demographics and the condition of school buildings and other facilities.
- In the district-wide financial statements, the District's activities are categorized as *Governmental Activities*. Most of the District's basic services are included here, such as regular and special education, transportation, and administration. Property taxes and state aid finance most of these activities.

Fund Financial Statements

The fund financial statements provide more detailed information about the District's most significant funds – not the District as a whole. Funds are accounting devices the District uses to keep track of specific sources of funding and spending on particular programs:

- Some funds are required by State law and by bond covenants.
- The District establishes other funds to control and manage money for particular purposes (like repaying its long-term debt) or to show that it is properly using certain revenues.

The District has two kinds of funds:

- *Governmental funds* – Most of the District's basic services are included in governmental funds, which generally focus on (1) how cash and other financial assets that can readily be converted to cash flow in and out and (2) the balances left at year-end that are available for spending. Consequently, the governmental funds statements provide a detailed short-term view that helps you determine whether there are more or fewer financial resources that can be spent in the near future to finance the District's programs. Because this information does not encompass the additional long-term focus of the district-wide statements, we provide additional information on a separate reconciliation page that explains the relationship (or differences) between them.
- *Fiduciary funds* – The District is the trustee, or fiduciary, for assets that belong to others, namely, the student activities funds. The District is responsible for ensuring that the assets reported in these funds are used only for their intended purposes and by those to whom the assets belong. All of the District's fiduciary activities are reported in a separate statement of fiduciary net position. We exclude these activities from the district-wide financial statements because the District cannot use these assets to finance its operations.

OXNARD SCHOOL DISTRICT

Management's Discussion and Analysis (Unaudited) For the Fiscal Year Ended June 30, 2014

FINANCIAL ANALYSIS OF THE DISTRICT AS A WHOLE

Net Position. The District's combined net position was lower on June 30, 2014, than it was the year before – decreasing 0.2% to \$139.9 million (See Table A-1).

Table A-1

| | Governmental Activities | | Variance Increase (Decrease) |
|----------------------------------|--------------------------------|-----------------------|---|
| | 2014 | 2013* | |
| Current assets | \$ 90,848,650 | \$ 112,055,921 | \$ (21,207,271) |
| Capital assets | 243,030,747 | 236,034,348 | 6,996,399 |
| Total assets | 333,879,397 | 348,090,269 | (14,210,872) |
| Total deferred outflows | 1,302,095 | 562,884 | 739,211 |
| Current liabilities | 12,484,183 | 25,044,463 | (12,560,280) |
| Long-term liabilities | 182,764,460 | 183,358,876 | (594,416) |
| Total liabilities | 195,248,643 | 208,403,339 | (13,154,696) |
| Net position | | | |
| Net investment in capital assets | 113,369,447 | 117,310,990 | (3,941,543) |
| Restricted | 32,472,934 | 29,132,896 | 3,340,038 |
| Unrestricted | (5,909,532) | (6,194,072) | 284,540 |
| Total net position | \$ 139,932,849 | \$ 140,249,814 | \$ (316,965) |

*As restated

Changes in net position, governmental activities. The District's total revenues increased 11.1% to \$173.2 million (See Table A-2). The increase is due primarily to implementation of local control funding formula.

The total cost of all programs and services increased 14.3% to \$173.5 million. The District's expenses are predominantly related to educating and caring for students, 74.8%. The purely administrative activities of the District accounted for just 4.8% of total costs. A significant contributor to the increase in costs was due to an increase in compensation to district personnel.

Table A-2

| | Governmental Activities | | Variance Increase (Decrease) |
|-------------------------------------|--------------------------------|---------------------|---|
| | 2014 | 2013* | |
| Total revenues | \$ 173,235,814 | \$ 155,910,368 | \$ 17,325,446 |
| Total expenses | 173,552,779 | 151,806,750 | 21,746,029 |
| Increase (decrease) in net position | \$ (316,965) | \$ 4,103,618 | \$ (4,420,583) |

*As restated

OXNARD SCHOOL DISTRICT

Management's Discussion and Analysis (Unaudited)

For the Fiscal Year Ended June 30, 2014

FINANCIAL ANALYSIS OF THE DISTRICT'S FUNDS

The financial performance of the District as a whole is reflected in its governmental funds as well. As the District completed this year, its governmental funds reported a combined fund balance of \$80.9 million, which is below last year's ending fund balance of \$89.1 million. The primary cause of the decreased fund balance is due to spending down the District's bond funds for construction and modernization projects.

General Fund Budgetary Highlights

Over the course of the year, the District revised the annual operating budget several times. The major budget amendments fall into these categories:

- Revenues – increased by \$17.0 million primarily to reflect federal and state budget actions.
- Salaries and benefits costs – increased \$5.5 million due to an increase in compensation to district personnel.
- Other costs – increased \$11.8 million to re-budget carryover funds and revise operational cost estimates.

While the District's final budget for the General Fund anticipated that expenditures would exceed revenues by about \$2.8 million, the actual results for the year show that revenues exceeded expenditures by roughly \$3.2 million. Actual revenues were \$2.8 million less than anticipated, but expenditures were \$8.8 million less than budgeted. That amount consists primarily of restricted categorical program dollars that were not spent as of June 30, 2014 that will be carried over into the 2014-15 budget.

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets

By the end of 2013-14 the District had spent just over \$11.7 million in new capital assets. (More detailed information about capital assets can be found in Note 6 to the financial statements). Total depreciation expense for the year exceeded \$4.7 million.

Table A-3: Capital Assets at Year-End, net of depreciation

| | Governmental Activities (In millions) | | Variance Increase (Decrease) |
|--------------------------|--|-----------------|------------------------------------|
| | 2014 | 2013* | |
| Land | \$ 27.1 | \$ 27.1 | \$ - |
| Improvement of sites | 14.6 | 13.0 | 1.6 |
| Buildings | 171.3 | 174.6 | (3.3) |
| Equipment | 4.0 | 4.2 | (0.2) |
| Construction in progress | 26.0 | 17.1 | 8.9 |
| Total | <u>\$ 243.0</u> | <u>\$ 236.0</u> | <u>\$ 7.0</u> |

*As restated

OXNARD SCHOOL DISTRICT

*Management's Discussion and Analysis (Unaudited)
For the Fiscal Year Ended June 30, 2014*

CAPITAL ASSET AND DEBT ADMINISTRATION (continued)

Long-Term Debt

At year-end the District had \$182.8 million in general obligation bonds, certificates of participation, compensated absences, and other postemployment benefits – a decrease of 0.3% from last year's balance – as shown in Table A-4. (More detailed information about the District's long-term liabilities is presented in Note 7 to the financial statements).

Table A-4: Outstanding Long-Term Debt at Year-End

| | Governmental Activities (In millions) | | Variance Increase (Decrease) |
|-------------------------------|--|-----------------|------------------------------------|
| | 2014 | 2013 | |
| General obligation bonds | \$ 157.8 | \$ 160.8 | \$ (3.0) |
| Certificates of participation | 4.6 | 4.9 | (0.3) |
| Energy retrofit agreement | 4.7 | 4.8 | (0.1) |
| Compensated absences | 1.1 | 1.0 | 0.1 |
| Other postemployment benefits | 14.6 | 11.9 | 2.7 |
| Total | <u>\$ 182.8</u> | <u>\$ 183.4</u> | <u>\$ (0.6)</u> |

FACTORS BEARING ON THE DISTRICT'S FUTURE

Budget Overview

The Governor signed the *2014-15 Budget Act* on June 20, 2014. In late June, the Governor signed 17 budget-related bills into law. The 2014-15 budget package assumes total state spending of \$152.3 billion, an increase of 8.6 percent over revised totals for 2013-14. This consists of \$108 billion from the General Fund and the Education Protection Account created by Proposition 30 (2012), and \$44.3 billion from special funds. The budget package assumes spending from federal funds to be \$98 billion, an increase of 20.9 percent over 2013-14 revised levels, mainly due to increases in the health area of the budget. Bond spending is expected to decline 53 percent in 2014-15.

Major Features of the 2014-15 Spending Plan

Similar to the 2013-14 budget, the 2014-15 spending plan makes targeted augmentations in a few areas while paying down several billion dollars in key liabilities. In addition, if certain revenue and other targets are met, additional spending—mostly for paying down debt—would be “triggered” under the budget plan.

Fully Funds CalSTRS Pension Program

As of the end of 2012-13, the California State Teachers' Retirement System (CalSTRS) had a \$74 billion shortfall. Budget-related legislation aims to erase the unfunded liability in 32 years by increasing contributions from the state, school and community college districts, and teachers.

Proposition 98

The budget plan includes large Proposition 98 funding increases for schools and community colleges. The Proposition 98 budget continues implementation of the Local Control Funding Formula, pays down most of the remaining payment deferrals, and pays down several hundred million dollars of other Proposition 98 obligations.

OXNARD SCHOOL DISTRICT

*Management's Discussion and Analysis (Unaudited)
For the Fiscal Year Ended June 30, 2014*

FACTORS BEARING ON THE DISTRICT'S FUTURE (continued)

Spending Changes

Funding for K-14 education increases significantly under the new budget package. In the sections that follow, we describe how the State is spending these funds.

Deferral Payments

Pays Down \$5.2 Billion in Outstanding Deferrals

The budget package pays down \$5.2 billion in outstanding deferrals (\$4.7 billion for schools and \$498 million for community colleges). Of the total paydown, \$1.4 billion is designated as 2012-13 spending, \$3.1 billion is designated as 2013-14 spending, and \$662 million is designated as 2014-15 spending. Under the budget plan, \$992 million in deferrals (\$897 million for schools and \$94 million for community colleges) would remain outstanding at the end of 2014-15.

Eliminates Remaining Deferrals if Minimum Guarantee Exceeds Estimates

The budget package pays down additional deferrals (potentially eliminating all outstanding deferrals) if subsequent estimates of the 2013-14 and 2014-15 minimum guarantees are higher than the administration's May 2015 estimates. Effectively, the budget plan earmarks the first \$992 million in potential additional 2013-14 and 2014-15 spending for deferral paydowns.

Mandates

Pays Down \$450 Million in Outstanding Education Mandate Claims

We estimate the State currently has a backlog of more than \$5 billion in unpaid claims for education mandates. The budget includes \$400 million to reduce the mandate backlog for schools. (Of this amount, \$287 million is 2014-15 Proposition 98 funding and \$113 million is from unspent prior-year fund.) Funds will be distributed to schools and community colleges on a per-student basis.

Adds Several Mandates to School and Community College Block Grants

The Commission on State Mandates recently approved seven new reimbursable education mandates. Six of these mandates apply to schools, two apply to community colleges, and one applies to both schools and community colleges. For schools, the budget adds to the block grant mandates related to (1) parental involvement procedures, (2) compliance activities associated with the *Williams v. California* case, (3) uniform complaint procedures, (4) developer fees, (5) charter school oversight, and (6) public contracts.

Energy Grants

State Provides Second-Year Funding for Energy Projects

Passed by voters in November 2012, Proposition 39 increases state corporate tax revenues and requires for a five-year period, starting in 2013-14, that a portion of these revenues be used to improve energy efficiency and expand the use of alternative energy in public buildings. The 2014-15 budget provides \$345 million Proposition 98 General Fund for Proposition 39 school and community college energy programs. Specifically, the budget provides \$279 million for school grants, \$38 million for community colleges grants, and \$28 million for the revolving loan program for both schools and community colleges. (Estimates of Proposition 39 revenues are lower in 2014-15 compared to 2013-14, resulting in less provided for school and community college grants.) The budget also provides \$8 million non-Proposition 98 General Fund for Proposition 39 job-training programs administered by the California Conservation Corps (\$5 million) and the California Workforce Investment Board (\$3 million).

OXNARD SCHOOL DISTRICT

*Management's Discussion and Analysis (Unaudited)
For the Fiscal Year Ended June 30, 2014*

FACTORS BEARING ON THE DISTRICT'S FUTURE (continued)

Chapter 751 Obligation

Makes Final \$410 Million Payment on Outstanding Proposition 98 Obligations From 2004-05 and 2005-06

The 2014-15 budget makes a final \$410 million payment to retire the state's obligation set forth in Chapter 751, Statutes of 2006 (SB 1133, Torlakson). Chapter 751 required the state to provide additional annual school and community college payments until a total of \$2.8 billion had been provided. Of the amount provided in the budget package, \$316 million is for continued funding of the QEIA program (\$268 million for schools and \$48 million for community colleges) and \$94 million is to pay down a separate state obligation related to school facility repairs.

K-12 Education

The largest K-12 augmentation is for the second-year phase in of the recently adopted Local Control Funding Formula (LCFF). The budget also includes several other school-specific augmentations—some of which relate to school operations and some of which relate to school infrastructure. In addition to these budget actions, the Legislature adopted trailer legislation relating to school district reserves and independent study (IS) programs.

Operational Funding

Provides \$4.7 Billion for LCFF Implementation

The budget plan includes \$4.7 billion in additional funding for the school district LCFF—resulting in per-pupil LCFF funding that is 12 percent higher than 2013-14 levels. The additional funding is sufficient to close 29 percent of the gap between districts' 2013-14 funding levels and their target funding rates. We estimate the 2014-15 funding level is approximately 80 percent of the full implementation cost. The budget also includes \$26 million for the LCFF for county offices of education (COEs). This increase is sufficient to bring all COEs up to their LCFF funding targets in 2014-15.

Other Notable K-12 Actions

The budget provides \$54 million to continue implementation of new student assessments and \$33 million to provide a cost-of-living adjustment (COLA) for several K-12 programs (including special education and child nutrition programs).

Infrastructure

Allocates \$189 Million for Emergency Repair Program (ERP)

Chapter 899, Statutes of 2004 (SB 6, Alpert), created the ERP to fund critical repair projects at certain low-performing schools. Chapter 899 requires the state to contribute a total of \$800 million for the program. The state has provided \$338 million to date. The budget provides \$189 million for the ERP in 2014-15.

Allocates \$27 Million in One-Time Funds for School Internet Infrastructure

The budget includes \$27 million in one-time Proposition 98 funding for schools to purchase Internet connectivity infrastructure upgrades required to administer new computer-based tests. Grantees are to be selected based on the results of a statewide assessment of schools' Internet connectivity infrastructure to be completed by the K-12 High-Speed Network (HSN) by March 1, 2015.

OXNARD SCHOOL DISTRICT

*Management's Discussion and Analysis (Unaudited)
For the Fiscal Year Ended June 30, 2014*

FACTORS BEARING ON THE DISTRICT'S FUTURE (continued)

Shifts Remaining Bond Authority Among Certain School Facility Programs

The budget package shifts remaining bond authority from the Career Technical Education (CTE) and High Performance Incentive (HPI) school facility programs to the New Construction and Modernization facility programs.

Local Reserves

Requires School Districts to Disclose and Justify Reserves

Chapter 32, Statutes of 2014 (SB 858, Committee on Budget and Fiscal Review), creates new disclosure requirements effective beginning in 2015-16 for districts that have reserves exceeding state-specified minimums. If a district's budget reserve exceeds the state minimum, Chapter 32 requires the district to identify the amount of reserves that exceed the minimum and explain why the higher reserve levels are necessary. The district must disclose this information in a public meeting and each time it submits a budget to its COE.

Caps Local Reserves Some Years Under Proposition 2

Proposition 2 on the November 2014 ballot set forth new constitutional provisions relating to state reserves, including provisions relating to a new state reserve for schools. With the voters approving Proposition 2, certain provisions of Chapter 32 go into effect. These provisions cap school districts' reserve levels the year after the state makes a deposit into the new state reserve for schools. The caps for most districts will range from 3 percent to 10 percent of a district's annual expenditures.

All of these factors were considered in preparing the Oxnard School District budget for the 2014-15 fiscal year.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, taxpayers, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the money it receives. If you have questions about this report or need additional information contact Ms. Lisa Cline, Assistant Superintendent of Budget and Fiscal Services, Oxnard School District, 1051 South A Street, Oxnard, California 93030 or at (805) 385-1501.

OXNARD SCHOOL DISTRICT*Statement of Net Position**June 30, 2014*

| | Total Governmental Activities |
|---|--|
| ASSETS | |
| Current assets: | |
| Cash | \$ 66,766,011 |
| Accounts receivable | 23,883,947 |
| Prepaid expenditures | 42,127 |
| Stores inventories | 156,565 |
| Total current assets | <u>90,848,650</u> |
| Capital assets: | |
| Non-depreciable assets | 53,175,879 |
| Depreciable assets | 231,838,095 |
| Less accumulated depreciation | <u>(41,983,227)</u> |
| Total capital assets | <u>243,030,747</u> |
| Total assets | <u>333,879,397</u> |
| DEFERRED OUTFLOWS OF RESOURCES | |
| Deferred amounts on refunding | <u>1,302,095</u> |
| LIABILITIES | |
| Current liabilities: | |
| Accounts payable | 12,454,229 |
| Unearned revenues | 29,954 |
| Total current liabilities | <u>12,484,183</u> |
| Long-term liabilities: | |
| Due within one year | 6,643,795 |
| Due after one year | 176,120,665 |
| Total long-term liabilities | <u>182,764,460</u> |
| Total liabilities | <u>195,248,643</u> |
| NET POSITION | |
| Net investment in capital assets | 113,369,447 |
| Restricted for: | |
| Capital projects | 17,102,227 |
| Debt service | 10,542,142 |
| Categorical programs | 4,828,565 |
| Unrestricted | <u>(5,909,532)</u> |
| Total net position | <u>\$ 139,932,849</u> |

OXNARD SCHOOL DISTRICT
Statement of Activities
For the Fiscal Year Ended June 30, 2014

| Functions/Programs | Expenses | Program Revenues | | Net (Expense) Revenue and Changes in Net Position | |
|---|----------------|-------------------------|--|--|--|
| | | Charges for Services | Operating Grants and Contributions | | Capital Grants and Contributions |
| Governmental Activities | | | | | |
| Instruction | \$ 96,454,247 | \$ 190,663 | \$ 19,696,710 | \$ 9,031,296 | \$ (67,535,578) |
| Instruction-related services: | | | | | |
| Supervision of instruction | 4,973,445 | 21,748 | 3,222,476 | - | (1,729,221) |
| Instructional library, media and technology | 1,952,593 | 2,225 | 682,513 | - | (1,267,855) |
| School site administration | 9,957,815 | 274 | 591,326 | - | (9,366,215) |
| Pupil services: | | | | | |
| Home-to-school transportation | 2,835,660 | - | 7,354,532 | - | 4,518,872 |
| Food services | 8,963,198 | 690,134 | 1,937,730 | - | (6,335,334) |
| All other pupil services | 4,753,107 | 8,918 | - | - | (4,744,189) |
| General Administration: | | | | | |
| Data processing | 1,443,916 | 2,437 | 66,258 | - | (1,375,221) |
| All other general administration | 6,827,000 | 35,818 | 1,151,827 | - | (5,639,355) |
| Plant services | 24,494,837 | 24,298 | - | - | (24,470,539) |
| Community services | 921,016 | 10,011 | 264,656 | - | (646,349) |
| Other outgo | 7,631,181 | 367,540 | 3,598,777 | - | (3,664,864) |
| Transfers between agencies | 2,344,764 | - | - | - | (2,344,764) |
| Total governmental activities | \$ 173,552,779 | \$ 1,354,066 | \$ 38,566,805 | \$ 9,031,296 | (124,600,612) |
| General Revenues: | | | | | |
| Property taxes | | | | | 30,354,710 |
| Federal and state aid not restricted to specific purposes | | | | | 92,018,610 |
| Interest and investment earnings | | | | | 80,148 |
| Miscellaneous | | | | | 1,830,179 |
| Total general revenues | | | | | 124,283,647 |
| Change in net position | | | | | (316,965) |
| Net position - July 1, 2013, as originally stated | | | | | 118,293,476 |
| Adjustments for restatement | | | | | 21,956,338 |
| Net position - July 1, 2013, as restated | | | | | 140,249,814 |
| Net position - June 30, 2014 | | | | | \$ 139,932,849 |

OXNARD SCHOOL DISTRICT
Balance Sheet – Governmental Funds
June 30, 2014

| | General Fund | Cafeteria Fund | Building Fund | Bond Interest and Redemption Fund | Non-Major Governmental Funds | Total Governmental Funds |
|--------------------------------------|----------------------|---------------------|----------------------|---|------------------------------------|--------------------------------|
| ASSETS | | | | | | |
| Cash | \$ 4,796,347 | \$ 640,362 | \$ 33,589,491 | \$ 10,534,465 | \$ 17,205,346 | \$ 66,766,011 |
| Accounts receivable | 22,251,605 | 1,521,800 | 28,207 | 7,677 | 74,658 | 23,883,947 |
| Due from other funds | 2,193,394 | 33,501 | - | - | 7,792 | 2,234,687 |
| Inventories | 105,779 | 50,786 | - | - | - | 156,565 |
| Prepaid expenditures | 42,127 | - | - | - | - | 42,127 |
| Total Assets | <u>\$ 29,389,252</u> | <u>\$ 2,246,449</u> | <u>\$ 33,617,698</u> | <u>\$ 10,542,142</u> | <u>\$ 17,287,796</u> | <u>\$ 93,083,337</u> |
| LIABILITIES AND FUND BALANCES | | | | | | |
| Liabilities | | | | | | |
| Accounts payable | \$ 4,761,100 | \$ 49,581 | \$ 1,279,100 | \$ - | \$ 80,893 | \$ 6,170,674 |
| Due to other funds | 3,826,212 | 2,136,080 | - | - | 57,314 | 6,019,606 |
| Unearned revenue | 29,954 | - | - | - | - | 29,954 |
| Total Liabilities | <u>8,617,266</u> | <u>2,185,661</u> | <u>1,279,100</u> | <u>-</u> | <u>138,207</u> | <u>12,220,234</u> |
| Fund Balances | | | | | | |
| Nonspendable | 167,906 | 50,892 | - | - | - | 218,798 |
| Restricted | 4,771,307 | 9,896 | 32,338,598 | 10,542,142 | 17,149,589 | 64,811,532 |
| Assigned | 10,869,975 | - | - | - | - | 10,869,975 |
| Unassigned | 4,962,798 | - | - | - | - | 4,962,798 |
| Total Fund Balances | <u>20,771,986</u> | <u>60,788</u> | <u>32,338,598</u> | <u>10,542,142</u> | <u>17,149,589</u> | <u>80,863,103</u> |
| Total Liabilities and Fund Balances | <u>\$ 29,389,252</u> | <u>\$ 2,246,449</u> | <u>\$ 33,617,698</u> | <u>\$ 10,542,142</u> | <u>\$ 17,287,796</u> | <u>\$ 93,083,337</u> |

OXNARD SCHOOL DISTRICT

Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Position June 30, 2014

| | | | |
|---|---------------------------------------|--------------------|-----------------------|
| Total fund balances - governmental funds | | | \$ 80,863,103 |
| Amounts reported for governmental <i>activities</i> in the statement of net position are different because capital assets used for governmental activities are not financial resources and therefore are not reported as assets in governmental funds. The cost of the assets is \$285,013,974, and the accumulated depreciation is (\$41,983,227). | | | 243,030,747 |
| In governmental funds, postemployment benefits costs are recognized as expenditures in the period they are paid. In the government-wide statements, postemployment benefits costs are recognized in the period that they are incurred. The net OPEB liability at the end of the period was: | | | (14,551,991) |
| In governmental funds, interest on long-term debt is not recognized until the period in which it matures and is paid. In the government-wide statement of activities, it is recognized in the period that it is incurred. The additional liability for unmatured interest owing at the end of the period was: | | | (2,498,636) |
| In governmental funds, only current liabilities are reported. In the statement of net position, all liabilities, including long-term liabilities, are reported. Long-term liabilities relating to governmental activities consist of: | | | |
| | Certificates of participation payable | 4,600,800 | |
| | Energy retrofit agreement | 4,658,868 | |
| | Compensated absences payable | 1,151,199 | |
| | General obligation bonds payable | <u>157,801,602</u> | (168,212,469) |
| Deferred amounts on refunding represent amounts paid to an escrow agent in excess of the outstanding debt at the time of the payment for refunded bonds which have been defeased. In the government-wide statements it is recognized as a deferred outflow of resources. The remaining deferred amounts on refunding at the end of the period were: | | | <u>1,302,095</u> |
| Total net position - governmental activities | | | <u>\$ 139,932,849</u> |

OXNARD SCHOOL DISTRICT

Statement of Revenues, Expenditures, and Changes in Fund Balance – Governmental Funds For the Fiscal Year Ended June 30, 2014

| | General Fund | Cafeteria Fund | Building Fund | Bond Interest and Redemption Fund | Non-Major Governmental Funds | Total Governmental Funds |
|---|--------------------|-------------------|-------------------|---|------------------------------------|--------------------------------|
| REVENUES | | | | | | |
| LCFF sources | \$ 108,351,091 | \$ - | \$ - | \$ - | \$ - | \$ 108,351,091 |
| Federal sources | 10,839,213 | 7,687,980 | - | - | - | 18,527,193 |
| Other state sources | 13,469,896 | 512,059 | - | 98,510 | 10,045,945 | 24,126,410 |
| Other local sources | 9,837,142 | 734,735 | 133,918 | 10,844,471 | 680,855 | 22,231,121 |
| Total Revenues | 142,497,342 | 8,934,774 | 133,918 | 10,942,981 | 10,726,800 | 173,235,815 |
| EXPENDITURES | | | | | | |
| Current: | | | | | | |
| Instructional Services: | | | | | | |
| Instruction | 91,155,885 | - | - | - | 884,138 | 92,040,023 |
| Instruction-Related Services: | | | | | | |
| Supervision of instruction | 4,661,624 | - | - | - | 149,785 | 4,811,409 |
| Instructional library, media and technology | 1,872,206 | - | - | - | - | 1,872,206 |
| School site administration | 9,523,858 | - | - | - | - | 9,523,858 |
| Pupil Support Services: | | | | | | |
| Home-to-school transportation | 2,813,635 | - | - | - | - | 2,813,635 |
| Food services | 335 | 8,664,055 | - | - | - | 8,664,390 |
| All other pupil services | 4,565,891 | - | - | - | - | 4,565,891 |
| Community services | 870,056 | - | - | - | - | 870,056 |
| General Administration Services: | | | | | | |
| Data processing services | 1,398,671 | - | - | - | - | 1,398,671 |
| Other general administration | 6,481,889 | - | - | - | 8,600 | 6,490,489 |
| Plant services | 12,702,351 | 43,253 | 1,597,647 | - | 73,139 | 14,416,390 |
| Transfer of indirect costs | (432,549) | 383,896 | - | - | 48,653 | - |
| Capital Outlay | 1,012,247 | - | 11,625,259 | - | 7,641,316 | 20,278,822 |
| Intergovernmental Transfers | 2,344,764 | - | - | - | - | 2,344,764 |
| Debt Service: | | | | | | |
| Debt service - issuance costs | - | - | 209,590 | - | - | 209,590 |
| Debt service - principal | 138,772 | - | - | 4,670,000 | 244,300 | 5,053,072 |
| Debt service - interest | 213,957 | - | - | 5,919,818 | 224,340 | 6,358,115 |
| Total Expenditures | 139,323,592 | 9,091,204 | 13,432,496 | 10,589,818 | 9,274,271 | 181,711,381 |
| Excess (Deficiency) of Revenues | | | | | | |
| Over (Under) Expenditures | 3,173,750 | (156,430) | (13,298,578) | 353,163 | 1,452,529 | (8,475,566) |
| OTHER FINANCING SOURCES (USES) | | | | | | |
| Interfund transfers in | - | 166,248 | - | - | - | 166,248 |
| Interfund transfers out | (166,248) | - | - | - | - | (166,248) |
| Proceeds from issuance of bonds | - | - | 11,835,000 | - | - | 11,835,000 |
| Premiums on issuance of debt | - | - | 1,633,973 | - | - | 1,633,973 |
| Payment to escrow agent for defeased debt | - | - | (13,259,044) | - | - | (13,259,044) |
| Total Other Financing Sources and Uses | (166,248) | 166,248 | 209,929 | - | - | 209,929 |
| Net Change in Fund Balances | 3,007,502 | 9,818 | (13,088,649) | 353,163 | 1,452,529 | (8,265,637) |
| Fund Balances, July 1, 2013, as originally stated | 17,764,484 | 50,970 | 45,427,247 | 10,188,979 | 6,851,644 | 80,283,324 |
| Adjustment for Restatement | - | - | - | - | 8,845,416 | 8,845,416 |
| Fund Balances, July 1, 2013, as restated | 17,764,484 | 50,970 | 45,427,247 | 10,188,979 | 15,697,060 | 89,128,740 |
| Fund Balances, June 30, 2014 | \$ 20,771,986 | \$ 60,788 | \$ 32,338,598 | \$ 10,542,142 | \$ 17,149,589 | \$ 80,863,103 |

OXNARD SCHOOL DISTRICT

Reconciliation of the Governmental Funds Statement of Revenues, Expenditures, and Changes in Fund Balances to the Statement of Activities For the Fiscal Year Ended June 30, 2014

Total net change in fund balances - governmental funds \$ (8,265,637)

Amounts reported for governmental *activities* in the statement of activities are different because:

Capital outlays are reported in governmental funds as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense. The difference between capital outlay expenditures and depreciation expense for the period is:

| | | |
|---------------------------------|--------------------|-----------|
| Expenditures for capital outlay | 11,743,150 | |
| Depreciation expense | <u>(4,746,751)</u> | 6,996,399 |

In governmental funds, repayments of long-term debt are reported as expenditures. In the government-wide statements, repayments of long-term debt are reported as reduction of liabilities. Expenditures for repayment of the principal portion of long-term debt were: 17,528,072

In governmental funds, postemployment benefits costs are recognized as expenditures in the period they are paid. In the government-wide statements, postemployment benefits costs are recognized in the period that they are incurred. The increase in the net OPEB liability at the end of the period was: (2,694,044)

In governmental funds, proceeds from debt are recognized as other financing sources. In the government-wide statements, proceeds from debt are reported as an increase to liabilities. Amounts recognized in governmental funds as proceeds from debt, net of issue premium or discount were: (13,468,973)

In governmental funds, interest on long-term debt is recognized in the period that it becomes due. In the government-wide statement of activities, it is recognized in the period that it is incurred. Unmatured interest owing at the end of the period, less matured interest paid during the period but owing from the prior period was: (381,354)

In the statement of activities, compensated absences are measured by the amounts *earned* during the year. In the governmental funds, however, expenditures for these items are measured by the amount of financial resources used (essentially, the amounts actually *paid*). This year, vacation leave earned exceeded the amounts used by: (133,689)

In governmental funds, accreted interest on capital appreciation bonds is not recorded as an expenditure from current resources. In the government-wide statement of activities, however, this is recorded as interest expense for the period. (804,273)

In governmental funds, if debt is issued at a premium or discount, the premium or discount is recognized as an Other Financing Source or an Other Financing Use in the period it is incurred. In the government-wide statements, the premium is amortized as interest over the life of the debt. Amortization of premium or discount for the period is: 167,323

The amounts paid to the refunded bond escrow agent in excess of the refunded bond at the time of payment are recorded as deferred amounts on refunding and are amortized over the life of the liability. The difference between amounts recognized as deferred amounts during the year and the amounts amortized for the year is: 739,211

Change in net position of governmental activities \$ (316,965)

OXNARD SCHOOL DISTRICT
Statement of Fiduciary Net Position
June 30, 2014

| | Trust Fund | Agency Funds | |
|--------------------------|--------------------------|-----------------------|---------------------|
| | Retiree Benefits Fund | Student Body Funds | Total |
| Assets | | | |
| Cash | \$ 3,546,897 | \$ 141,619 | \$ 3,688,516 |
| Accounts receivable | 3,422 | 1 | 3,423 |
| Inventory | - | 43,984 | 43,984 |
| Due from other funds | 3,784,919 | - | 3,784,919 |
| Total Assets | <u>7,335,238</u> | <u>\$ 185,604</u> | <u>7,520,842</u> |
| Liabilities | | | |
| Accounts payable | \$ - | \$ 9,119 | 9,119 |
| Due to student groups | - | 176,485 | 176,485 |
| Total Liabilities | <u>-</u> | <u>\$ 185,604</u> | <u>185,604</u> |
| Net Position | | | |
| Restricted | <u>\$ 7,335,238</u> | | <u>\$ 7,335,238</u> |

OXNARD SCHOOL DISTRICT*Statement of Changes in Fiduciary Net Position
For the Fiscal Year Ended June 30, 2014*

| | Trust Fund |
|------------------------------|----------------------------------|
| | <u>Retiree Benefits Fund</u> |
| ADDITIONS | |
| Interest | \$ 16,699 |
| In-district contributions | <u>3,784,919</u> |
| Total Additions | <u>3,801,618</u> |
| DEDUCTIONS | |
| Operating expenditures | <u>3,660,844</u> |
| Total Deductions | <u>3,660,844</u> |
| Net Increase (Decrease) | 140,774 |
| Net position - July 1, 2013 | <u>7,194,464</u> |
| Net position - June 30, 2014 | <u><u>\$ 7,335,238</u></u> |

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES

A. Reporting Entity

A reporting entity is comprised of the primary government, component units, and other organizations that are included to ensure the financial statements are not misleading. The primary government of the District consists of all funds, departments, and agencies that are not legally separate from the District. For Oxnard School District, this includes general operations, food service, and student related activities of the District.

The District has no component units that meet the criteria of GASB Statement No. 14 to be included in the financial statements of the District.

B. Basis of Presentation, Basis of Accounting

1. Basis of Presentation

Government-Wide Financial Statements

The statement of net position and the statement of activities display information about the primary government (the District). These statements include the financial activities of the overall government, except for fiduciary activities. Eliminations have been made to minimize the double-counting of internal activities. Governmental activities generally are financed through taxes, intergovernmental revenues, and other nonexchange transactions.

The statement of activities presents a comparison between direct expenses and program revenues for each function of the District's governmental activities. Direct expenses are those that are specifically associated with a program or function and, therefore, are clearly identifiable to a particular function. Program revenues include (a) fees, fines, and charges paid by the recipients of goods or services offered by the programs and (b) grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues that are not classified as program revenues, including all taxes, are presented as general revenues.

Fund Financial Statements

The fund financial statements provide information about the District's funds, including its fiduciary funds. Separate statements for each fund category - *governmental* and *fiduciary* - are presented. The emphasis of fund financial statements is on major governmental funds, each displayed in a separate column. All remaining governmental and enterprise funds are aggregated and reported as nonmajor funds.

Major Governmental Funds

The District reports the following major governmental funds:

General Fund: This fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund. The District also maintains a Deferred Maintenance Fund. Under the flexibility provisions of current statute that allow certain formerly restricted revenues to be used for any educational purpose, the Deferred Maintenance Fund does not currently meet the definition of special revenue funds as it is no longer primarily composed of restricted or committed revenue sources. Because this fund does not meet the definition of a special revenue fund under GASB 54, the activity in this fund is being reported within the General Fund.

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (continued)

B. Basis of Presentation, Basis of Accounting (continued)

1. Basis of Presentation (continued)

Major Governmental Funds (continued)

Cafeteria Fund: This fund is used to account for revenues received and expenditures made to operate the District's food service operations.

Building Fund: This fund is used to account for the acquisition of major governmental capital facilities and buildings from the sale of general obligation bonds.

Bond Interest and Redemption Fund: This Fund is used to account for the accumulation of resources for, and the repayment of, District bonds, interest, and related costs.

Non-Major Governmental Funds

The District maintains the following non-major governmental funds:

Special Revenue Funds:

Child Development Fund: This fund is used to account for resources committed to child development programs maintained by the District.

Capital Projects Funds:

Capital Facilities Fund: This fund is used to account for resources received from developer impact fees assessed under provisions of the California Environmental Quality Act.

County School Facilities Fund: This fund is used to account for state apportionments provided for modernization of school facilities under SB50.

Fiduciary Funds

Fiduciary fund reporting focuses on net position and changes in net position. Fiduciary funds are used to report assets held in a trustee or agency capacity for others and therefore cannot be used to support the District's own programs. The fiduciary fund category includes pension (and other employee benefit) trust funds, investment trust funds, private-purpose trust funds, and agency funds. The District maintains the following fiduciary funds:

Retiree Benefit Fund: This fund is used to account separately for amounts held in trust from salary reduction agreements, other irrevocable contributions for employees' retirement benefit payments or both.

Agency Funds: The District maintains a separate agency fund for each school that operates an Associated Student Body (ASB) Fund, whether it is organized or not.

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (continued)

B. Basis of Presentation, Basis of Accounting (continued)

2. Measurement Focus, Basis of Accounting

Government-Wide and Fiduciary Fund Financial Statements

The government-wide and fiduciary fund financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place. Nonexchange transactions, in which the District gives (or receives) value without directly receiving (or giving) equal value in exchange, include property taxes, grants, entitlements, and donations. On an accrual basis, revenue from property taxes is recognized in the fiscal year in which all eligibility requirements have been satisfied.

Governmental Fund Financial Statements

Governmental funds are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available. The District considers all revenues reported in the governmental funds to be available if the revenues are collected within 60 days after year-end. Expenditures are recorded when the related fund liability is incurred, except for principal and interest on general long-term debt, claims and judgments, and compensated absences, which are recognized as expenditures to the extent they have matured. Capital asset acquisitions are reported as expenditures in governmental funds. Proceeds of general long-term debt and financing from capital leases are reported as other financing sources.

C. Budgetary Data

The budgetary process is prescribed by provisions of the California *Education Code* and requires the governing board to hold a public hearing and adopt an operating budget no later than July 1 of each year. The District governing board satisfied these requirements. The adopted budget is subject to amendment throughout the year to give consideration to unanticipated revenue and expenditures primarily resulting from events unknown at the time of budget adoption with the legal restriction that expenditures cannot exceed appropriations by major object account.

The amounts reported as the original budgeted amounts in the budgetary statements reflect the amounts when the original appropriations were adopted. The amounts reported as the final budgeted amounts in the budgetary statements reflect the amounts after all budget amendments have been accounted for. For budget purposes, on behalf payments have not been included as revenue and expenditures as required under generally accepted accounting principles.

D. Encumbrances

Encumbrance accounting is used in all budgeted funds to reserve portions of applicable appropriations for which commitments have been made. Encumbrances are recorded for purchase orders, contracts, and other commitments when they are written. Encumbrances are liquidated when the commitments are paid. All encumbrances are liquidated as of June 30.

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (continued)

E. Assets, Deferred Outflows of Resources, Liabilities, and Net Position

1. Cash and Cash Equivalents

The District considers cash and cash equivalents to be cash on hand and demand deposits. In addition, because the Treasury Pool is sufficiently liquid to permit withdrawal of cash at any time without prior notice or penalty, equity in the pool is also deemed to be a cash equivalent.

2. Inventories

Inventories are valued at cost using the first-in/first-out (FIFO) method. The costs of governmental fund-type inventories are recorded as expenditures when consumed rather than when purchased.

3. Capital Assets

Purchased or constructed capital assets are reported at cost or estimated historical cost. Donated fixed assets are recorded at their estimated fair value at the date of donation. The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend assets' lives are not capitalized.

Capital assets are depreciated using the straight-line method over the following estimated useful lives:

| Description | Estimated Lives |
|----------------------------|-----------------|
| Buildings and Improvements | 25-40 years |
| Land Improvements | 14-30 years |
| Furniture and Equipment | 5-15 years |

4. Compensated Absences

The liability for compensated absences reported in the government-wide statements consists of unpaid, accumulated annual and vacation leave balances. The liability has been calculated using the vesting method, in which leave amounts for both employees who currently are eligible to receive termination payments and other employees who are expected to become eligible in the future to receive such payments upon termination are included.

5. Property Tax Calendar

The County is responsible for the assessment, collection, and apportionment of property taxes for all jurisdictions including the schools and special districts within the County. The Board of Supervisors levies property taxes as of September 1 on property values assessed on July 1. Secured property tax payments are due in two equal installments. The first is generally due November 1 and is delinquent with penalties on December 10, and the second is generally due on February 1 and is delinquent with penalties on April 10. Secured property taxes become a lien on the property on January 1.

6. Fund Balances

The fund balance for governmental funds is reported in classifications based on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (continued)

E. Assets, Deferred Outflows of Resources, Liabilities, and Net Position (continued)

6. Fund Balances (continued)

Nonspendable: Fund balance is reported as nonspendable when the resources cannot be spent because they are either in a nonspendable form or legally or contractually required to be maintained intact. Resources in nonspendable form include inventories and prepaid assets.

Restricted: Fund balance is reported as restricted when the constraints placed on the use of resources are either externally imposed by creditors, grantors, contributors, or laws or regulations of other governments; or imposed by law through constitutional provision or by enabling legislation.

Committed: The District's highest decision-making level of authority rests with the District's Board. Fund balance is reported as committed when the Board passes a resolution that places specified constraints on how resources may be used. The Board can modify or rescind a commitment of resources through passage of a new resolution.

Assigned: Resources that are constrained by the District's intent to use them for a specific purpose, but are neither restricted nor committed, are reported as assigned fund balance. Intent may be expressed by either the Board, committees (such as budget or finance), or officials to which the Board has delegated authority.

Unassigned: Unassigned fund balance represents fund balance that has not been restricted, committed, or assigned and may be utilized by the District for any purpose. When expenditures are incurred, and both restricted and unrestricted resources are available, it is the District's policy to use restricted resources first, then unrestricted resources in the order of committed, assigned, and then unassigned, as they are needed.

7. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period and so will not be recognized as an outflow of resources (expense/expenditure) until then. The District has only one item that qualifies for reporting in this category. This item is deferred amount on refunding, which resulted from the difference in the carrying value of refunded debt and its reacquisition price. This amount is shown as deferred and amortized over the shorter of the life of the refunded or refunding debt.

In addition to liabilities, the statement of net position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period and will not be recognized as an inflow of resources (revenue) until that time. The District has no deferred inflows of resources.

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (continued)

E. Assets, Deferred Outflows of Resources, Liabilities, and Net Position (continued)

8. Net Position

Net position is classified into three components: net investment in capital assets; restricted; and unrestricted. These classifications are defined as follows:

- **Net investment in capital assets** - This component of net position consists of capital assets, including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets. If there are significant unspent related debt proceeds at year-end, the portion of the debt attributable to the unspent proceeds are not included in the calculation of net investment in capital assets. Rather, that portion of the debt is included in the same net position component as the unspent proceeds.
- **Restricted** - This component of net position consists of constraints placed on net position use through external constraints imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments or constraints imposed by law through constitutional provisions or enabling legislation.
- **Unrestricted net position** - This component of net position consists of net position that does not meet the definition of "net investment in capital assets" or "restricted".

When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first, then unrestricted resources as they are needed.

F. Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures during the reported period. Actual results could differ from those estimates.

G. New GASB Pronouncement

During the 2013-14 fiscal year, the following GASB Pronouncement became effective:

Statement No. 65, *Items Previously Reported as Assets and Liabilities (Issued 03/12)*

This Statement establishes accounting and financial reporting standards that reclassify, as deferred outflows of resources or deferred inflows of resources, certain items that were previously reported as assets and liabilities and recognizes, as outflows of resources or inflows of resources, certain items that were previously reported as assets and liabilities.

Due to the implementation of this statement, the calculation of deferred amount on refunding was revised to eliminate the inclusion of costs that should be recognized as an expense in the period incurred and eliminated debt issuance costs which should be recognized as an expense in the period incurred. Accounting changes adopted to conform to the provisions of this statement should be applied retroactively. The result of the implementation of this standard was to decrease the net position at July 1, 2013 by \$1,676,768, which is the amount of unamortized debt issuance costs at July 1, 2013.

OXNARD SCHOOL DISTRICT
Notes to Financial Statements
 June 30, 2014

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (continued)

G. New GASB Pronouncement (continued)

Statement No. 65 (continued)

Concepts Statement No. 4, *Elements of Financial Statements*, introduced and defined the elements included in financial statements, including deferred outflows of resources and deferred inflows of resources. In addition, Concepts Statement 4 provides that reporting a deferred outflow of resources or a deferred inflow of resources should be limited to those instances identified by the Board in authoritative pronouncements that are established after applicable due process.

This Statement also provides other financial reporting guidance related to the impact of the financial statement elements deferred outflows of resources and deferred inflows of resources, such as changes in the determination of the major fund calculations and limiting the use of the term *deferred* in financial statement presentations.

NOTE 2 – CASH

Cash at June 30, 2014 is reported at fair value and consisted of the following:

| | <u>Governmental Activities/ Funds</u> | <u>Fiduciary Funds</u> |
|---------------------------|---|----------------------------|
| Pooled Funds: | | |
| Cash in county treasury | \$ 66,745,905 | \$ 3,546,897 |
| Total Pooled Funds | <u>66,745,905</u> | <u>3,546,897</u> |
| Deposits: | | |
| Cash on hand and in banks | - | 141,619 |
| Cash in revolving funds | 20,106 | - |
| Total Deposits | <u>20,106</u> | <u>141,619</u> |
| Total Cash | <u>\$ 66,766,011</u> | <u>\$ 3,688,516</u> |

Pooled Funds

In accordance with Education Code Section 41001, the District maintains substantially all of its cash in the County Treasury. The County pools and invests the cash. These pooled funds are carried at cost which approximates fair value. Interest earned is deposited annually to participating funds. Any investment losses are proportionately shared by all funds in the pool.

Because the District's deposits are maintained in a recognized pooled investment fund under the care of a third party and the District's share of the pool does not consist of specific, identifiable investment securities owned by the District, no disclosure of the individual deposits and investments or related custodial credit risk classifications is required.

In accordance with applicable state laws, the County Treasurer may invest in derivative securities with the State of California. However, at June 30, 2014, the County Treasurer has represented that the Pooled Investment Fund contained no derivatives or other investments with similar risk profiles.

OXNARD SCHOOL DISTRICT
Notes to Financial Statements
June 30, 2014

NOTE 2 – CASH (continued)

Custodial Credit Risk – Deposits

Custodial credit risk is the risk that in the event of a bank failure, the District’s deposits may not be returned to it. The District does not have a policy for custodial credit risk for deposits. Cash balances held in banks are insured up to \$250,000 by the Federal Depository Insurance Corporation (FDIC) and are collateralized by the respective financial institutions. In addition, the California Government Code requires that a financial institution secure deposits made by State or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under State law (unless so waived by the governmental unit). The market value of the pledged securities in the collateral pool must equal at least 110 percent of the total amount deposited by the public agencies. California law also allows financial institutions to secure public deposits by pledging first trust deed mortgage notes having a value of 150 percent of the secured public deposits and letters of credit issued by the Federal Home Loan Bank of San Francisco having a value of 105 percent of the secured deposits. As of June 30, 2014, none of the District’s bank balance was exposed to custodial credit risk because it was insured by the FDIC.

NOTE 3 – ACCOUNTS RECEIVABLE

Accounts receivable as of June 30, 2014 consisted of the following:

| | General Fund | Cafeteria Fund | Building Fund | Bond Interest and Redemption Fund | Non-Major Governmental Funds | Total Governmental Funds | Retiree Benefits Fund |
|--------------------------|---------------------|---------------------|------------------|---|------------------------------------|--------------------------------|-----------------------------|
| Federal Government: | | | | | | | |
| Categorical aid programs | \$ 2,545,688 | \$ 1,438,202 | \$ - | \$ - | | \$ 3,983,890 | \$ - |
| State Government: | | | | | | | |
| LCFF Sources | 15,115,736 | - | - | - | | 15,115,736 | - |
| Lottery | 1,289,862 | - | - | - | | 1,289,862 | - |
| Categorical aid programs | 2,339,658 | - | - | - | | 2,339,658 | - |
| Local: | | | | | | | |
| Interest | 15,908 | 1,832 | 28,207 | 7,677 | 15,459 | 69,083 | 3,422 |
| Miscellaneous | 944,753 | 81,766 | - | - | 59,199 | 1,085,718 | - |
| Total | \$22,251,605 | \$ 1,521,800 | \$ 28,207 | \$ 7,677 | \$ 74,658 | \$23,883,947 | \$ 3,422 |

OXNARD SCHOOL DISTRICT
Notes to Financial Statements
 June 30, 2014

NOTE 4 – INTERFUND ACTIVITIES

A. Balances Due To/From Other Funds

Balances due/to other funds at June 30, 2014 consisted of the following:

| | Due From Other Funds | | | | | Total |
|------------------------------|----------------------|------------------|------------------------------|--------------------------|---------------------|---------------------|
| | General Fund | Cafeteria Fund | Non-Major Governmental Funds | Total Governmental Funds | Fiduciary Funds | |
| General Fund | \$ - | \$ 33,501 | \$ 7,792 | \$ 41,293 | \$ 3,784,919 | \$ 3,826,212 |
| Cafeteria Fund | 2,136,080 | - | - | 2,136,080 | - | 2,136,080 |
| Non-Major Governmental Funds | 57,314 | - | - | 57,314 | - | 57,314 |
| Total | \$ 2,193,394 | \$ 33,501 | \$ 7,792 | \$ 2,234,687 | \$ 3,784,919 | \$ 6,019,606 |

| | |
|--|---------------------|
| Due from the Capital Facilities Fund to the General Fund for the 3% administrative fee for the County's redevelopment of RDA | \$ 8,600 |
| Due from the Cafeteria Fund to the General Fund for outstanding loan, utilities, insurance, salaries and indirect costs | 2,136,080 |
| Due from the Child Development Fund to the General Fund for indirect costs | 48,714 |
| Due from the General Fund to the Cafeteria Fund for adjustments to indirect cost, payables (obj 9510) and payroll correction | 33,501 |
| Due from the General Fund to the Retiree Benefits Fund for retiree benefit transfer | 3,784,919 |
| Due from the General Fund to the Child Development Fund for adjustment to payables (obj 9510) | 7,792 |
| | <u>\$ 6,019,606</u> |

B. Transfers To/From Other Funds

Transfers to/from other funds during the year ended June 30, 2014 consisted of the following:

| | |
|--|-------------------|
| General Fund to the Child Nutrition Fund for cash contribution | <u>\$ 166,248</u> |
|--|-------------------|

OXNARD SCHOOL DISTRICT
Notes to Financial Statements
June 30, 2014

NOTE 5 – FUND BALANCES

Minimum Fund Balance Policy

The District has adopted a formal minimum fund balance policy, as recommended by GASB Statement No. 54; the District follows the guidelines recommended in the Criteria and Standards of Assembly Bill (AB) 1200, which recommend a Reserve for Economic Uncertainties consisting of unassigned amounts equal to no less than three percent of total General Fund expenditures and other financing uses.

When an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available, the District considers restricted funds to have been spent first. When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the District considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds, as needed unless the governing board has provided otherwise in its commitment or assignment actions.

At June 30, 2014, fund balances of the District’s governmental funds were classified as follows:

| | General Fund | Cafeteria Fund | Building Fund | Bond Interest and Redemption Fund | Non-Major Governmental Funds | Total |
|-------------------------------------|----------------------|------------------|----------------------|-----------------------------------|------------------------------|----------------------|
| Nonspendable: | | | | | | |
| Revolving cash | \$ 20,000 | \$ 106 | \$ - | \$ - | \$ - | \$ 20,106 |
| Stores inventories | 105,779 | 50,786 | - | - | - | 156,565 |
| Prepaid expenditures | 42,127 | - | - | - | - | 42,127 |
| Total Nonspendable | 167,906 | 50,892 | - | - | - | 218,798 |
| Restricted: | | | | | | |
| Categorical programs | 4,771,307 | - | - | - | 47,362 | 4,818,669 |
| Food service | - | 9,896 | - | - | - | 9,896 |
| Capital projects | - | - | 32,338,598 | - | 17,102,227 | 49,440,825 |
| Debt service | - | - | - | 10,542,142 | - | 10,542,142 |
| Total Restricted | 4,771,307 | 9,896 | 32,338,598 | 10,542,142 | 17,149,589 | 64,811,532 |
| Assigned: | | | | | | |
| Deferred maintenance program | 102 | - | - | - | - | 102 |
| Common core instructional materials | 2,000,000 | - | - | - | - | 2,000,000 |
| Annual bus replacement reserve | 50,000 | - | - | - | - | 50,000 |
| STRS increase | 850,000 | - | - | - | - | 850,000 |
| Classified professional development | 100,000 | - | - | - | - | 100,000 |
| OPIE equipment reserve | 9,000 | - | - | - | - | 9,000 |
| Other assignments | 7,860,873 | - | - | - | - | 7,860,873 |
| Total Assigned | 10,869,975 | - | - | - | - | 10,869,975 |
| Unassigned: | | | | | | |
| Reserve for economic uncertainties | 4,156,172 | - | - | - | - | 4,156,172 |
| Remaining unassigned balances | 806,626 | - | - | - | - | 806,626 |
| Total Unassigned | 4,962,798 | - | - | - | - | 4,962,798 |
| Total | \$ 20,771,986 | \$ 60,788 | \$ 32,338,598 | \$ 10,542,142 | \$ 17,149,589 | \$ 80,863,103 |

OXNARD SCHOOL DISTRICT
Notes to Financial Statements
June 30, 2014

NOTE 6 – CAPITAL ASSETS AND DEPRECIATION

Capital asset activity for the year ended June 30, 2014 was as follows:

| | Original Balance, July 1, 2013 | Adjustments for Restatements | Restated Balance, July 1, 2013 | Additions | Retirements | Balance, June 30, 2014 |
|---|--------------------------------------|------------------------------------|--------------------------------------|--------------|--------------|---------------------------|
| Capital assets not being depreciated: | | | | | | |
| Land | \$ 27,138,791 | \$ - | \$ 27,138,791 | \$ - | \$ - | \$ 27,138,791 |
| Construction in progress | 17,148,470 | - | 17,148,470 | 10,331,559 | 1,442,941 | 26,037,088 |
| Total capital assets not being depreciated | 44,287,261 | - | 44,287,261 | 10,331,559 | 1,442,941 | 53,175,879 |
| Capital assets being depreciated: | | | | | | |
| Improvement of sites | 21,346,601 | (608,291) | 20,738,310 | 2,412,967 | - | 23,151,277 |
| Buildings | 200,928,700 | (208,295) | 200,720,405 | 51,500 | - | 200,771,905 |
| Equipment | 7,724,180 | (6,370) | 7,717,810 | 390,065 | 192,962 | 7,914,913 |
| Total capital assets being depreciated | 229,999,481 | (822,956) | 229,176,525 | 2,854,532 | 192,962 | 231,838,095 |
| Accumulated depreciation for: | | | | | | |
| Improvement of sites | (9,596,757) | 1,851,751 | (7,745,006) | (812,789) | - | (8,557,795) |
| Buildings | (39,473,999) | 13,354,066 | (26,119,933) | (3,388,069) | - | (29,508,002) |
| Equipment | (3,969,328) | 404,829 | (3,564,499) | (545,893) | (192,962) | (3,917,430) |
| Total accumulated depreciation | (53,040,084) | 15,610,646 | (37,429,438) | (4,746,751) | (192,962) | (41,983,227) |
| Total capital assets being depreciated, net | 176,959,397 | 14,787,690 | 191,747,087 | (1,892,219) | - | 189,854,868 |
| Governmental activity capital assets, net | \$ 221,246,658 | \$ 14,787,690 | \$ 236,034,348 | \$ 8,439,340 | \$ 1,442,941 | \$ 243,030,747 |

Depreciation expense is allocated to the following functions in the statement of activities:

| | |
|--|--------------|
| Instruction | \$ 2,610,188 |
| Instructional Supervision and Administration | 95,354 |
| Instructional Library, Media and Technology | 47,153 |
| School Site Administration | 237,861 |
| Home-to-School Transportation | 47,153 |
| Food Services | 189,661 |
| All Other Pupil Services | 95,354 |
| Community Services | 47,153 |
| All Other General Administration | 142,508 |
| Centralized Data Processing | 47,153 |
| Plant Services | 1,187,213 |
| Total | \$ 4,746,751 |

OXNARD SCHOOL DISTRICT
Notes to Financial Statements
June 30, 2014

NOTE 7 – GENERAL LONG-TERM DEBT

Changes in long-term debt for the year ended June 30, 2014 were as follows:

| | Balance, July 1, 2013 | Additions | Deductions | Balance, June 30, 2014 | Amount Due Within One Year |
|-------------------------------|--------------------------|---------------|---------------|---------------------------|-------------------------------|
| General Obligation Bonds: | | | | | |
| Principal repayments | \$ 152,703,139 | \$ 11,835,000 | \$ 17,145,000 | \$ 147,393,139 | \$ 5,739,019 |
| Accreted interest component | 5,497,371 | 804,273 | - | 6,301,644 | 160,000 |
| Unamortized issuance premium | 2,681,844 | 1,633,973 | 169,407 | 4,146,410 | 286,121 |
| Unamortized issuance discount | (41,675) | - | (2,084) | (39,591) | (2,083) |
| Total - Bonds | 160,840,679 | 14,273,246 | 17,312,323 | 157,801,602 | 6,183,057 |
| Certificates of Participation | 4,845,100 | - | 244,300 | 4,600,800 | 258,900 |
| Energy Retrofit Agreement | 4,797,640 | - | 138,772 | 4,658,868 | 201,838 |
| Compensated Absences | 1,017,510 | 133,689 | - | 1,151,199 | - |
| Other Postemployment Benefits | 11,857,947 | 2,694,044 | - | 14,551,991 | - |
| Totals | \$ 183,358,876 | \$ 17,100,979 | \$ 17,695,395 | \$ 182,764,460 | \$ 6,643,795 |

Payments for general obligation bonds are made by the Bond Interest and Redemption Fund. Certificates of participation payments are made by Capital Facilities Funds. Accumulated vacation will be paid for by the fund for which the employee worked.

A. General Obligation Bonds

2006 General Obligation Bonds - Measure M6

On November 7, 2006, the District received authorization to issue \$64 million in general obligation bonds. The Bonds were authorized in order to replace portable classrooms and relieve student overcrowding by building and equipping new classrooms and educational facilities.

General Obligation Bonds- Measure R

Bonds were authorized at an election of the registered voters of the District held on November 6, 2012 at which more than 55 percent of the voters authorized the issuance and sale of general obligation bonds not to exceed \$90 million. The bonds are general obligations of the District. The County is obligated to levy ad valorem taxes upon all property within the District for the payment of interest and principal of the bonds. The bonds will be issued to finance the acquisition, construction, and modernization of school facilities and to pay costs of the issuance of the bonds.

2014 General Obligation Refunding Bonds

On June 19, 2014 the District issued \$11,835,000 of General Obligation Refunding Bonds. The bonds consist of serial bonds bearing fixed rates ranging from 4.0 to 5.0 percent with annual maturities from August 2014 through August 2027. The net proceeds of \$13,259,044 (after issuance costs of \$209,929 and issue premium of \$1,633,973) were used to refund a portion of the District's outstanding General Obligation Bonds, 2006 Series A.

The net proceeds were used to purchase U.S. government securities. Those securities were deposited into an irrevocable trust with an escrow agent to provide for future debt service payments on the refunded bonds. As a result, the refunded bonds are considered to be defeased, and the related liability for the bonds has been removed from the District's liabilities.

OXNARD SCHOOL DISTRICT
Notes to Financial Statements
 June 30, 2014

NOTE 7 – GENERAL LONG-TERM DEBT (continued)

A. General Obligation Bonds (continued)

2014 General Obligation Refunding Bonds (continued)

Amounts paid to the refunded bond escrow agent in excess of the outstanding debt at the time of payment are recorded as deferred amounts on refunding on the statement of net position and are amortized to interest expense over the life of the liability. As of June 30, 2014 deferred amounts on refunding of \$784,044 remain to be amortized, and the principal balance of \$12,475,000 was outstanding on the defeased debt.

The refunding decreased the District's total debt service payments by \$825,263. The transaction resulted in an economic gain (difference between the present value of the debt service on the old and the new bonds of \$698,660.

A summary of the District's outstanding general obligation bonds is below:

| Bond | Interest Rate | Date of Issue | Maturity Date | Amount of Original Issue | Outstanding, July 1, 2013 | Additions | Redeemed During Year | Refunded During Year | Outstanding, June 30, 2014 |
|---------------------------|---------------|---------------|---------------|--------------------------|---------------------------|----------------------|----------------------|----------------------|----------------------------|
| Measure M6 (2006) | | | | | | | | | |
| Series A | 3.8% to 6.75% | 2/22/2007 | 8/1/2036 | \$ 32,000,000 | \$ 29,465,000 | - | \$ 705,000 | \$ 12,475,000 | \$ 16,285,000 |
| Series B | 3.0% to 5.74% | 7/11/2008 | 7/1/2033 | 31,997,467 | 30,567,467 | - | 785,000 | - | 29,782,467 |
| Measure R (2012) | | | | | | | | | |
| Series A | 2.0% to 5.0% | 12/27/2012 | 8/1/2043 | 18,390,000 | 18,390,000 | - | - | - | 18,390,000 |
| Series B | 3.375%-5.0% | 5/30/2013 | 8/1/2043 | 25,500,000 | 25,500,000 | - | - | - | 25,500,000 |
| Refunding Issues | | | | | | | | | |
| 1997 Ref. | 3.5% to 7.8% | 3/7/1997 | 8/1/2019 | 19,890,672 | 4,000,672 | - | 1,500,000 | - | 2,500,672 |
| 2001 Ref., Ser. A | 3.9% to 5.75% | 8/15/2001 | 8/1/2030 | 20,920,000 | 15,285,000 | - | 615,000 | - | 14,670,000 |
| 2010 Ref. | 2.0% to 5.0% | 3/7/2011 | 8/1/2023 | 10,750,000 | 10,315,000 | - | 560,000 | - | 9,755,000 |
| 2011 Ref. | 2.0% to 5.0% | 7/14/2011 | 8/1/2027 | 7,275,000 | 6,940,000 | - | 365,000 | - | 6,575,000 |
| 2012 Ref. | 2.0% to 5.0% | 7/2/2012 | 8/1/2033 | 12,240,000 | 12,240,000 | - | 140,000 | - | 12,100,000 |
| 2014 Ref. | 4.0% to 5.0% | 6/19/2014 | 8/1/2027 | 11,835,000 | - | 11,835,000 | - | - | 11,835,000 |
| | | | | | <u>\$ 152,703,139</u> | <u>\$ 11,835,000</u> | <u>\$ 4,670,000</u> | <u>\$ 12,475,000</u> | <u>\$ 147,393,139</u> |
| Accreted Interest: | | | | | | | | | |
| | | | | | \$ 3,405,528 | \$ 270,816 | \$ - | \$ - | \$ 3,676,344 |
| | | | | | 2,091,843 | 533,457 | - | - | 2,625,300 |
| | | | | | <u>\$ 5,497,371</u> | <u>\$ 804,273</u> | <u>\$ -</u> | <u>\$ -</u> | <u>\$ 6,301,644</u> |

The annual requirements to amortize general obligation bonds outstanding as of June 30, 2014 are as follows:

| Fiscal Year | Principal | Interest | Total |
|-------------|-----------------------|-----------------------|-----------------------|
| 2014-15 | \$ 5,739,019 | \$ 5,899,494 | \$ 11,638,513 |
| 2015-16 | 4,470,362 | 7,043,934 | 11,514,296 |
| 2016-17 | 4,409,970 | 6,914,095 | 11,324,065 |
| 2017-18 | 4,376,641 | 5,721,643 | 10,098,284 |
| 2018-19 | 4,452,107 | 5,538,428 | 9,990,535 |
| 2019-24 | 27,482,573 | 23,043,660 | 50,526,233 |
| 2024-29 | 33,760,225 | 19,645,116 | 53,405,341 |
| 2029-34 | 27,047,242 | 22,970,708 | 50,017,950 |
| 2034-39 | 18,180,000 | 5,408,447 | 23,588,447 |
| 2039-44 | 17,475,000 | 1,922,650 | 19,397,650 |
| Total | <u>\$ 147,393,139</u> | <u>\$ 104,108,175</u> | <u>\$ 251,501,314</u> |

OXNARD SCHOOL DISTRICT
Notes to Financial Statements
June 30, 2014

NOTE 7 – GENERAL LONG-TERM DEBT (continued)

B. 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 certificates were sold bearing stated interest rate of 4.75 percent maturing between August 1, 2011 and August 1, 2026. At June 30, 2014, the principal balance outstanding was \$4,600,800.

The annual requirements to amortize all outstanding certificates are as follows:

| Fiscal Year | Principal | Interest | Total |
|----------------|---------------------|---------------------|---------------------|
| 2014-15 | \$ 258,900 | \$ 212,389 | \$ 471,289 |
| 2015-16 | 268,300 | 199,868 | 468,168 |
| 2016-17 | 282,600 | 186,784 | 469,384 |
| 2017-18 | 301,600 | 172,910 | 474,510 |
| 2018-19 | 315,400 | 158,256 | 473,656 |
| 2019-24 | 1,829,300 | 545,530 | 2,374,830 |
| 2024-27 | 1,344,700 | 97,829 | 1,442,529 |
| Total | <u>\$ 4,600,800</u> | <u>\$ 1,573,566</u> | <u>\$ 6,174,366</u> |

C. 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.

Annual payments on the lease agreement are shown below:

| Fiscal Year | Principal | Interest | Total |
|----------------|---------------------|---------------------|---------------------|
| 2014-15 | \$ 201,838 | \$ 137,342 | \$ 339,180 |
| 2015-16 | 225,195 | 131,154 | 356,349 |
| 2016-17 | 268,144 | 124,126 | 392,270 |
| 2017-18 | 295,021 | 115,936 | 410,957 |
| 2018-19 | 292,131 | 107,166 | 399,297 |
| 2019-24 | 1,675,079 | 395,750 | 2,070,829 |
| 2024-28 | 1,701,460 | 117,770 | 1,819,230 |
| | <u>\$ 4,658,868</u> | <u>\$ 1,129,244</u> | <u>\$ 5,788,112</u> |

OXNARD SCHOOL DISTRICT
Notes to Financial Statements
June 30, 2014

NOTE 8 – JOINT VENTURES

The Oxnard School District participates in two joint powers agreement (JPA) entities, the Ventura County Schools Self-Funding Authority (VCSSFA) and the Ventura County Fast Action School Transit Authority (VCFASTA). The relationship between the Oxnard School District and the JPAs is such that the JPAs are not component units of the District for financial reporting purposes.

The VCSSFA provides workers compensation, property and liability coverage for its member school districts through a varying combination of self-insurance and excess coverage. The VCFASTA was established July 1, 1995 for the purpose of providing a county-wide distribution system for carrying documents and materials to and from the Ventura County Office of Education and participating public agencies. The JPAs are governed by a board consisting of a representative from each member district. The governing board controls the operations of its JPA independent of any influence by the member districts beyond their representation on the governing board. Each member district pays a premium commensurate with the level of coverage requested and shares surpluses and deficits proportionately to its participation in the JPA.

Condensed audited financial information for the fiscal year ended June 30, 2013 is as follows:

| | <u>Ventura County Schools Self-Funding Authority</u> | <u>Ventura County Fast Action School Transit Authority</u> |
|----------------------|--|--|
| Assets | \$ 91,775,904 | \$ 32,349 |
| Liabilities | <u>53,062,419</u> | <u>22,326</u> |
| Net Assets | <u>\$ 38,713,485</u> | <u>\$ 10,023</u> |
| Revenues | \$ 22,649,916 | \$ 112,705 |
| Expenses | <u>18,064,019</u> | <u>105,698</u> |
| Operating Income | 4,585,897 | 7,007 |
| Non-Operating Income | <u>409,174</u> | <u>297</u> |
| Change in Net Assets | <u>\$ 4,995,071</u> | <u>\$ 7,304</u> |

NOTE 9 – RISK MANAGEMENT

Property and Liability and Workers' Compensation

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees and natural disasters. During fiscal year ending June 30, 2014, the District participated in the Ventura County Schools Self-Funding Authority public entity risk pool for property and liability insurance coverage and workers' compensation coverage. Settled claims have not exceeded this commercial coverage in any of the past three years. There has not been a significant reduction in coverage from the prior year.

Workers' Compensation

For fiscal year 2013-14, the District participated in the Ventura County Schools Self-Funding Authority public entity risk pool for workers' compensation, with excess coverage provided by the SCRMA public entity risk pool. The District maintains a \$100,000 Self-Insured Retention (SIR) amount.

Employee Medical Benefits

The District has contracted with Gold Coast Benefits Trust to provide employee health and welfare benefits.

NOTE 10 – COMMITMENTS AND CONTINGENCIES

A. State and Federal Allowances, Awards, and Grants

The District has received state and federal funds for specific purposes that are subject to review and audit by the grantor agencies. Although such audits could generate expenditure disallowances under terms of the grants, it is believed that any required reimbursement will not be material.

B. Litigation

The District is involved in certain legal matters that arose out of the normal course of business. The District has not accrued a liability for any potential litigation against it because it does not meet the criteria to be considered a liability at June 30, 2014.

C. Construction Commitments

At June 30, 2014, the District had commitments with respect to unfinished capital projects of approximately \$5.5 million to be paid from bond proceeds and developer fees.

NOTE 11 – EMPLOYEE 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).

Public Employees' Retirement System (PERS)

Plan Description

The District contributes to the School Employer Pool under the California Public Employees' Retirement System (CalPERS), a cost-sharing multiple-employer public employee retirement system defined benefit pension plan administered by CalPERS. The plan provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Benefit provisions are established by state statutes, as legislatively amended, within the Public Employees' Retirement Law.

OXNARD SCHOOL DISTRICT
Notes to Financial Statements
June 30, 2014

NOTE 11 – EMPLOYEE RETIREMENT SYSTEMS (continued)

Public Employees’ Retirement System (PERS) (continued)

Plan Description (continued)

CalPERS issues a separate comprehensive annual financial report that includes financial statements and required supplementary information. Copies of the comprehensive annual financial report may be obtained from the CalPERS Executive Office, 400 Q Street, Sacramento, California 95811.

Funding Policy

Active plan members are required to contribute 7.0% of their salary and 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 CalPERS Board of Administration. The required employer contribution for fiscal year 2013-14 was 11.442%. The contribution requirements of the plan members are established by State statute. The District’s contributions to CalPERS for the last three fiscal years were as follows:

| | Contribution | Percent of Required Contribution |
|---------|--------------|-------------------------------------|
| 2013-14 | \$ 2,702,232 | 100% |
| 2012-13 | \$ 2,473,244 | 100% |
| 2011-12 | \$ 2,303,171 | 100% |

State Teachers’ Retirement System (STRS)

Plan Description

The District contributes to the California State Teachers’ Retirement System (CalSTRS), a cost-sharing multiple-employer public employee retirement system defined benefit pension plan administered by CalSTRS. The plan provides retirement, disability and survivor benefits to beneficiaries. Benefit provisions are established by state statutes, as legislatively amended, within the State Teachers’ Retirement Law. CalSTRS issues a separate comprehensive annual financial report that includes financial statements and required supplementary information. Copies of the comprehensive annual financial report may be obtained from CalSTRS, 100 Waterfront Place, West Sacramento, California 95605, or at www.calstrs.com.

Funding Policy

Active plan members are required to contribute 8.0% of their salary. The required employer contribution rate for fiscal year 2013-14 was 8.25% of annual payroll. The contribution requirements of the plan members are established by State statute. The District’s contributions to STRS for the last three fiscal years were as follows:

| | Contribution | Percent of Required Contribution |
|---------|--------------|-------------------------------------|
| 2013-14 | \$ 5,202,433 | 100% |
| 2012-13 | \$ 4,813,495 | 100% |
| 2011-12 | \$ 4,827,110 | 100% |

On-Behalf Payments

The District was the recipient of on-behalf payments made by the State of California to STRS for K-12 education. These payments consist of state General Fund contributions of approximately \$2.7 million to STRS (4.267% of salaries subject to STRS in 2013-14).

OXNARD SCHOOL DISTRICT
Notes to Financial Statements
June 30, 2014

NOTE 12 – OTHER POSTEMPLOYMENT BENEFITS

Oxnard School District administers a single-employer defined benefit other postemployment benefit (OPEB) plan that provides medical, dental and vision insurance benefits to eligible retirees. The District implemented Governmental Accounting Standards Board Statement #45, *Accounting and Financial Reporting by Employers for Postemployment Benefit Plans Other Than Pension Plans*, in 2008-09.

Plan Descriptions and Contribution Information

Membership in the plan consisted of the following:

| | |
|--|-------|
| Retirees and beneficiaries receiving benefits* | 280 |
| Active plan members* | 1,233 |
| Total | 1,513 |

* As of August 1, 2013 actuarial valuation

The District's current retiree benefit plan is described below:

| | OEA | CSEA | Management | OSSA |
|-------------------------|-------------------------------|--|-------------------------------|-------------------------------|
| Benefit types provided | Medical, dental and vision | Medical, dental and vision | Medical, dental and vision | Medical, dental and vision |
| Duration of benefits | To age 69 | To age 65 ¹ | To age 69 | To age 65 ¹ |
| Required service | 8 years ² | 15 years ³ | 8 years ² | 8 years ² |
| Minimum age | 55 | 55 | 55 | 55 |
| Dependent coverage | No ⁴ | Yes | Yes | No ⁴ |
| District contribution % | 100% | 100% | 100% | 100% |
| District cap | None | Premium rate at retirement ⁵ | None | None |

¹ To age 69 if hired before 8/1/05 for CSEA and 7/1/06 for OSSA.

² This is the requirement for Oxnard School District. Also requires 15 years in California Public Schools.

³ For those hired before 8/1/05, 8 years with OSD and 15 years in California Public Schools.

⁴ Contract language allows "employee-only" premium. District currently pays a composite rate that includes dependents.

⁵ Affects CSEA members who were employed on or after 8/1/05.

Annual OPEB Cost and Net OPEB Obligation

The District's annual OPEB cost is calculated based on the Annual Required Contribution (ARC), an amount actuarially determined in accordance with the parameters of GASB Statement 45. 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 liabilities (or funding excess) over a period not to exceed thirty years.

OXNARD SCHOOL DISTRICT
Notes to Financial Statements
June 30, 2014

NOTE 12 – OTHER POSTEMPLOYMENT BENEFITS (continued)

The following table shows the components of the District’s annual OPEB cost for the year, the amount actually contributed to the plan, and changes in the District’s net OPEB obligation:

| | |
|--|----------------------|
| 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 | 6,478,963 |
| Contributions made | <u>(3,784,919)</u> |
| Increase in net OPEB obligation | 2,694,044 |
| Net OPEB obligation – July 1, 2013 | <u>11,857,947</u> |
| Net OPEB obligation – June 30, 2014 | <u>\$ 14,551,991</u> |

The District’s annual OPEB cost, the percentage of annual OPEB cost contributed to the plan, and the net OPEB obligation for 2013-14 and the preceding two years are as follows:

| Year Ended June 30, | Annual OPEB Cost | Percentage Contributed | Net OPEB Obligation |
|------------------------|---------------------|---------------------------|---------------------------|
| 2012 | \$ 5,816,635 | 62.88% | \$ 9,046,895 |
| 2013 | \$ 6,463,002 | 56.51% | \$ 11,857,947 |
| 2014 | \$ 6,478,963 | 58.42% | \$ 14,551,991 |

Funded Status and Funding Progress – OPEB Plans

As of August 1, 2013, the District had plan assets of \$7,689,734. The actuarial accrued liability (AAL) for benefits was \$64.1 million and the unfunded actuarial accrued liability (UAAL) was \$56.4 million.

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, mortality, and the healthcare cost trend. Actuarially determined amounts are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. The schedules of funding progress present multiyear trend information about whether the actuarial values of plan assets are increasing or decreasing over time relative to the actuarial accrued liabilities for benefits.

Actuarial Methods and Assumptions

Projections of benefits for financial reporting purposes are based on the substantive plan (the plan as understood by the employer and plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the employer and plan members to that point. The actuarial methods and assumptions used include techniques that are designated 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, entry age normal method was used. The actuarial assumptions included a 4.75 percent 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 four percent. The UAAL is being amortized at a level dollar method. The remaining amortization period at June 30, 2014, was 30 years.

OXNARD SCHOOL DISTRICT
Notes to Financial Statements
June 30, 2014

NOTE 13 – TAX REVENUE ANTICIPATION NOTES

On March 15, 2013, the District issued \$12,000,000 of Tax Revenue Anticipation Notes. The notes matured on October 31, 2013 and carried a stated interest rate of 1.0% per annum. The notes were sold by the District to supplement its cash flow. Repayment requirements were that certain amounts were to be deposited in a special fund. The monies were required to remain on deposit until the maturity date of the note, at which time they were applied to pay the principal and interest on the notes.

NOTE 14 – FUTURE GASB PRONOUNCEMENT

The following statement issued by the Governmental Accounting Standards Board (GASB) will become effective in 2014-15 and is expected to have a significant impact on the District's financial reporting:

Statement No. 68, *Accounting and Financial Reporting for Pensions—An Amendment of GASB Statement No. 27 (Issued 06/12)*

The primary objective of this Statement is to improve accounting and financial reporting by state and local governments for pensions. It also improves information provided by state and local governmental employers about financial support for pensions that is provided by other entities. This Statement results from a comprehensive review of the effectiveness of existing standards of accounting and financial reporting for pensions with regard to providing decision-useful information, supporting assessments of accountability and interperiod equity, and creating additional transparency.

This Statement replaces the requirements of Statement No. 27, *Accounting for Pensions by State and Local Governmental Employers*, as well as the requirements of Statement No. 50, *Pension Disclosures*, as they relate to pensions that are provided through pension plans administered as trusts or equivalent arrangements (hereafter jointly referred to as trusts) that meet certain criteria.

This Statement establishes standards for measuring and recognizing liabilities, deferred outflows of resources, and deferred inflows of resources, and expense/expenditures. For defined benefit pensions, this Statement identifies the methods and assumptions that should be used to project benefit payments, discount projected benefit payments to their actuarial present value, and attribute that present value to periods of employee service.

Cost-Sharing Employers

In financial statements prepared using the economic resources measurement focus and accrual basis of accounting, a cost-sharing employer that does not have a special funding situation is required to recognize a liability for its proportionate share of the net pension liability (of all employers for benefits provided through the pension plan)—the collective net pension liability. An employer's proportion is required to be determined on a basis that is consistent with the manner in which contributions to the pension plan are determined, and consideration should be given to separate rates, if any, related to separate portions of the collective net pension liability. The use of the employer's projected long-term contribution effort as compared to the total projected long-term contribution effort of all employers as the basis for determining an employer's proportion is encouraged.

A cost-sharing employer is required to recognize pension expense and report deferred outflows of resources and deferred inflows of resources related to pensions for its proportionate shares of collective pension expense and collective deferred outflows of resources and deferred inflows of resources related to pensions.

Required Supplementary Information

(This page intentionally left blank)

OXNARD SCHOOL DISTRICT
Budgetary Comparison Schedule – General Fund
For the Fiscal Year Ended June 30, 2014

| | Budgeted Amounts | | Actual* | Variance with |
|--|-------------------------|----------------------|--------------------------|-------------------------------------|
| | Original | Final | (Budgetary Basis) | Final Budget - Pos (Neg) |
| Revenues | | | | |
| LCFF Sources | \$ 82,856,579 | \$ 110,672,527 | \$ 108,351,091 | \$ (2,321,436) |
| Federal | 9,795,290 | 11,419,818 | 10,839,213 | (580,605) |
| Other State | 26,254,141 | 14,005,334 | 13,469,896 | (535,438) |
| Other Local | 9,444,949 | 9,209,246 | 9,836,887 | 627,641 |
| Total Revenues | 128,350,959 | 145,306,925 | 142,497,087 | (2,809,838) |
| Expenditures | | | | |
| Current: | | | | |
| Certificated Salaries | 63,785,799 | 66,852,970 | 66,316,262 | 536,708 |
| Classified Salaries | 19,308,134 | 21,060,934 | 21,082,514 | (21,580) |
| Employee Benefits | 25,881,137 | 26,574,968 | 27,650,986 | (1,076,018) |
| Books and Supplies | 6,032,858 | 12,281,209 | 4,674,316 | 7,606,893 |
| Services and Other Operating Expenditures | 13,911,773 | 18,663,118 | 16,040,359 | 2,622,759 |
| Transfers of Indirect Costs | (432,693) | (514,217) | (432,549) | (81,668) |
| Capital Outlay | 294,921 | 395,190 | 1,251,958 | (856,768) |
| Intergovernmental Transfers | 1,977,724 | 2,803,625 | 2,697,493 | 106,132 |
| Total Expenditures | 130,759,653 | 148,117,797 | 139,281,339 | 8,836,458 |
| Excess (Deficiency) of Revenues Over (Under) Expenditures | <u>(2,408,694)</u> | <u>(2,810,872)</u> | <u>3,215,748</u> | <u>6,026,620</u> |
| Other Financing Sources and Uses | | | | |
| Interfund Transfers In | - | 148,141 | 170,260 | 22,119 |
| Interfund Transfers Out | (561,129) | (2,021,618) | (166,248) | 1,855,370 |
| Total Other Financing Sources and Uses | <u>(561,129)</u> | <u>(1,873,477)</u> | <u>4,012</u> | <u>1,877,489</u> |
| Excess (Deficiency) of Revenues and Other Financing Sources Over (Under) Expenditures and Other Financing Uses | (2,969,823) | (4,684,349) | 3,219,760 | 7,904,109 |
| Fund Balances, July 1, 2013 | 10,459,951 | 17,552,126 | 17,552,124 | (2) |
| Fund Balances, June 30, 2014 | <u>\$ 7,490,128</u> | <u>\$ 12,867,777</u> | <u>\$ 20,771,884</u> | <u>\$ 7,904,107</u> |

* The actual amounts reported in this schedule are for the General Fund only, and do not agree with the amounts reported on the Statement of Revenues, Expenditures, and Changes in Fund Balances because the amounts on that schedule include the financial activity of the Deferred Maintenance Fund, in accordance with the fund type definitions promulgated by GASB Statement No. 54.

OXNARD SCHOOL DISTRICT*Budgetary Comparison Schedule – Cafeteria Fund
For the Fiscal Year Ended June 30, 2014*

| | Budgeted Amounts | | Actual* (Budgetary Basis) | Variance with Final Budget - Pos (Neg) |
|--|-------------------------|-------------------|--------------------------------------|---|
| | Original | Final | | |
| Revenues | | | | |
| Federal | \$ 6,363,835 | \$ 7,098,983 | \$ 7,687,980 | \$ 588,997 |
| Other State | 509,632 | 530,420 | 512,059 | (18,361) |
| Other Local | 1,217,715 | 812,390 | 734,735 | (77,655) |
| Total Revenues | 8,091,182 | 8,441,793 | 8,934,774 | 492,981 |
| Expenditures | | | | |
| Current | | | | |
| Classified Salaries | 2,901,514 | 2,977,142 | 2,911,732 | 65,410 |
| Employee Benefits | 921,273 | 1,034,360 | 981,498 | 52,862 |
| Books and Supplies | 3,785,000 | 5,258,233 | 4,090,004 | 1,168,229 |
| Services and Other Operating Expenditures | 786,150 | 753,250 | 693,159 | 60,091 |
| Transfers of Indirect Costs | 390,602 | 466,096 | 383,896 | 82,200 |
| Capital Outlay | - | 25,300 | 30,915 | (5,615) |
| Total Expenditures | 8,784,539 | 10,514,381 | 9,091,204 | 1,423,177 |
| Excess (Deficiency) of Revenues Over (Under) Expenditures | (693,357) | (2,072,588) | (156,430) | 1,916,158 |
| Other Financing Sources and Uses | | | | |
| Interfund Transfers In | 561,129 | 2,021,618 | 166,248 | (1,855,370) |
| Total Other Financing Sources and Uses | 561,129 | 2,021,618 | 166,248 | (1,855,370) |
| Excess (Deficiency) of Revenues and Other Financing Sources Over (Under) Expenditures and Other Financing Uses | (132,228) | (50,970) | 9,818 | 60,788 |
| Fund Balances, July 1, 2013 | 138,325 | 50,970 | 50,970 | - |
| Fund Balances, June 30, 2014 | \$ 6,097 | \$ - | \$ 60,788 | \$ 60,788 |

OXNARD SCHOOL DISTRICT
Schedule of Funding Progress
For the Fiscal Year Ended June 30, 2014

| Actuarial Valuation Date | Value of Assets | Actuarial Accrued Liability (AAL) | Unfunded AAL (UAAL) | Funded Ratio | Covered Payroll | UAAL as a Percentage 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 |

OXNARD SCHOOL DISTRICT

*Notes to Required Supplementary Information
For the Fiscal Year Ended June 30, 2014*

NOTE 1 – PURPOSE OF SCHEDULES

Budgetary Comparison Schedule

This schedule is required by GASB Statement No. 34 as required supplementary information (RSI) for the General Fund and for each major special revenue fund that has a legally adopted annual budget. The budgetary comparison schedule presents both (a) the original and (b) the final appropriated budgets for the reporting period as well as (c) actual inflows, outflows, and balances, stated on the District’s budgetary basis. A separate column to report the variance between the final budget and actual amounts is also presented, although not required.

Schedule of Funding Progress

This schedule is required by GASB Statement No. 45 for all sole and agent employers that provide other postemployment benefits (OPEB). The schedule presents, for the most recent actuarial valuation and the two preceding valuations, information about the funding progress of the plan, including, for each valuation, the actuarial valuation date, the actuarial value of assets, the actuarial accrued liability, the total unfunded actuarial liability (or funding excess), the actuarial value of assets as a percentage of the actuarial accrued liability (funded ratio), the annual covered payroll, and the ratio of the total unfunded actuarial liability (or funding excess) to annual covered payroll.

NOTE 2 – EXCESS OF EXPENDITURES OVER APPROPRIATIONS

At June 30, 2014, the District incurred the following excess of expenditures over appropriations in individual major funds presented in the Budgetary Comparison Schedule:

| | |
|-----------------------------|-----------|
| General Fund: | |
| Classified Salaries | \$ 21,580 |
| Employee Benefits | 1,076,018 |
| Transfers of Indirect Costs | 81,668 |
| Capital Outlay | 856,768 |
| Cafeteria Fund: | |
| Capital Outlay | 5,615 |

Supplementary Information

(This page intentionally left blank)

OXNARD SCHOOL DISTRICT

Local Educational Agency Organization Structure

June 30, 2014

The Oxnard School District was established in 1873, and consists of an area comprising approximately 28 square miles in the southern portion of Ventura County encompassing a portion of the City of Oxnard. The District operates sixteen elementary schools, three intermediate schools, and one K-8 school. There were no boundary changes during the year.

GOVERNING BOARD

| Member | Office | Term Expires |
|----------------------------|---------------|---------------------|
| Mr. Ernest "Mo" Morrison | President | November, 2014 |
| Mrs. Veronica Robles-Solis | Clerk | November, 2014 |
| Mr. Denis O'Leary | Member | November, 2016 |
| Mr. Albert "Al" Duff, Sr. | Member | November, 2016 |
| Mrs. Ana Del Rio-Barba | Member | November, 2014 |

DISTRICT ADMINISTRATORS

Dr. Cesar Morales,
Superintendent

Dr. Catherine Kawaguchi,
Assistant Superintendent, Educational Services

Dr. Jesus Vaca,
Assistant Superintendent, Human Resources and Support Services

Ms. Lisa Cline,
Assistant Superintendent, Business and Fiscal Services

OXNARD SCHOOL DISTRICT
Schedule of Average Daily Attendance
For the Fiscal Year Ended June 30, 2014

Second Period Report - Certificate No. (8D29707C)

| Regular ADA: | TK/K-3 | Grades 4-6 | Grades 7-8 | Total |
|---|-----------------|-------------------|-------------------|------------------|
| Regular ADA | 7,750.92 | 5,226.89 | 3,317.67 | 16,295.48 |
| Extended Year Special Education | 7.03 | 3.81 | 1.58 | 12.42 |
| Special Education - Nonpublic Schools | 13.06 | 2.89 | 3.43 | 19.38 |
| Special Education - Extended Year Nonpublic Schools | 0.57 | 0.40 | - | 0.97 |
| Total ADA | 7,771.58 | 5,233.99 | 3,322.68 | 16,328.25 |
| Other (included in Regular ADA amounts): | | | | |
| Transitional Kindergarten | 84.61 | | | |

Annual Report - Certificate No. (107BA96E)

| Regular ADA: | TK/K-3 | Grades 4-6 | Grades 7-8 | Total |
|---|-----------------|-------------------|-------------------|------------------|
| Regular ADA | 7,750.22 | 5,227.18 | 3,314.51 | 16,291.91 |
| Extended Year Special Education | 7.02 | 3.81 | 1.58 | 12.41 |
| Special Education - Nonpublic Schools | 13.02 | 2.72 | 3.87 | 19.61 |
| Special Education - Extended Year Nonpublic Schools | 0.57 | 0.40 | - | 0.97 |
| Total ADA | 7,770.83 | 5,234.11 | 3,319.96 | 16,324.90 |
| Other (included in Regular ADA amounts): | | | | |
| Transitional Kindergarten | 86.28 | | | |

OXNARD SCHOOL DISTRICT
Schedule of Instructional Time
For the Fiscal Year Ended June 30, 2014

| Grade Level | 1986-87 Minutes | | 2013-14 Actual Minutes | Number of Days Traditional Calendar | Status |
|--------------|------------------------|----------|------------------------------|---|----------|
| | Previously Required | Reduced* | | | |
| Kindergarten | 36,000 | 35,000 | 36,000 | 180 | Complied |
| Grade 1 | 50,400 | 49,000 | 53,892 | 180 | Complied |
| Grade 2 | 50,400 | 49,000 | 53,892 | 180 | Complied |
| Grade 3 | 50,400 | 49,000 | 53,892 | 180 | Complied |
| Grade 4 | 54,000 | 52,500 | 54,783 | 180 | Complied |
| Grade 5 | 54,000 | 52,500 | 54,783 | 180 | Complied |
| Grade 6 | 54,000 | 52,500 | 54,783 | 180 | Complied |
| Grade 7 | 54,000 | 52,500 | 60,525 | 180 | Complied |
| Grade 8 | 54,000 | 52,500 | 60,525 | 180 | Complied |

* Amounts reduced as permitted by Education Code Section 46201.2(a).

OXNARD SCHOOL DISTRICT
Schedule of Financial Trends and Analysis
For the Fiscal Year Ended June 30, 2014

| General Fund | (Budget) 2015 ² | 2014 ³ | 2013 | 2012 |
|--|-------------------------------|-------------------|----------------|----------------|
| Revenues and other financing sources | \$ 157,478,544 | \$ 142,667,347 | \$ 132,246,351 | \$ 128,504,249 |
| Expenditures | 155,177,603 | 139,281,339 | 130,196,849 | 126,738,596 |
| Other uses and transfers out | 955,249 | 166,248 | 857,406 | 352 |
| Total outgo | 156,132,852 | 139,447,587 | 131,054,255 | 126,738,948 |
| Change in fund balance (deficit) | 1,345,692 | 3,219,760 | 1,192,096 | 1,765,301 |
| Ending fund balance | \$ 22,117,576 | \$ 20,771,884 | \$ 17,552,124 | \$ 16,360,028 |
| Available reserves ¹ | \$ 7,339,847 | \$ 4,962,798 | \$ 14,278,130 | \$ 8,673,392 |
| Available reserves as a percentage of total outgo | 4.7% | 3.6% | 10.9% | 6.8% |
| Total long-term debt | \$ 176,977,385 | \$ 182,764,460 | \$ 183,358,876 | \$ 135,257,262 |
| Average daily attendance at P-2 | 16,450 | 16,328 | 15,827 | 15,585 |

The General Fund balance has increased by \$4,411,856 over the past two years. The fiscal year 2014-15 adopted budget projects an increase of \$1,345,692. For a district of this size, the state recommends available reserves of at least 3% of total general fund expenditures, transfers out, and other uses (total outgo).

The District has not incurred an operating deficit in any of the past three years, and does not anticipate incurring an operating deficit during the 2014-15 fiscal year. Long-term debt has increased by \$47,507,198 over the past two years.

Average daily attendance has increased by 743 over the past two years. An increase of 122 ADA is anticipated during fiscal year 2014-15.

¹ Available reserves consist of all unassigned fund balances in the General Fund.

² Revised Final Budget September, 2014

³ The actual amounts reported in this schedule are for the General Fund only, and do not agree with the amounts reported on the Statement of Revenues, Expenditures, and Changes in Fund Balances because the amounts on that schedule include the financial activity of the Deferred Maintenance Fund, in accordance with the fund type definitions promulgated by GASB Statement No. 54.

OXNARD SCHOOL DISTRICT
Schedule of Expenditures of Federal Awards
For the Fiscal Year Ended June 30, 2014

| Federal Grantor/Pass-Through Grantor/Program or Cluster Title | Federal CFDA Number | Pass-Through Entity Identifying Number | Cluster Expenditures | Federal Expenditures |
|--|---------------------------|---|-------------------------|-----------------------------|
| Federal Programs: | | | | |
| U.S. Department of Agriculture: | | | | |
| Passed through California Dept. of Education (CDE): | | | | |
| School Breakfast Program - Basic | 10.553 | 13525 | \$ 11,244 | |
| School Breakfast Program - Especially Needy | 10.553 | 13526 | 993,069 | |
| National School Lunch Program | 10.555 | 13523 | 5,918,024 | |
| USDA Donated Foods | 10.555 | N/A | <u>473,760</u> | |
| Total Child Nutrition Cluster | | | | \$ 7,396,097 |
| Fresh Fruit and Vegetable Program | 10.582 | 14968 | | <u>291,884</u> |
| Total U.S. Department of Agriculture | | | | <u><u>7,687,981</u></u> |
| U.S. Department of Education: | | | | |
| Passed through California Dept. of Education (CDE): | | | | |
| No Child Left Behind (NCLB): | | | | |
| Title I, Part A, Basic Grants Low-Income and Neglected Migrant Education: | 84.010 | 14329 | | 4,108,037 |
| Title I, Part C, Migrant Ed | 84.011 | 14326 | 536,279 | |
| Title I, Migrant Ed - Summer Program | 84.011 | 10005 | 35,406 | |
| Title I, Part C, Even Start Migrant Education (MEES) | 84.011 | 14768 | <u>49,394</u> | |
| Total Title I, Part C, Migrant Education Cluster | | | | 621,079 |
| Title II, Part A, Teacher Quality Local | 84.367 | 14341 | | 957,291 |
| English Language Acquisition Grants: | | | | |
| Title III, Immigrant Education Program | 84.365 | 15146 | 51,726 | |
| Title III, Limited English Proficiency | 84.365 | 14346 | <u>767,602</u> | |
| Total English Language Acquisition Grants Cluster | | | | 819,328 |
| Individuals with Disabilities Education Act (IDEA): | | | | |
| Local Assistance Entitlement | 84.027 | 13379 | 2,563,123 | |
| IDEA Preschool Grants, Part B, Section 619 | 84.173 | 13430 | 127,289 | |
| IDEA Preschool Local Entitlement, Part B, Section 611 | 84.027A | 13682 | <u>251,256</u> | |
| Total Special Education (IDEA) Cluster | | | | 2,941,668 |
| Title X, McKinney-Vento Homeless Children Assistance Grants | 84.196 | 14332 | | 17,627 |
| Magnet Schools Assistance Program | 84.165A | Unknown | | <u>439,261</u> |
| Total U.S. Department of Education | | | | <u><u>9,904,291</u></u> |
| U.S. Department of Health & Human Services: | | | | |
| Passed through California Dept. of Education (CDE): | | | | |
| Medi-Cal Billing Option | 93.778 | 10013 | 825,993 | |
| Medi-Cal Administrative Activities (MAA) | N/A | 10060 | <u>156,611</u> | |
| Total Medicaid Cluster | | | | <u>982,604</u> |
| Total U.S. Department of Health & Human Services | | | | <u><u>982,604</u></u> |
| Total Expenditures of Federal Awards | | | | <u><u>\$ 18,574,876</u></u> |

OXNARD SCHOOL DISTRICT*Reconciliation of Annual Financial and Budget Report with Audited Financial Statements
For the Fiscal Year Ended June 30, 2014*

| | General Fund | Child Development Fund | Child Nutrition Fund |
|---|-----------------------------|-----------------------------|-----------------------------|
| | <u> </u> | <u> </u> | <u> </u> |
| June 30, 2014, annual financial and budget report fund balance | \$ 21,680,427 | \$ 46,459 | \$ - |
| Adjustments and reclassifications: | | | |
| Increase (decrease) in total fund balances: | | | |
| Accounts payable understated | (73,100) | - | - |
| Accounts payable overstated | - | 12,312 | 60,788 |
| Cash with fiscal agent overstated | <u>(835,443)</u> | <u>-</u> | <u>-</u> |
| Net adjustments and reclassifications | <u>(908,543)</u> | <u>12,312</u> | <u>60,788</u> |
| June 30, 2014, audited financial statement fund balances | 20,771,884 | 58,771 | 60,788 |
| GASB 54 adjustment to report Deferred Maintenance Fund Balance within the General Fund | <u>102</u> | <u>-</u> | <u>-</u> |
| June 30, 2014, reported financial statement fund balances | <u>\$ 20,771,986</u> | <u>\$ 58,771</u> | <u>\$ 60,788</u> |

OXNARD SCHOOL DISTRICT

Note to Supplementary Information

June 30, 2014

NOTE 1 – PURPOSE OF SCHEDULES

Schedule of Average Daily Attendance (ADA)

Average daily attendance (ADA) is a measurement of the number of pupils attending classes of the District. The purpose of attendance accounting from a fiscal standpoint is to provide the basis on which apportionments of State funds are made to school districts. This schedule provides information regarding the attendance of students at various grade levels and in different programs.

Schedule of Instructional Time

The District has participated in the Incentives for Longer Instructional Day and Longer Instructional Year. The District has not met its target funding. This schedule presents information on the amount of instructional time offered by the District and whether the District complied with the provisions of Education Code Sections 46200 through 46206.

Districts must maintain their instructional minutes at the 1986-87 requirement, as reduced by Education Code section 46201.2(a).

Schedule of Financial Trends and Analysis

This schedule discloses the District's financial trends by displaying past years' data along with current year budget information. These financial trend disclosures are used to evaluate the District's ability to continue as a going concern for a reasonable period of time.

Schedule of Expenditures of Federal Awards

The schedule of expenditures of Federal awards includes the Federal grant activity of the District and is presented on the modified accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of the United States of America Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of the financial statements.

Subrecipients

Of the Federal expenditures presented in the schedule, the District provided no Federal awards to subrecipients.

Reconciliation of Annual Financial and Budget Report with Audited Financial Statements

This schedule provides the information necessary to reconcile the fund balance of all funds reported on the Unaudited Actual financial report to the audited financial statements.

(This page intentionally left blank)

Other Independent Auditors' Reports

(This page intentionally left blank)



INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

Board of Trustees
Oxnard School District
Oxnard, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Oxnard School District as of and for the year ended June 30, 2014, and the related notes to the financial statements, which collectively comprise Oxnard School District's basic financial statements, and have issued our report thereon dated December 2, 2014.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Oxnard School District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Oxnard School District's internal control. Accordingly, we do not express an opinion on the effectiveness of the Oxnard School District's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the District's financial statements will not be prevented, or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

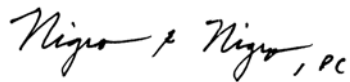
Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Oxnard School District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Murrieta, California

December 2, 2014



INDEPENDENT AUDITORS' REPORT ON STATE COMPLIANCE

Board of Trustees
Oxnard School District
Oxnard, California

Report on Compliance for State Programs

We have audited Oxnard School District's compliance with the types of compliance requirements described in the Standards and Procedures for Audits of California K-12 Local Educational Agencies 2013-14, published by the Education Audit Appeals Panel, for the year ended June 30, 2014. Oxnard School District's state programs are identified below.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its State programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of Oxnard School District's State programs based on our audit of the types of compliance requirements referred to below. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; and Standards and Procedures for Audits of California K-12 Local Educational Agencies 2013-14. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to below occurred. An audit includes examining, on a test basis, evidence about Oxnard School District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each State program. However, our audit does not provide a legal determination of Oxnard School District's compliance.

Table with 3 columns: Description, Procedures in Audit Guide, Procedures Performed. Rows include Attendance Reporting, Teacher Certification and Misassignments, Kindergarten Continuance, Independent Study, Continuation Education, Instructional Time for School Districts, Instructional Materials General Requirements, Ratios of Administrative Employees to Teachers, Classroom Teacher Salaries, and Early Retirement Incentive.

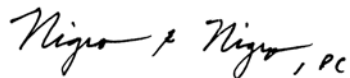
| Description | Procedures in Audit Guide | Procedures Performed |
|---|---------------------------|----------------------|
| Gann Limit Calculation | 1 | Yes |
| School Accountability Report Card | 3 | Yes |
| Juvenile Court Schools | 8 | Not applicable |
| Local Control Funding Formula Certification | 1 | Yes |
| California Clean Energy Jobs Act | 3 | No (see below) |
| After School Education and Safety Program: | | |
| General Requirements | 4 | Yes |
| After School | 5 | Yes |
| Before School | 6 | Not applicable |
| Education Protection Account Funds | 1 | Yes |
| Common Core Implementation Funds | 3 | Yes |
| Unduplicated Local Control Funding Formula Pupil Counts | 3 | Yes |
| Charter Schools: | | |
| Contemporaneous Records of Attendance | 8 | Not applicable |
| Mode of Instruction | 1 | Not applicable |
| Nonclassroom-Based Instruction/Independent Study | 15 | Not applicable |
| Determination of Funding for Nonclassroom-Based Instruction | 3 | Not applicable |
| Annual Instructional Minutes – Classroom Based | 4 | Not applicable |
| Charter School Facility Grant Program | 1 | Not applicable |

We did not perform testing for California Clean Energy Jobs Act because the District had no expenditures during the year.

Opinion on Compliance with State Programs

In our opinion, Oxnard School District complied, in all material respects, with the types of compliance requirements referred to above for the year ended June 30, 2014.

The purpose of this report on State compliance is solely to describe the scope of our testing of State compliance and the results of that testing based on the requirements of the *Standards and Procedures for Audits of California K-12 Local Educational Agencies 2013-14*. Accordingly, this report is not suitable for any other purpose.



Murrieta, California
December 2, 2014



**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR
EACH MAJOR FEDERAL PROGRAM AND ON
INTERNAL CONTROL OVER COMPLIANCE**

Board of Trustees
Oxnard School District
Oxnard, California

Report on Compliance for Each Major Federal Program

We have audited Oxnard School District's compliance with the types of compliance requirements described in the OMB Circular A-133 *Compliance Supplement* that could have a direct and material effect on each of Oxnard School District's major federal programs for the year ended June 30, 2014. Oxnard School District's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of Oxnard School District's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Oxnard School District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Oxnard School District's compliance.

Opinion on Each Major Federal Program

In our opinion, Oxnard School District complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2014.

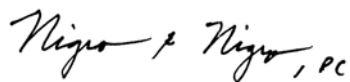
Report on Internal Control Over Compliance

Management of Oxnard School District is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Oxnard School District's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the District's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.



Murrieta, California
December 2, 2014

Findings and Questioned Costs

(This page intentionally left blank)

OXNARD SCHOOL DISTRICT

*Schedule of Audit Findings and Questioned Costs
For the Fiscal Year Ended June 30, 2014*

SECTION I - SUMMARY OF AUDITORS' RESULTS

Financial Statements

| | |
|--|-------------------|
| Type of auditors' report issued | <u>Unmodified</u> |
| Internal control over financial reporting: | |
| Material weakness(es) identified? | <u>No</u> |
| Significant deficiency(s) identified not considered to be material weaknesses? | <u>No</u> |
| Noncompliance material to financial statements noted? | <u>No</u> |

Federal Awards

| | |
|--|-------------------|
| Internal control over major programs: | |
| Material weakness(es) identified? | <u>No</u> |
| Significant deficiency(s) identified not considered to be material weaknesses? | <u>No</u> |
| Type of auditors' report issued on compliance for major programs: | <u>Unmodified</u> |
| Any audit findings disclosed that are required to be reported in accordance with Circular A-133, Section .510(a) | <u>No</u> |

Identification of major programs:

| <u>CFDA Numbers</u> | <u>Name of Federal Program or Cluster</u> |
|-----------------------|---|
| <u>84.011</u> | <u>Title I, Part C, Migrant Education Cluster</u> |
| <u>84.027, 84.173</u> | <u>Special Education Cluster (IDEA)</u> |
| <u>93.778</u> | <u>Medicaid Cluster</u> |
| <u>84.165A</u> | <u>Magnet Schools Assistance Program</u> |

| | |
|--|-------------------|
| Dollar threshold used to distinguish between Type A and Type B programs: | <u>\$ 557,246</u> |
| Auditee qualified as low-risk auditee? | <u>Yes</u> |

State Awards

| | |
|--|-------------------|
| Internal control over state programs: | |
| Material weakness(es) identified? | <u>No</u> |
| Significant deficiency(s) identified not considered to be material weaknesses? | <u>No</u> |
| Type of auditors' report issued on compliance for state programs: | <u>Unmodified</u> |

OXNARD SCHOOL DISTRICT

*Schedule of Audit Findings and Questioned Costs
For the Fiscal Year Ended June 30, 2014*

SECTION II - FINANCIAL STATEMENT FINDINGS

This section identifies the significant deficiencies, material weaknesses, and instances of noncompliance related to the financial statements that are required to be reported in accordance with *Government Auditing Standards*. Pursuant to Assembly Bill (AB) 3627, all audit findings must be identified as one or more of the following categories:

| <u>Five Digit Code</u> | <u>AB 3627 Finding Types</u> |
|------------------------|-----------------------------------|
| 10000 | Attendance |
| 20000 | Inventory of Equipment |
| 30000 | Internal Control |
| 40000 | State Compliance |
| 41000 | CalSTRS |
| 50000 | Federal Compliance |
| 60000 | Miscellaneous |
| 61000 | Classroom Teacher Salaries |
| 70000 | Instructional Materials |
| 71000 | Teacher Misassignments |
| 72000 | School Accountability Report Card |

There were no financial statement findings in 2013-14.

OXNARD SCHOOL DISTRICT

*Schedule of Audit Findings and Questioned Costs
For the Fiscal Year Ended June 30, 2014*

SECTION III - FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

This section identifies the audit findings required to be reported by Circular A-133, Section .510(a) (e.g., significant deficiencies, material weaknesses, and instances of noncompliance, including questioned costs).

There were no federal award findings or questioned costs in 2013-14.

OXNARD SCHOOL DISTRICT

*Schedule of Audit Findings and Questioned Costs
For the Fiscal Year Ended June 30, 2014*

SECTION IV - STATE AWARD FINDINGS AND QUESTIONED COSTS

This section identifies the audit findings pertaining to noncompliance with state program rules and regulations.

There were no state award findings or questioned costs in 2013-14.

OXNARD SCHOOL DISTRICT

Summary Schedule of Prior Audit Findings For the Fiscal Year Ended June 30, 2014

| Original Finding No. | Finding | Code | Recommendation | Current Status |
|--|--|-------------|---|-----------------------|
| <i>Finding 2013-1: Child Nutrition Services – POS System</i> | The District's current nutrition point of sale (POS) system (Zangle) is not capable of generating the necessary reports to ensure strong internal controls over cash receipts. Currently the system cannot calculate the amount of cash expected for deposit based on daily sales and amounts sold with funds on deposit from individual student lunch accounts. During testing, we were unable to reconcile sales summaries to cash recorded. Therefore, we are unable to determine if all of the amounts earned are being turned in and deposited intact into the bank account. Additionally, the current system is only capable of compiling daily reports. The District currently disseminates the daily data and manually enters information into numerous spreadsheets which is cumbersome and prone to human error. | 30000 | We recommend that the District contact the POS software vendor to see if the system is capable of providing daily sales reports that will indicate the amount of cash collected based on sales receipts that will take into account any amounts that were paid on student account. If the current system is not capable, then we recommend that the District consider employing a more comprehensive POS system that has stronger reporting abilities in order to strengthen internal controls over cash receipts in this area. | Implemented. |
| <i>Finding 2013-2: Cafeteria Fund Losses</i> | The District's Cafeteria Fund operated at a loss of more than \$1.3 million during the fiscal year. Even with an interfund transfer cash loan from the General Fund of more than \$650,000, the Cafeteria Fund ended the year with a fund balance of only \$50,970. Furthermore, the Cafeteria Fund owes the General Fund more than \$1.9 million for previous years' loans. Until the Cafeteria Fund can begin to operate at a profit, it will continue to encroach on the General Fund. | 60000 | The District should analyze the operations of the Child Nutrition program to ensure that it is operating as efficiently as possible. In light of recent frauds that have occurred in other school districts in Cafeteria programs, and considering the issue described in Finding 2013-1, the District should immediately determine what can be done to improve the Fund's profitability and prevent it from continuing to encroach on the General Fund. | Implemented. |

(This page intentionally left blank)



To the Board of Trustees
Oxnard School District
Oxnard, California

In planning and performing our audit of the basic financial statements of Oxnard School District for the year ending June 30, 2014, we considered its internal control structure in order to determine our auditing procedures for the purpose of expressing our opinion on the basic financial statements and not to provide assurance on the internal control structure.

However, during our audit we noted matters that are an opportunity for strengthening internal controls and operating efficiency. The following items represent conditions noted by our audit that we consider important enough to bring to your attention. This letter does not affect our report dated December 2, 2014, on the financial statements of Oxnard School District.

DISTRICT OFFICE

Observation: When certain receipts for rebates or unexpected payments are received by the District through the mail, they are sent to an accounting technician who has access to recording transactions on the accounting system. This creates a lack of segregation of duties over cash receipts.

Recommendation: It is recommended that the District segregate duties so that one person who does not have access to the accounting system opens the mail and makes a duplicate listing of all cash and checks received. The funds and one copy of the listing should be given to a second individual to process the deposit to the bank and record the deposits in the general ledger. Bank statements should be reconciled (or at least reviewed) by a separate employee. If this level of separation cannot be achieved, at a minimum the person reconciling the bank statements should be someone other than the employee that receives cash and records deposits.

Observation: The District has a contract with CSEA that limits the maximum vacation carryover to 30 days. During our test of the accrued vacation liability, we noted that there are 36 employees at June 30, 2014 who had more than 30 days of vacation accrued. Permitting employees to exceed the maximum vacation carryover creates an excess liability that will continue to grow. In addition, regular employee vacations are a good internal control.

Recommendation: The District should begin to enforce the maximum vacation carryover policy by not crediting additional vacation time to employees who already exceed the maximum amount. Also, those who have excess balances should work with District management to develop a plan to permit them to use their vacation time until it is within the allowed limits. The District should also consider the feasibility of paying off those excess balances.

ASSOCIATED STUDENT BODY

Observation: During our review of disbursements, we noted several instances in which the purchases of goods or services were not approved by the District representative, ASB advisor, and/or the student representative until after the expense had already been incurred.

Recommendation: Education Code Section 48933(b) requires all expenditures from ASB funds be authorized by a student representative, an advisor, and a district representative (usually a principal or vice-principal) prior to disbursing the funds. As a "best practice", we recommend that all expenses be approved prior to the ordering of any goods or services to ensure their necessity by the appropriate levels of management. It is important that the preapproval take place before the District is obligated to pay to ensure all funds are expended for allowable purposes and fall within budgetary guidelines.

Observation: During our testing of cash disbursements, some of the disbursements tested lacked evidence of receipt of goods or services.

Recommendation: We recommend that the sites document a physical receipt of the goods or services on the corresponding invoice, packing slip, or other documentation, such as writing "ok to pay" or "received" and initial the document prior to issuing the check for payment. This ensures that payment is not being made for items received incorrectly or not received at all.

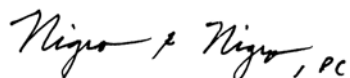
Observation: During our review of cash receipts, we noted that several deposits tested lacked sufficient supporting cash receipt documentation, such as pre-numbered receipts, ticket sheets, tally sheets or inventory/cash reconciliations, and/or order forms. Without supporting documentation, we could not verify whether all cash collected had been deposited intact and into the correct ASB account. Sound internal controls for handling cash discourage theft of ASB funds and protect those who handle the cash. It is important to tie all proceeds to the specific fundraiser from which they were generated and to ensure that all proceeds from an event are turned in and properly accounted for.

Recommendation: We recommend that before any events are held, control procedures should be established that will allow for the reconciliation between money collected and fundraiser sales.

Observation: Through inquiry and observation, we noted that authorized signers sign blank checks, and the checks are kept on file until needed. This practice potentially subjects the ASB to fraud, because the date, amounts and payee section of the blank checks could be filled in and used by any party.

Recommendation: We recommend discontinuing this practice immediately. As an alternative, the number of authorized check signers could be increased to eliminate scheduling conflicts. In addition, all supporting documentation should be reviewed prior to signing checks.

We will review the status of the current year comments during our next audit engagement.



Murrieta, California
December 2, 2014

BOARD AGENDA ITEM

Name of Contributor(s): Jorge Gutierrez

Date of Meeting: January 21, 2015

- Study Session _____
- Closed Session _____
- A. Preliminary _____
- B. Hearing _____
- C. Consent Agenda _____
- D. Action Items X
- E. Reports/Discussion Items(no action) _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

TITLE: Approval of Agreement # 14-180 Cumming Construction Management Inc. (Gutierrez)

Cumming Construction Management Inc. will provide Proposition 39 Energy Conservation and Energy Efficiency Services. Cumming will prepare the required Energy Audit Services and the Annual Energy Expenditure Plan in order to obtain the District's Proposition 39 allocation from the State to implement District-wide Energy Conservation projects.

The District received nine (9) responses to the Request for Qualification (RFQ). The Interview/Selection Committee reviewed and ranked the proposals, The Committee recommended Cumming Construction Management Inc. based on their references, experience/qualifications, response to the RFQ and interviews.

FISCAL IMPACT:
\$201,133-Proposition 39 Funds

RECOMMENDATION:
It is the recommendation of the Executive Director of Facilities, Engineering and Operations that the Board approve Agreement #14-180 with Cumming Construction Management Inc. to provide professional services not to exceed \$201,133.

- ADDITIONAL MATERIAL(S):**
- 1. Cumming Construction Management Inc.'s proposal
 - 2. Agreement #14-180

DISTRICT GOAL(S):
Provide Quality School Facilities to Meet the Needs of the Students and Staff.

OXNARD SCHOOL DISTRICT

Agreement #14-180

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 21st day of January, 2015 by and between the Oxnard School District (“District”) and Cumming Construction Management Inc. (“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 **January 22, 2015 through December 1, 2015** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation, shall not exceed Two Hundred One Thousand One Hundred Thirty-Three Dollars (\$201,133.00), 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 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. Indemnification for Professional Liability. Where the law establishes a professional standard of care for Consultant’s Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless District and any and all of its officials, elected board members, employees and agents (“Indemnified Parties”) from and against any and all losses, liabilities, damages, costs and expenses, including attorney’s fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-

consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

- b. Indemnification for Other than Professional Liability. To the full extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the Indemnified Parties 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), arising out of or 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.
- c. General Indemnification Provisions. 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)
- d. 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
1055 South C Street
Oxnard, California, 93030
Attention: Jorge Gutierrez
Phone: (805) 385.1514 x2501
Fax: (805) 486.5848

To Consultant: Cumming Construction Management Inc.
523 W. 6th Street, Suite 1001
Los Angeles, CA 90014
Attention: Christine Marez, LEED AP
Phone: (213) 408.4518
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.** JORGE GUTIERREZ 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. This Agreement supersedes any prior understanding or agreement, oral or written, of the parties with respect to said matters.

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:

CUMMING CONSTRUCTION MANAGEMENT INC.:

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 #14-41

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #14-180

SERVICES

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

PER ATTACHED PROPOSAL DATED 12/1/14

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

PER ATTACHED PROPOSAL DATED 12/1/14

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

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

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

- None.
 See attached list.

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

- None.
 See attached list.

VII. AMENDMENT

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

- Not Project Related
 Project #14-41

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #14-180

COMPENSATION

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

Total Compensation Not to Exceed \$201,133.00.

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 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 \$201,133.00 as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #14-180

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 #14-41

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

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

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

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

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

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

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

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

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

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

- Not Project Related
- Project #14-41

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #14-180

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 [X] do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **CUMMING CONSTRUCTION MANAGEMENT INC.**, who will provide Services under the Agreement, [___] is [X] is not subject to disclosure obligations.

Date: _____

By: _____

Lisa A. Franz
Director, Purchasing

December 1, 2014

Oxnard School District
1055 South C Street
Oxnard, CA 93030
ATTN: Jorge Gutierrez

RE: Cost Proposal for Proposition 39 Energy Conservation and Energy Efficiency Services

Cumming is pleased to provide its Cost Proposal for Proposition 39 energy services to Oxnard School District ("District") based on the scope of services and tasks requested by the District. This scope of work covers all remaining prop 39 program years (4 years total).

PROPOSITION 39 FUNDING

The District's Proposition 39 Funding Allocation(s) (Table 1) can be used for energy efficiency and energy generation projects that include lighting upgrades, HVAC equipment and system retrofits, HVAC Controls, energy management systems, and energy generation projects. The District's Proposition 39 Funding Allocation includes \$246,116 in Planning Funds designated for use by the District for the following activities:

- Energy audits and energy surveys/assessments
- Proposition 39 program assistance (Consultant costs)
- Hiring or retaining an energy manager(s)
- Energy-related training

Planning Funds were previously released to the District in early 2014. Any unused energy planning funds may be applied toward implementing eligible energy project(s) approved as part of the District's energy expenditure plan(s).

| Prop 39 Allocation | Prop 39 Program Years | | | | | Prop 39 Funds Available for Projects |
|--------------------------|-----------------------|-----------|-----------|-----------|-----------|--------------------------------------|
| | 2013-14 | 2014-15 | 2015-16 | 2016-17 | 2017-18 | |
| Annual Allocation | \$820,388 | \$741,626 | \$741,626 | \$741,626 | \$741,626 | \$3,786,892 |
| Planning Funds | \$246,116 | --- | --- | --- | --- | (\$246,116) |
| | | | | | | \$3,540,776 |

Table 1 – Prop 39 Program Funding Allocation (5-Years)

SCOPE OF PROPOSED SERVICES

TASK 1 - Annual Prop 39 Energy Expenditure Plan Development (4 Years)

Cumming will develop and prepare for submission the District's annual Energy Expenditure Plan including the completion of all requirements and tasks precedent to CEC approval of the Energy Expenditure Plan as required in the *Prop 39 Program Implementation Guidelines (Steps 1-8)*.

Specific services Cumming will deliver include:

- Conduct fact-finding meetings with Key District Facilities and Maintenance staff
- Submission of Bright Schools and California Conservation Corps Applications
- Analysis of energy audit data and identified Energy Efficiency Measures (EEMs)
- Prioritization of energy projects
- Sequencing of selected facility improvement
- Identification of energy rebates, incentives, grants, and other sources of funding
- Energy efficiency cost estimating
- Annual Completion of CEC Forms A, B, Utility Release forms
- All tasks required for annual CEC approval of the District's Energy Expenditure Plans

Cumming will perform all Task 1 services on a time and material basis not to exceed \$125,519 (4years) based on Cumming's fully burdened rates (Table 1).

| Name and Title | Fully Burdened Hourly Rate |
|---|----------------------------|
| Christine Marez, Project Director | \$165 |
| Kathleen Mallory, Technical Project Manager | \$160 |
| Shiva Subramanya, Project Engineer, ME | \$155 |
| Staffan Akerstrom, Senior Mechanical Engineer | \$155 |
| Taylor Carson, Senior Project Coordinator | \$110 |
| Pete Melucci, Mechanical Cost Estimator | \$140 |
| Curtis Greer, Electrical Cost Estimator | \$140 |

Table 1 – Fully Burdened Rates

TASK 2 - Energy Audit Services

Proposition 39 requires either an Energy Survey (Level 1) or ASHRAE Level 2 Energy Audit be performed for all school sites where Energy Efficiency Measures (EEMs) will be submitted for Prop 39 funding. An Energy Survey is required for less complex energy measures such as lighting retrofits, energy management systems, or increased controls. An ASHRAE Level 2 audit is required for sites with more complex EEMs such as HVAC retrofits and includes a more technical review of the site, equipment, cost estimates, energy savings analysis, and energy modeling. Cumming proposes the following strategy to reduce audit costs and minimize use of the District's Planning Fund allocation.

- Cumming will perform Energy Surveys (Level 1) at all District school sites for a total audit costs of \$75,614 (Table 2). Scope of work includes:

- Benchmarking and utility data analysis
 - Energy Analysis, Energy Modeling (eQuest)
 - Review of rebates and incentives for energy efficiency measure (EEM)
 - Calculation of Prop 39 Savings to Investment Ratio (SIR) eligibility for all EEMs;
 - Detailed report development for submission to the CEC
- Cumming proposes to support the District to obtain CEC “free” audit resources from the Bright Schools and CA Conservation Corps programs. Cumming will oversee the District’s submit of applications and management of the audit process.

| Proposed Sites | Audit Type | SF (Estimated) | Rate/ SF | Cost |
|-----------------------------|-----------------------|---------------------------|-----------------|-----------------|
| Elementary Schools | | | | |
| Brekke Elementary | Energy Survey Level 1 | 63,000 | \$0.05 | \$3,150 |
| Chavez Elementary | Energy Survey Level 1 | 80,820 | \$0.05 | \$4,041 |
| Curren Elementary | Energy Survey Level 1 | 63,000 | \$0.05 | \$3,150 |
| Driffill Elementary | Energy Survey Level 1 | 63,000 | \$0.05 | \$3,150 |
| Elm Elementary | Energy Survey Level 1 | 63,000 | \$0.05 | \$3,150 |
| Harrington Elementary | Energy Survey Level 1 | 63,000 | \$0.05 | \$3,150 |
| Kamala Elementary | Energy Survey Level 1 | 63,000 | \$0.05 | \$3,150 |
| Lemonwood Elementary | Energy Survey Level 1 | 63,000 | \$0.05 | \$3,150 |
| Marina West Elementary | Energy Survey Level 1 | 63,000 | \$0.05 | \$3,150 |
| Marshall Elementary | Energy Survey Level 1 | 63,000 | \$0.05 | \$3,150 |
| Ramona Elementary | Energy Survey Level 1 | 63,000 | \$0.05 | \$3,150 |
| Ritchen Elementary | Energy Survey Level 1 | 63,000 | \$0.05 | \$3,150 |
| Rose Avenue Elementary | Energy Survey Level 1 | 63,000 | \$0.05 | \$3,150 |
| McAuliffe Elementary | Energy Survey Level 1 | 63,000 | \$0.05 | \$3,150 |
| McKinna Elementary | Energy Survey Level 1 | 63,000 | \$0.05 | \$3,150 |
| Sierra Linda Elementary | Energy Survey Level 1 | 63,000 | \$0.05 | \$3,150 |
| Soria Elementary | Energy Survey Level 1 | 63,000 | \$0.05 | \$3,150 |
| Intermediate Schools | | | | |
| Frank Intermediate | Energy Survey Level 1 | 110,250 | \$0.05 | \$5,513 |
| Fremont Intermediate | Energy Survey Level 1 | 110,250 | \$0.05 | \$5,513 |
| Haydock Intermediate | Energy Survey Level 1 | 110,250 | \$0.05 | \$5,513 |
| Other Buildings | | | | |
| San Miguel Preschool | Energy Survey Level 1 | 3,600 | \$0.05 | \$180 |
| District Offices | Energy Survey Level 1 | 89,100 | \$0.05 | \$4,455 |
| Total | | 1,512,270 | | \$75,614 |

Table 2 – Proposed Energy Audit Costs

Cumming audit rates for energy Surveys meets the recommended industry rates per the CEC Prop 39 Guidelines, \$0.02 - \$0.05 per gross square foot for energy surveys. Our ASHRAE Level 2 audits rates are provided lower than the CEC recommended industry rates, of \$0.15 - \$0.20 per gross square foot.

| Level I and 2 Energy Audits | Rate/ SF |
|-----------------------------|-------------|
| Energy Survey Level 1 | \$0.05 / SF |
| ASHRAE Level 2 Audits | \$0.14 / SF |

Table 3 – Cumming Energy Audit Rates

TASK 3 - Design Services

Cumming will perform Design services to support any projects requiring design for bidding of energy efficiency work. All designs will conform to Title 24 requirements and include DSA submission and approval. Design services will be completed on a Task Order basis once a Prop 39 project has been submitted and approved by the California Energy Commission (CEC).

COST SUMMARY

Cumming proposes the following costs to provide energy services for the District's Prop 39 Program per the District's requested scope of work.

| Task | Description | Prop 39 Program Year | | | | Total Fee |
|------|---|----------------------|----------|----------|----------|------------------|
| | | 2014-15 | 2015-16 | 2016-17 | 2017-18 | |
| 1.0 | Annual Prop 39 Energy Expenditure Plan Completion | \$36,917 | \$29,534 | \$29,534 | \$29,534 | \$125,519 |
| 2.0 | Energy Audit Services | \$75,614 | --- | --- | --- | \$75,614 |
| 3.0 | Design Services | --- | --- | --- | --- | TBD |
| | | | | | | \$201,133 |

Services Schedule

Cumming will perform services in accordance with the following schedule.

| Task | Description of Services | Target Dates |
|------|---|--|
| 1.0 | Annual Prop 39 Energy Expenditure Plan Completion | Annual submission for Prop 39 August 31 st Deadline |
| 2.0 | Energy Audit Services | December 2014-March 2015 (Update as required) |
| 3.0 | Design Services | As Required |

After reviewing our enclosed cost proposal, if you have any questions or concerns, please contact me at (626) 688-4634 or cmarez@ccorpusa.com.

Sincerely yours,



Christine Marez, LEED AP
Director of Energy

BOARD AGENDA ITEM

Name of Contributor(s): Dr. Morales/CFW

Date of Meeting: 01/21/15

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

CONSIDERATION OF ACCEPTANCE BY THE OXNARD SCHOOL DISTRICT BOARD OF TRUSTEES OF THE FOURTH SEMI-ANNUAL FACILITIES IMPLEMENTATION PROGRAM UPDATE, PRESENTED BY CALDWELL FLORES WINTERS AT THE DECEMBER 10, 2014 REGULAR MEETING (Dr. Morales/CFW)

Each six (6) months Caldwell Flores Winters, Inc. has committed to providing the District Board of Trustees with an update to the Board adopted Facilities Implementation Program, designed to address the District's educational, facilities needs, and the District's participation in the State Facilities Program.

Beginning with the passage of Measure R, and the Board's adoption of the Program in January of 2013, CFW has provided a semi-annual updates in June of 2013, December of 2013, June 2014 and this annual update presented at the regular meeting of the Board of Trustees on December 10, 2014. While each update has presented the Board with minor adjustments, the core of the Facilities Implementation Program has remained intact, and the District has made major strides towards achieving the vision and goals adopted in 2013.

In particular, the District successfully deployed over 18,000 portable electronic devices to every student and teaching staff member. Project No.1 was completed in time for grade reconfiguration at the beginning of the 2014-2015 School Year, including new kindergarten facilities and new science labs throughout the District. Construction for the Harrington E.S. began in early September and is proceeding ahead of schedule. Lemonwood E.S. design has been completed, and is poised for submittal to the Division of the State Architect (DSA) for review and approval of final construction documents. Elm Elementary School design is similarly in the final stages of design and is scheduled for submittal within the next sixty (60) days.

Within twenty (24) four months of adoption of the Facilities Implementation Plan, the Board has delivered and/or is well on its way to deliver on its commitment to:

- Reduce overcrowding at elementary schools by adopting a K-5 educational strand and facilities program
- Conversion of existing junior high schools to 6-8 middle schools that support an academy based instructional program
- Expand the K-8 instructional program and additional K-8 school facilities to increase parent choice

- Implement an extended day kindergarten program with improved facilities
 - Increase enrollment capacity over time to accommodate projected growth in grades K through 8
-

FISCAL IMPACT:

CFW has identified \$3,031,595.00 in new Sources for the Program. In addition, CFW has proposed some modifications to the Uses of Funds to include a new classroom building at a middle school to accommodate enrollment growth at the 6th through 8th grade levels. There have also been slight modifications to the Uses of Funds to complete a modification to the SDC room at Ritchen Elementary School and to account for changed conditions on Project No. 1: Kindergarten and Science Classrooms for Grade Reconfiguration.

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees accepts and adopt the fourth Semi-Annual Facilities Implementation Program Update.

ADDITIONAL MATERIAL(S):

- Fourth Semi-Annual Facilities Implementation 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*



December 2014

OXNARD
SCHOOL
DISTRICT

SEMI-ANNUAL IMPLEMENTATION PROGRAM UPDATE

Fourth 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

Ernest Morrison, President
Veronica Robles-Solis, Clerk
Denis O'Leary, Trustee
Albert Duff Sr., Trustee
Ana Del Rio-Barba, Trustee
Debra Cordes, Newly Elected Trustee

District Administrators

Dr. Cesar Morales, Superintendent
Lisa Cline, Assistant Superintendent, Business and Fiscal Services
Catherine Kawaguchi, Assistant Superintendent, Educational Services
Dr. Jesus Vaca, Assistant Superintendent, Human Resources and Support Services
Jorge Gutierrez, Executive Director for Facilities Planning, Engineering & Operations

TABLE OF CONTENTS

| | |
|--|-----------|
| Index of Tables | ii |
| Program Overview | 1 |
| 1.1 Implementation Program Review..... | 4 |
| 1.2 Estimated Sources of Funding: Phase 1 | 5 |
| 1.3 Estimated Uses of Funding: Phase 1 | 7 |
| 1.4 Master Schedule and Budget by Phase | 9 |
| 1.5 Master Budget | 12 |
| 1.6 Expenditures Update | 13 |
| Semi-Annual Implementation Update | 16 |
| 2.1 Introduction..... | 16 |
| 2.2 Program Team | 18 |
| 2.3 Educational Reconfiguration Update..... | 18 |
| 2.4 Technology Program Update | 20 |
| 2.5 State Aid Update..... | 24 |
| 2.6 Workforce Outreach Update | 29 |
| Project Updates | 32 |
| 3.1 Project 1: Kindergarten & Science Reconfiguration | 32 |
| 3.2 Project 2: Driffill Kindergarten Reconfiguration | 33 |
| 3.3 Project 3: Lemonwood Reconstruction | 35 |
| 3.4 Project 4: Harrington Reconstruction..... | 37 |
| 3.5 Project 5: Elm Reconstruction | 38 |
| 3.6 Southwest Elementary School Site Acquisition & Development | 40 |
| 3.7 New Middle School Site Acquisition | 40 |
| 3.8 Southeast Site Elementary School Acquisition | 41 |
| 3.9 Pre-Kindergarten Improvements at Lemonwood..... | 42 |
| 3.10 Pre-Kindergarten Improvements at Harrington | 43 |
| 3.11 New 8 Classroom Addition at a Middle School..... | 44 |
| 3.12 Ritchen Elementary Special Day Classroom..... | 44 |
| 3.13 Program Recommendations | 45 |
| Exhibit A | 46 |
| Presentations, Workshops & Updates to the Board of Trustees..... | 46 |

INDEX OF TABLES

Table 1: Estimated Sources of Funds – Phase I6

Table 2: Estimated Uses of Funds – Phase I8

Table 3: Master Schedule and Budget: Phase 110

Table 4: Master Schedule and Budget: Phase 211

Table 5: Master Schedule and Budget: Phase 312

Table 6: Master Budget by School Site13

Table 7: Facilities Implementation Program Expenditures Report.....14

Table 8: 1:1 Technology Deployment Schedule by Site.....21

Table 9: Project 1 Modernization Eligibility Submissions25

Table 10: Current Modernization Eligibility.....26

Table 11: New Construction State Funding Eligibility.....27

Table 12: New Construction Application Submissions28

Table 13: Previously Completed Projects Eligible for State Funding28

Table 14: Project 1 Oxnard@Work Performance Chart30

Table 15: Project 4 Oxnard@Work Performance Chart31

SECTION 1:

PROGRAM OVERVIEW

Caldwell Flores Winters, Inc. (“CFW”) is pleased to present the fourth Measure “R” Facilities Implementation Program (“Program”) Semi-Annual Update to the Oxnard School District (“District”) Board of Trustees. This document continues the practice of providing the Board regular and timely reporting of implementation program progress and status, with a particular focus on the program master budget and schedule, achievement of program objectives, and advancement of facilities and educational reconfiguration efforts. The report contained herein reflects conditions of the District’s program between the conclusion of the July 2014 update and the time of this document’s publishing in December 2014, inclusive of any adjustments and recommendations to program elements expected to be developed over the subsequent six month period.

As foreseen by the District’s original January 2013 Implementation Program and acted upon through ongoing District and CFW (“Program Team”) collaboration, the prior six month period successfully achieved specific milestones established per the original program schedule and consistent with the commitments made to Measure “R” voters. School grade reconfiguration has been put into practice, technology has been deployed to every teacher and student Districtwide, innovative Academy programs have been kicked off at the middle school level, and major construction efforts have been completed in the renovation of 22 classrooms at eight school sites. The Board should take great pride in the progress made over a 24-month period with the successful transformation of the educational program and delivery to the community of innovative 21st Century learning environments.

At this time, all Program efforts are currently operating on schedule and adhering to adjustments adopted by prior semi-annual reports. The following is a summary of the accomplishments that are more fully set forth in this update to the Program:

- The District has successfully deployed an estimated 18,000 iPads to District students, staff and school site personnel. The deployment provides one iPad to each student (“1:1”) and has been achieved within budget, setting aside remaining funds of approximately \$800,000 to be available for completion of networking hardware and infrastructure upgrades. The Program Team continues to dedicate its full attention to integrating the devices into the academic program as well as further integrating the District’s systems into a portal solution to better support effective utilization of the devices. The deployment was ahead of schedule by almost 18 months.
- With the beginning of the 2014-2015 school year, the District successfully reconfigured the grade levels at five elementary schools, three middle schools and eleven elementary schools. Children in the fifth through seventh grades were provided with an option as to the school they wanted to attend and the process accommodated over 90% of the requests. Teachers were

reassigned utilizing a process agreed to between the District and the Oxnard Educators Association. Included as a part of this effort, the District and CFW prepared a policy update to incorporate the transition from K-5 elementary schools to the 6th through 8th grade Middle Schools, approved by the Board at its regularly scheduled meeting on March 5, 2014.

- The District opened extended-day Kindergarten at all K-5 Elementary School sites and met its commitment to extend Kindergarten hours at all existing Kindergarten sites, resulting in an increase to Kindergarten capacity of nearly 100%. In addition, improvements to Kindergarten facilities at many of these sites were completed to accommodate the program and integrate modern learning environments.
- Project 1, consisting of improvements to twenty-two classrooms at eight different school sites, was completed over the summer period. The improvements were designed to support the grade reconfiguration with improved science labs and the new extended-day Kindergarten program. The project incorporated 21st Century learning environments that take advantage of the concepts developed with the Haydock demonstration science lab.
- New applications have been completed by CFW and submitted on behalf of the District for State School Facilities Program grants in the amount of \$12.9 million dollars. This adds to an already pending application of \$4.8 million dollars and places the District in line for a total of \$17.7 million dollars of State grant funding. Applications for the new Lemonwood, Elm, and Driffill Kindergarten projects have also been prepared and are to be filed upon receiving DSA and CDE approval, which will further increase the total pending applications to \$48.3 million dollars. Additionally, two previously completed District projects were identified as still eligible for State Grants and the appropriate process is being executed to submit applications so that the District may capture an extra \$4.8 million. In all, submissions for State Grant funding could reach an estimated \$53.1 million dollars.
- With an official community groundbreaking ceremony on August 21, 2014, the District began the construction of the New Harrington Elementary School nine months ahead of the originally scheduled construction start date. The foundation for all the buildings has been poured and framing will begin shortly. The District successfully relocated the pre-school activities to the Northwest corner of the site, minimizing the disruption to these programs. Among the accomplishments related to this project, the District received CDE approval for the project and has worked closely with the City on circulation and utility issues. The project remains on budget.
- The Program Team has worked closely with SVA Architects (the firm has changed its name from MVE Institutional) to complete final design work for the New Lemonwood School Project and, upon Board approval, will be submitting construction documents to the Division of the State Architect (DSA) in the first quarter of 2015. The project, consisting of a complete reconstruction of the Lemonwood School is estimated to be completed within the original budget established by the Program. Additionally, a conceptual design has been developed by the Program Team to reconfigure an existing Lemonwood facility that will be preserved and improved following completion of the new campus for early childhood development programs.
- SVA is in the process of completing the designs of the new Elm Elementary School. It is anticipated that construction documents will be submitted to the Division of the State Architect,

(DSA), in late January or early February of 2015, pending the Board's approval. The overall project is still on schedule to begin construction in the summer of 2015.

- CFW has identified potential sites for the construction of new elementary schools in addition to the Southwest School Site. The identified sites have received preliminary California Department of Education approval. CFW has continued to brief staff from the City of Oxnard and the Ventura Local Agency Formation Commission ("LAFCo"). The LAFCO Commission received a CFW presentation advocating for the District's needs and identifying the potential sites that are appropriate for new school construction.
- The District successfully sold \$15.75 million in Series "C" bonds. The Bonds were programmed to be sold in 2016; however, the sale was accelerated in order to take advantage of a historically low interest rate environment allowing the District to garner the proceeds sooner than expected. Due to the District's good financial management practices and historically strong fund balance position, the bonds were rated A+ by Standard & Poor's Rating Services. This strong rating allowed the District and its financing team to negotiate favorable interest rates for the bonds. The proceeds of the series "C" bonds will help fund projects identified by the District to be completed in Phase 1 of the implementation program.
- The "Oxnard@Work" program has recorded 403 interested subcontracting firms and continues to track local participation achievements. In total, contracts awarded to local firms has surpassed \$6 million dollars in spending that will be returned to the local economy as a direct result of local hiring. The program has also generated a high level of Union shop participation at more than double or triple the national and regional average on such projects.
- CFW has worked closely with the District in the final steps of the overall grade reconfiguration. All of the schools were reconfigured by the first day of class in August 2014. The K-5 Academic Strand Focuses have been identified for each of the District's K-5 schools, the K-8 schools opened Dual Language Immersion programs, and each middle school opened as a theme-based academy with specific elective courses and integrated units tied to the selected theme. A number of supporting recommendations have been made to establish teacher collaboration sessions and ongoing training for technology to be provided by teacher experts.
- CFW representatives conducted commissioning sessions for the middle school and K-8 principals on the technology capabilities and flexible furnishing features in the science labs and Kindergarten classrooms. The sessions provided examples for how teachers can use these features to support their classroom instruction. CFW representatives also conducted one-on-one training sessions with teachers who were available and would be teaching in these rooms.

Semi-annually, CFW has committed to updating the Oxnard Facilities Implementation Program to inform the Board of accomplishments, the status of pending projects and any necessary modifications to the Program suggested by CFW for consideration by the Board. The updates are also designed to report on the actual expenditures to date as compared to budget and any modifications needed to the budget. This is our fourth Semi-Annual Update.

It is an honor to work with the Oxnard School District and to be a part of the educational program changes, supported by facilities improvements, which are being developed for the benefit of the Oxnard community. Oxnard School District has received county-wide and state-wide recognition for these ambitious efforts. Because the program is focused on the children and offering improved educational opportunities as well as improved learning environments, the changes will result in academic improvement.

1.1 IMPLEMENTATION PROGRAM REVIEW

The Facilities Implementation Program relies on multiple funding sources, including \$90 million of voter approved Measure “R” proceeds to build new classrooms, relieve student overcrowding at every school, and modernize school facilities to meet current building standards. The initial Program was adopted by the Board of Trustees at the January 16, 2013 meeting, with subsequent six month updates adopted at the June 26, 2013, December 11, 2013, and July 14, 2014 meetings. These six month updates are provided to assist the Board and staff in evaluating program progress and determining upcoming implementation tasks.

In response to Board direction, the Program Team has now engaged in two years of planning, design, and construction to achieve improvements to:

- Reduce overcrowding at elementary schools by adopting a K-5 educational strand and facilities program
- Convert existing junior high schools to 6-8 middle schools that support an academy based instructional program
- Expand the K-8 instructional program and additional K-8 school facilities to increase parent choice
- Implement an extended day Kindergarten program with improved facilities
- Increase enrollment capacity over time to accommodate projected growth in grades K- 8

In total, approximately \$202.4 million (current dollars) is anticipated to be available to support program implementation over three phases. For purposes of this report, all sources and uses of funds are stated in current dollars.

- Phase 1 is well underway with the completion of Project 1 improvements to support the District’s grade reconfiguration. The District has deployed 1:1 devices to all students in the District along with successful infrastructure improvements to improve bandwidth. Construction of the new Harrington school has commenced nine months ahead of schedule. The design efforts related to the new Lemonwood K-8 School and the new Elm K-5 School are coming to completion and will be submitted to the Division of the State Architect for approval in the very near future. The new Southwest site has been acquired to serve as a future K-5 elementary site. State Facilities Program grant applications have been submitted to the Office of Public School Construction (“OPSC”) in order to provide the necessary

funding to complete the construction of the new Lemonwood K-8 School, as funds become available. Vision documents have been generated and facilities improvements have been budgeted for Pre-Kindergarten school programs at the new Harrington and new Lemonwood campuses. Additional capacity for 6-8th graders has also been addressed by adding a new classroom building at a middle school to the Phase 1 budget.

- Phase 2 provides for the funding of additional and periodic technology improvements and begins the improvement of school gym/multipurpose rooms at existing school sites, including Fremont, Haydock, Driffill, Chavez, Curren, and Kamala. At the completion of Phase 2, all K-8 and middle schools are projected to benefit from improved multi-purpose room facilities.
- Phase 3 includes the projected replacement funding for new technology and support facility upgrades to Marina West, Rose, Sierra Linda, Brekke, McAuliffe, Ramona, and Ritchen schools and improved Kindergarten facilities at McKinna, Marina West, Rose, and Sierra Linda schools.

Should State funds become available to allow for further Program enhancements or to extend the replacement of the District's older schools, budget alternatives have been designed for Phases 2 and 3 which consider the reinvestment of State Aid reimbursements to support additional facility upgrades. The Program is currently operating under the "Basic Program" and "Enhanced Program" funding models, which accounts for local funds and projected bond proceeds for Measure "R" plus state Facilities Program Grant reimbursements upon approval of a proposed State School Bond Measure in 2016. The District is actively submitting for State matching funds to take immediate advantage of funding if and when it becomes available again through the State.

The "Enhanced Program" funding model provides for facility improvements funded by anticipated State Aid reimbursements forecasted for the District for projects completed under the Facilities Implementation Program. The "Extended Program" funding model incorporates additional funding projections from the State's Financial Hardship program, which provides 100% funding for qualified districts to construct basic school facility improvements. The designs have been presented to the Board for review and are presented as alternatives in the Technical Background Report of the Facilities Implementation Program. The implementation of the "Enhanced" or "Extended" program objectives is contingent on approval of a new statewide facilities bond measure originally contemplated for November 2014, now anticipated for November 2016, and the maintenance of existing eligibility requirements.

1.2 ESTIMATED SOURCES OF FUNDING: PHASE 1

The Program is a combination of the Basic Program which relies on local funding, including developer fees, Mello Roos funds, Capital Program balances, voter approved Measure "R" proceeds, and the Enhanced Program that seeks to maximize State aid reimbursements for modernization and construction of school facilities. The availability of additional State funds to support the Enhanced Program remains contingent upon the successful passage of a State Facilities Bond. The next likely

opportunity for legislators and the Governor to place a State Facilities Bond on the ballot for voter approval is estimated to be November 2016. It is anticipated that the District will receive State aid reimbursements for work completed on eligible projects once proceeds from a future State Facilities Bond are made available. It should be noted that in addition to a limited amount of remaining State bond authorization, the Governor intends to transfer approximately \$381 million dollars from underutilized State programs to the Modernization and New Construction programs. The District's applications have been submitted with the anticipation that some of the District's projects may be funded prior to the passage of an anticipated 2016 State Facilities Bond measure.

Table 1 below indicates each estimated source of funds utilized to support implementation of the Program for Phase 1 (FY 2013-2017). Actual and projected funds and adjustments as of this report are presented for review and are displayed alongside the reported sources in the most recent semi-annual report (July 2014). Variances are noted below for further consideration.

This December 2014 semi-annual report reflects adjustments to the sources of funds for Phase 1 to account for the gross amount of bonds sold by the District in October 2014 and those applications submitted by the District for new construction and modernization grants related to Phase 1 projects. Based on these adjustments the total program sources available to support Phase 1 of the Program has increased to \$125,116,194, a gain of \$3,031,595 as compared to the previous Report. Reported figures below are based on cash flow tracking by CFW as well as fund balances reported by the District's Business Department thru October 31, 2014.

TABLE 1: ESTIMATED SOURCES OF FUNDS – PHASE I

| Sources | Estimated Budget June 2014 (A) | Estimated Budget Dec 2014 (B) | Variance (B-A) |
|---------------------------------|-----------------------------------|----------------------------------|-------------------|
| Series A | \$ 18,390,000 | \$ 18,390,000 | \$ - |
| Series B | \$ 25,500,000 | \$ 25,500,000 | \$ - |
| Series C | \$ 15,517,732 | \$ 15,750,000 | \$ 232,268 |
| Measure L | \$ 3,316,728 | \$ 3,316,728 | \$ - |
| Measure M | \$ - | \$ - | \$ - |
| State Bonds | \$ 285,166 | \$ 285,166 | \$ - |
| Est. State Aid Receipts | \$ 29,711,238 | \$ 32,510,565 | \$ 2,799,327 |
| Est. Developer Fees | \$ 10,100,619 | \$ 10,100,619 | \$ - |
| Mello Roos Proceeds | \$ 9,088,089 | \$ 9,088,089 | \$ - |
| State Reimbursements (Driffill) | \$ 9,001,083 | \$ 9,001,083 | \$ - |
| Est. Interest Earnings | \$ 1,173,945 | \$ 1,173,945 | \$ - |
| Est. Total Sources | \$ 122,084,599 | \$ 125,116,194 | \$ 3,031,595 |

Bond proceeds from Measure "R" Series "A" and "B" reflect the actual gross amount of bonds sold by the District and remain consistent with the figures reported in the July 2014 report. Measure "R" bond sales continue to provide the largest single source of program funds. In October 2014, the District successfully sold an additional \$15.75 million in Series "C" bonds to provide added flexibility in project sequencing pending State aid reimbursements as noted earlier in this section. The Series "C" bond issuance was accelerated from FY 2016 to the current fiscal year and the District was able to leverage its strong A+ rating from Standard & Poor's Rating Services (S&P) to negotiate favorable interest rates for

the bonds in a historically low interest rate environment. This resulted in an overall borrowing cost of less than 4.00% over the 30 year term of the bonds. S&P noted the District's good financial management practices and historically strong fund balance position in its report to investors. To date, approximately \$59.6 million in Measure "R" bonds have been sold leaving approximately \$30.4 million available for future issuances.

The allocation of Measure "L" funds to the program sources remains unchanged. This funding has been allocated to support the site acquisition costs related to the Southwest school site located near the intersection of Wooley Road and Seabridge Lane. The allocation of Developer Fee funds to the program also remains unchanged from the previous semi-annual report.

Assembly Bill (AB) 2235 calling for an Education Facilities Bond was proposed to be placed on the November 2014 ballot, however AB 2235 did not receive the necessary support from the Governor and was omitted from the November 2014 ballot. Due to the lack of proceeds for a new State Facilities Bond the Governor has indicated plans to transfer approximately \$381 million in current State funds from underutilized programs to provide funding for new construction and modernization grants as a possible bridge to a future State Facilities Bond. In an attempt to garner a portion of the proposed \$381 million in proposed State funds, the District has continued to submit applications for State aid funding and reimbursements. New applications submitted since the previous Report include approximately \$17.7 million in State new construction and modernization grant applications for the new Harrington school, Project 1 improvements to Fremont and McAuliffe, and reimbursements for site acquisition costs related to the Southwest site acquisition.

The Program Team anticipates submitting applications for a total of \$32.5 million in grants and reimbursements for Phase 1 projects. As detailed in Section 2.5, there are completed projects from previous facilities programs that may be eligible for State aid reimbursements. For the purpose of this report, these potential reimbursements are not included in the Program Master Budget or the Estimated Sources of Funds for Phase 1. The next opportunity for voters to approve funding the School Facilities Program would be in 2016, therefore projected receipt of State aid reimbursement has been shifted from 2015-16 to 2016-17.

1.3 ESTIMATED USES OF FUNDING: PHASE 1

The figures indicated in [Table 2](#) represent the projected uses of program funding for each project approved by the District as of the July 2014 Report (column A) in comparison to the recommended funding amounts based on the current semi-annual report (column B) and additional projects requested by the District.

TABLE 2: ESTIMATED USES OF FUNDS – PHASE I

| Uses | Est. Budget June 2014 (A) | Est. Budget Dec 2014 (B) | Variance (B-A) |
|---|------------------------------|-----------------------------|----------------------|
| Acquire Site New Elem K-5 | \$7,625,000 | \$7,625,000 | \$0 |
| Acquire Site New MS Site | \$60,000 | \$60,000 | \$0 |
| Acquire Site New SE Elem | \$60,000 | \$60,000 | \$0 |
| Design & Reconstruct Harrington Elem. K-5 | \$23,127,171 | \$23,127,171 | \$0 |
| Design & Reconstruct Lemonwood K-8 | \$31,402,250 | \$31,402,250 | \$0 |
| Design & Reconstruct Elm Elem K-5 | \$20,170,543 | \$20,170,543 | \$0 |
| Design & Improve K-5 Kindergarten Facilities: | | | |
| Ritchen | \$356,574 | \$583,523 * | \$226,949 |
| Brekke | \$260,361 | \$262,050 | \$1,689 |
| McAuliffe | \$268,399 | \$299,954 | \$31,555 |
| Driffill | \$2,477,832 | \$2,477,832 | \$0 |
| Ramona | <u>\$0</u> | <u>\$0</u> | <u>\$0</u> |
| Subtotal | \$3,363,166 | \$3,623,359 | \$260,193 |
| Design & Construct Science Labs/Academies: | | | |
| Chavez | \$586,194 | \$586,632 | \$438 |
| Curren | \$547,456 | \$546,412 | (\$1,044) |
| Kamala | \$547,547 | \$544,028 | (\$3,519) |
| Haydock | \$972,446 | \$1,012,069 | \$39,623 |
| Fremont | <u>\$1,643,486</u> | <u>\$1,659,474</u> | <u>\$15,988</u> |
| Subtotal | \$4,297,129 | \$4,348,616 | \$51,487 |
| Pre-Kindergarten Improvements | | | |
| Harrington | \$0 | \$893,776 | \$893,776 |
| Lemonwood | <u>\$0</u> | <u>\$860,386</u> | <u>\$860,386</u> |
| Subtotal | \$0 | \$1,754,162 | \$1,754,162 |
| New MS Classroom Addition | \$0 | \$5,090,519 | \$5,090,519 |
| FF&E Allowance | \$445,000 | \$133,320 | (\$311,680) |
| Additional Academy Improvements | \$0 | \$0 | \$0 |
| Technology | \$11,201,175 | \$11,201,175 | \$0 |
| Subtotal | \$101,751,434 | \$108,596,115 | \$6,844,681 |
| Program Reserve | \$10,175,143 | \$10,859,611 | \$684,468 |
| Estimated Fund Balance | <u>\$10,158,022</u> | <u>\$5,660,468</u> | <u>(\$4,497,554)</u> |
| Est. Total Uses | \$ 122,084,599 | \$ 125,116,194 | \$ 3,031,595 |

*Includes New Special Day Classroom

Construction improvements for Project 1 Kindergarten and Science Reconfiguration are complete. Budget adjustments have been made to Project 1 to match changes that were outside of the final Guaranteed Maximum Price (“GMP”) reflecting the actual costs of construction and the addition of a Special Day Classroom at Ritchen. These adjustments account for program changes, unforeseen conditions, and other variables that affected the cost of construction and funds from the FF&E allowance have been reallocated from the FF&E Allowance identified in the budget. This amounts to an increase in total budgeted dollars for Project 1 of \$311,680.

The primary increase in planned expenditures for Phase 1 is attributable to capacity improvements at a middle school and the addition of Pre-Kindergarten facilities at Lemonwood and Harrington. At the District’s request, additional classroom facilities at a middle school have been added to the Phase 1 budget to improve capacity for grades 6 through 8. New Pre-Kindergarten facilities have also been

requested by the District at the new Lemonwood and Harrington school sites in order to provide improved, centralized access to Pre-Kindergarten programs for the benefit of the Oxnard community. Funding for these additional projects will come from the estimated Phase 1 ending balance and it is not anticipated to affect the funding of Phases 2 and 3. These items will reduce the estimated ending fund balance for Phase 1 from \$10.1 million dollars to \$5.6 million dollars and include an additional \$684,419 increase in the Program Reserve to accommodate these projects.

Project budgets for Harrington, Lemonwood, and Elm remain consistent with the July 2014 Report.

The Technology Program budget remains unchanged from the July 2014 report. At this time, the 1:1 mobile computing deployment efforts for Phase 1 are nearing completion at all District school sites. An estimated 18,000 iPad devices are now in circulation for use by students and teachers.

The total estimated budget prior to an allowance for the Program Reserve and estimated fund balance has been increased to \$108,732,795 to accommodate additional projects. The Program Reserve has been adjusted to \$10,890,730, or ten percent (10%) of the Phase 1 uses, which is consistent with previous reports and will be set aside to accommodate unforeseen Program adjustments. Overall, it is anticipated that implementation of Phase 1 will total \$125,116,194 in Program expenditures, including all Program Reserve and fund balances.

1.4 MASTER SCHEDULE AND BUDGET BY PHASE

All previously approved projects are scheduled to be completed pursuant to the adopted Facilities Implementation Plan. A summary of adjustments to the start of scheduled projects is provided below.

PHASE 1

Phase 1 improvements are displayed in [Table 3](#). All projects continue to be implemented, including the design and reconstruction of Harrington, Lemonwood and Elm. As discussed at the September 17, 2014 Board Meeting, the construction of Lemonwood has been shifted to FY 2016-17 from FY 2015-16 to adjust for the estimated timing of State aid receipts conservatively assuming funds becoming available following a successful November 2016 State Facilities Bond election. Should the District garner State Aid reimbursements funds prior to this timeframe, the timeline will be revisited. An additional Special Day Classroom at Ritcher, a new classroom building at a middle school, and Pre-Kindergarten facilities at Harrington and Lemonwood have been added to Phase 1 at the District's direction.

TABLE 3: MASTER SCHEDULE AND BUDGET: PHASE 1

| Phase 1 (2013-2017) | | | | |
|--|-----------|--------------------|--------------------|----------------------|
| Project | Year | | Budget | Variance |
| Acquire Site New Elem. K-5 | 2013 | | \$7,625,000 | \$0 |
| Acquire Site New MS Site | 2014 | | \$60,000 | \$0 |
| Acquire Site New SE Elem | 2014/2015 | | \$60,000 | \$0 |
| Design & Reconstruct Harrington Elem. K-5 | 2013/14 | | \$23,127,171 | \$0 |
| Design & Reconstruct Lemonwood K-8 | 2013/17 | | \$31,402,250 | \$0 |
| Design & Reconstruct Elm Elem. K-5 | 2015/2016 | | \$20,170,543 | \$0 |
| Design & Improve K-5 Kindergarten Facilities | 2013-2014 | | | |
| Ritchen | 2013 | \$583,523 ** | | \$226,949 |
| Brekke | 2013 | \$262,050 | | \$1,689 |
| McAuliffe | 2013 | \$299,954 | | \$31,555 |
| Driffill | 2014 | <u>\$2,477,832</u> | | <u>\$0</u> |
| Est. Subtotal Kindergarten Facilities | | | \$3,623,359 | \$260,193 |
| Design & Construct Science Labs | | | | |
| Chavez Science Labs K-8 | 2013 | \$586,632 | | \$438 |
| Curren Science Labs K-8 | 2013 | \$546,412 | | (\$1,044) |
| Kamala Science Labs K-8 | 2013 | \$544,028 | | (\$3,519) |
| Haydock Science Labs 6-8 & Utility Upgrades | 2013 | \$1,012,069 | | \$39,623 |
| Fremont Science Labs 6-8 & Utility Upgrades | 2013 | <u>\$1,659,474</u> | | <u>\$15,988</u> |
| Est. Subtotal Science Labs | | | \$4,348,616 | \$51,487 |
| Pre-Kindergarten Improvements | | | | |
| Harrington | 2015/16 | \$893,776 | | \$893,776 |
| Lemonwood | 2017/18 | <u>\$860,386</u> | | <u>\$860,386</u> |
| Est. Subtotal Pre-Kindergarten Improvements | | | \$1,754,162 | \$1,754,162 |
| New Middle School Classroom Addition | 2015/16 | | \$5,090,519 | \$5,090,519 |
| FF&E Allowance | 2015 | | \$133,320 | (\$311,680) |
| Additonal Academy Improvements | 2014 | | \$0 | \$0 |
| Technology | 2013-2015 | | \$11,201,175 | \$0 |
| Program Reserve | 2013-2017 | | \$10,859,611 | \$684,468 |
| Est. Ending Fund Balance | | | <u>\$5,660,468</u> | <u>(\$4,497,554)</u> |
| | | Est. Total | \$125,116,194 | \$3,031,595 |

*Current dollars

**Includes New Special Day Classroom

PHASE 2

Table 4 on the following page indicates the total budgets and anticipated scheduled start dates for Phase 2 projects. As reported in July 2014, In Phase 2, the design and construction of the gym/multipurpose rooms at all six sites remain on schedule.

TABLE 4: MASTER SCHEDULE AND BUDGET: PHASE 2

| Phase 2 (2018-2020) | | | |
|---|------------|--------------------|--------------------|
| Project | Year | | Budget |
| Design & Construct K-8 Multipurpose Room | | | |
| Chavez | 2020 | \$2,007,579 | |
| Curren | 2020 | \$4,581,500 | |
| Kamala | 2020 | \$2,084,539 | |
| Driffill | 2020 | <u>\$3,893,970</u> | |
| Est. Subtotal K-8 Multipurpose Room | | | \$12,567,588 |
| Design & Construct 6-8 Gym/Multipurpose Room | | | |
| Fremont | 2019 | \$5,557,436 | |
| Haydock | 2019 | <u>\$5,557,436</u> | |
| Est. Subtotal 6-8 Gym/Multipurpose Room | | | \$11,114,871 |
| Technology | 2020 | | \$4,714,613 |
| Program Reserve | 2018-2020 | | \$2,839,707 |
| Est. Ending Fund Balance | | | <u>\$4,657,711</u> |
| | Est. Total | | \$35,894,491 |

*Current dollars

Phase 2 also includes additional funds for the planned redeployment of technology in 2020, in the amount of \$4.7 million. These funds will provide the District with the opportunity to replace and upgrade devices as appropriate to keep pace with the rapidly changing market for instructional technologies. In the case of unplanned Program changes, or unforeseen costs that may arise throughout the implementation of the Program objectives, an additional and appropriate program reserve is projected. The Program Reserve remains unchanged from the July 2014 report; however the Estimated Ending Fund Balance has increased due to the change in the available proceeds from future anticipated bond issuances.

PHASE 3

Phase 3 is dedicated to the design and construction of multi-purpose room support facilities and improved Kindergarten spaces at K-5 school sites, as indicated in [Table 5](#) below. Phase 3 design and construction improvements remain on schedule as reported in July 2014.

TABLE 5: MASTER SCHEDULE AND BUDGET: PHASE 3

| Phase 3 (2021-2025) | | | |
|---|-----------|--------------------|--------------|
| Project | Year | | Budget |
| Design & Construct K-5 Multipurpose Room | | | |
| Marina West | 2026 | \$3,511,836 | |
| Rose | 2024 | \$4,812,469 | |
| Sierra Linda | 2023 | \$3,197,339 | |
| Brekke | 2026 | \$697,557 | |
| McAuliffe | 2022 | \$1,440,725 | |
| Ramona | 2022 | \$1,755,474 | |
| Ritchen | 2021 | <u>\$3,269,888</u> | |
| Est. Subtotal K-5 Multipurpose Room | | | \$18,685,288 |
| Design & Improve K-5 Kindergarten Facilities | | | |
| McKinna | 2021 | \$1,307,554 | |
| Marina West | 2021 | \$2,515,166 | |
| Rose | 2022 | \$3,180,218 | |
| Sierra Linda | 2021 | <u>\$1,827,226</u> | |
| Est. Subtotal Kindergarten Facilities | | | \$8,830,164 |
| Technology | 2025 | | \$8,258,514 |
| Program Reserve | 2021-2025 | | \$3,577,396 |
| Est. Ending Fund Balance | | | \$2,080,516 |
| Est. Total | | | \$41,431,877 |

*Current dollars

Phase 3 also accommodates additional technology deployments to replace aging technology, infrastructure upgrades, and other related upgrades, in the amount of \$8.2 million. No adjustments are recommended at this time for the technology deployment allowance, or any other project budgets included in Phase 3 of the Program.

1.5 MASTER BUDGET

The Board of Trustees, upon adoption of the Facilities Implementation Plan at the January 16, 2013 meeting, approved a Program Master Budget, including a list of approved projects to achieve the stated goals of the plan. The previous three semi-annual reports made appropriate adjustments to both the sources and uses of program funds to ensure the most effective allocation of resources.

Table 6 indicates the District’s planned investments at each school site, with the total Program budget for each site listed in the first column, followed by the budget break-out for each phase in the subsequent three columns. The information provided in the tables included in Section 1.4 provide more detail for what project types are included in the Master Budget table below for each school site.

The Master Budget includes actual expenditures for Project 1 as well as the addition of Pre-Kindergarten facilities at the new Harrington and Lemonwood sites and the capacity improvements at a middle school. The Master Budget has been adjusted to approximately \$202.4 million. This decrease in the

overall program cost is attributed to a more efficient use of anticipated ending balances within Phases 1 and 3 resulting in decreases in ending fund balances in the respective Phases.

TABLE 6: MASTER BUDGET BY SCHOOL SITE

| School Site | Est. Amount | Phase 1 | Phase 2 | Phase 3 |
|--------------------------------|-----------------------|-----------------------|----------------------|----------------------|
| New Elm ES | \$ 20,170,543 | \$ 20,170,543 | \$ - | \$ - |
| New Harrington ES | \$ 24,020,947 | \$ 24,020,947 | \$ - | \$ - |
| Marina West ES | \$ 6,027,002 | \$ - | \$ - | \$ 6,027,002 |
| McKinna ES | \$ 1,307,554 | \$ - | \$ - | \$ 1,307,554 |
| Rose ES | \$ 7,992,686 | \$ - | \$ - | \$ 7,992,686 |
| Sierra Linda ES | \$ 5,024,564 | \$ - | \$ - | \$ 5,024,564 |
| McAuliffe ES | \$ 1,740,679 | \$ 299,954 | \$ - | \$ 1,440,725 |
| Brekke ES | \$ 959,607 | \$ 262,050 | \$ - | \$ 697,557 |
| Marshall ES | \$ - | \$ - | \$ - | \$ - |
| Ramona ES | \$ 1,755,474 | \$ - | \$ - | \$ 1,755,474 |
| Ritchen ES | \$ 3,853,411 | \$ 583,523* | \$ - | \$ 3,269,888 |
| New Lemonwood K-8 | \$ 32,262,636 | \$ 32,262,636 | \$ - | \$ - |
| Driffill K-8 | \$ 6,371,802 | \$ 2,477,832 | \$ 3,893,970 | \$ - |
| Chavez K-8 | \$ 2,594,211 | \$ 586,632 | \$ 2,007,579 | \$ - |
| Curren K-8 | \$ 5,127,912 | \$ 546,412 | \$ 4,581,500 | \$ - |
| Kamala K-8 | \$ 2,628,568 | \$ 544,028 | \$ 2,084,539 | \$ - |
| Soria K-8 | \$ - | \$ - | \$ - | \$ - |
| Frank MS | \$ - | \$ - | \$ - | \$ - |
| Fremont MS | \$ 7,216,909 | \$ 1,659,474 | \$ 5,557,436 | \$ - |
| Haydock MS | \$ 6,569,505 | \$ 1,012,069 | \$ 5,557,436 | \$ - |
| 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 | \$ - | \$ - |
| New MS Classroom Addition | \$ 5,090,519 | \$ 5,090,519 | \$ - | \$ - |
| FF&E Allowance | \$ 133,320 | \$ 133,320 | \$ - | \$ - |
| Additonal Academy Improvements | \$ - | \$ - | \$ - | \$ - |
| 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 |
| Est. Ending Fund Balance | \$ 12,398,695 | \$ 5,660,468 | \$ 4,657,711 | \$ 2,080,516 |
| Est. Total Uses | \$ 202,442,562 | \$ 125,116,194 | \$ 35,894,491 | \$ 41,431,877 |

*Includes New Special Day Classroom

1.6 EXPENDITURES UPDATE

As a part of the services provided to the District, CFW has established a budget and expenditures tracking protocol for Phase 1 projects under current implementation. 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 of the July 2014 Semi-Annual Update, the total Phase 1 budget was approximately \$122.1 million, inclusive of the program reserve. Project budgets have been reviewed and adjusted to accommodate actual expenditures and any changes to anticipated commitments. As needed, the program reserve and estimated ending fund balance will be utilized to accommodate unforeseen but required budget adjustments.

TABLE 7: FACILITIES IMPLEMENTATION PROGRAM EXPENDITURES REPORT

| Project | Budget | Fiscal Year Actuals (Expenditures) | | | | |
|---|----------------------|------------------------------------|--------------------|---------------------|--------------------|---------------------|
| | | Object Code | 2012 - 2013 | 2013 - 2014 | 2014 - 2015 | Total |
| Acquire Site New Elem K-5 | | | | | | |
| Total | \$7,625,000 | | \$7,601,124 | \$34,158 | \$0 | \$7,635,282 |
| Acquire Site New MS Site | | | | | | |
| Total | \$60,000 | | \$0 | \$14,625 | \$521 | \$15,146 |
| Acquire Site New SE Elem | | | | | | |
| Total | \$60,000 | | \$0 | \$0 | \$1,043 | \$1,043 |
| Design & Reconstruct Harrington Elem K-5 | | | | | | |
| Total | \$23,127,171 | | \$180,707 | \$1,417,721 | \$192,348 | \$1,790,776 |
| Design & Reconstruct Lemonwood Elem K-8 | | | | | | |
| Total | \$31,402,250 | | \$175,006 | \$817,688 | \$122,927 | \$1,115,620 |
| Design & Reconstruct Elm Elem K-5 | | | | | | |
| Total | \$20,170,543 | | \$0 | \$403,304 | \$126,955 | \$530,259 |
| Design & Improve K-5 Kindergarten Facilities Ritchen | | | | | | |
| Total | \$356,574 | | \$10,550 | \$63,364 | \$267,480 | \$341,393 |
| Brekke | | | | | | |
| Total | \$260,361 | | \$11,473 | \$55,041 | \$169,988 | \$236,502 |
| McAuliffe | | | | | | |
| Total | \$268,399 | | \$10,521 | \$104,617 | \$149,857 | \$264,995 |
| Driffill | | | | | | |
| Total | \$2,477,832 | | \$51,334 | \$56,711 | \$112,305 | \$220,350 |
| Total K-5 Kindergarten Facilities | \$3,363,166 | | \$83,877 | \$279,733 | \$699,630 | \$1,063,239 |
| Design & Construct Science Labs/Academies Chavez | | | | | | |
| Total | \$586,194 | | \$11,733 | \$163,069 | \$381,869 | \$556,671 |
| Curren | | | | | | |
| Total | \$547,456 | | \$11,733 | \$113,723 | \$408,221 | \$533,677 |
| Kamala | | | | | | |
| Total | \$547,547 | | \$11,733 | \$148,583 | \$385,825 | \$546,140 |
| Haydock | | | | | | |
| Total | \$972,446 | | \$62,116 | \$303,323 | \$538,976 | \$904,415 |
| Fremont | | | | | | |
| Total | \$1,643,486 | | \$83,074 | \$505,454 | \$950,073 | \$1,538,601 |
| Total Science Labs/Academies | \$4,297,129 | | \$180,388 | \$1,234,151 | \$2,664,964 | \$4,079,503 |
| FF&E Allowance | | | | | | |
| Total | \$445,000 | | \$0 | \$14,455 | \$1,105 | \$15,560 |
| Technology | | | | | | |
| Total | \$11,201,175 | | \$1,320,563 | \$7,455,662 | \$1,550,258 | \$10,326,484 |
| Program Planning | | | | | | |
| Total | \$150,000 | | \$150,000 | \$474 | \$0 | \$150,474 |
| Program Reserve | \$10,025,143 | | | | | |
| Estimated Fund Balance | \$10,158,022 | | | | | |
| GRAND TOTAL | \$122,084,599 | | \$9,691,666 | \$11,671,972 | \$5,359,750 | \$26,723,388 |

On the preceding page, [Table 7](#) provides a summary report of expenditures made for the Program during the period July 1, 2012 – October 31, 2014. 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 July 2014 Semi-Annual Update. Once the recommended budget adjustments are approved as part of this December 2014 report, subsequent expenditure reports will reflect the revised budget value.

As of October 31, 2014, approximately \$26.7 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 \$53.9 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 2:

SEMI-ANNUAL IMPLEMENTATION UPDATE

2.1 INTRODUCTION

Following delivery of the July 2014 Semi-Annual Report, the Program Team established targets for milestones to be achieved over the subsequent six month period ending December 2014. The following table lists milestones achieved during the subject time period.

| SCHOOL SITE | MILESTONE/ACCOMPLISHMENT |
|---------------|--|
| District-wide | Deployment of nearly 18,000 iPads, one for each student and each Staff Member has been completed nine (9) months ahead of the date forecast in the Master Schedule |
| District-wide | CFW assisted the District in taking necessary actions to authorize an additional bond sale in support of the Program. The Board adopted Resolution #14-13 Authorizing the issuance of the General Obligation, Election of 2012 Series C Bonds in an aggregate amount not to exceed \$16,000,000 |
| District-wide | CFW assisted the District with the request to develop plans and budgets for improved Pre-Kindergarten programs at Lemonwood and Harrington schools and an additional 8 classroom building at a middle school campus to address capacity issues. |
| District-wide | CFW worked with Cathy Kawaguchi in implementing the educational software, Gooru, which is a database that aligns with Common Core State Standards for the lesson plans and activities of teachers. |
| District-wide | Approval of Amendment #1 to Agreement #12-80 with Caldwell Flores Winters, Inc. for State Aid Services |
| Multiple 8 | Project 1 was completed in August 2014 meeting the schedule for the start of the school year, delivering 21 st Century technology at all eight (8) sites. The contractor's completion of the eight (8) sites was accomplished by exhaustive efforts to overcome unforeseen, time consuming conditions encountered at a number of Project locations. |
| Ritchen E.S. | The Board approved Amendment #001 to Agreement #12-205 for Dougherty + Dougherty to provide additional Architectural Services for Project 1 Kindergarten and Science Reconfiguration, to reconfigure classroom Four (4) at Ritchen E.S. to moderate-severe Special Day Classroom (SDC) |
| Ritchen E.S. | DSA approval has been received for the modernization plans for the SDC room on campus. |

| | |
|------------------------|---|
| McAuliffe/Fremont | CFW secured OPSC Approvals on November 14, 2014, in the amounts of: <u>\$97,580</u> for McAuliffe E.S., and <u>\$951,936</u> for Fremont Academy |
| Harrington | CFW secured OPSC Approval on November 14, 2014 in the amount of: \$11.8 million dollars. |
| Harrington | The District confirmed the direction to proceed with the Lease-Leaseback delivery method for Project 4 Harrington E.S. Reconstruction and Interim Pre-K. The Board adopted Resolution #14-22 and 14-23 Authorizing Project 4 Harrington E.S. Reconstruction and Interim Pre-K to proceed with a Construction Services Agreement with Bernards Builders under the Lease-Leaseback delivery method. |
| Harrington | CFW worked with the Assistant Superintendent, Business & Fiscal Services, and the Executive Director of Facilities Planning, Engineering & Operations to recommend to the Board the Use of Grants application for the Harrington E.S. Project. The Board adopted Resolution #14-12 to authorize the Superintendent to submit a Use of Grant Project Funding Request Application for Harrington E.S. |
| Harrington | CFW procured professional services consultants in support of Project 4 including Project inspector, soils testing lab, materials testing lab, and environmental consultant. Construction began Monday September 1, 2014. |
| Harrington | Substantial Completion for the Interim Pre-K facilities was determined by the Project Architect Monday November 24, 2014. |
| Harrington | The Interim Pre-K facilities were occupied by the NfL and CAPSLO Pre-Kindergarten Programs Monday November 24, 2014. |
| Harrington | CFW assisted the District with coordination efforts for the lease of a re-locatable Building for use as the Interim NfL Pre-K Classroom. The existing NfL Building was confirmed to be un-certifiable by DSA |
| Lemonwood | CFW procured professional services consultants for Environmental Consulting in support of the design of the project. |
| Lemonwood | Design is on track for DSA first review submittal in January, 2015. |
| Elm | Design is on track for DSA first review submittal in January, 2015. |
| Project 1 School Sites | CFW & Vanir closed out seven of the eight school site improvements for Project 1; Ritchen will remain open to complete SDC room improvements outlined in this report. |
| New Site Acquisition | The District and CFW have made presentations to City staff, LAFCO staff and the LAFCO Commission related to its efforts to acquire new sites to add to the District's K-8 capacity. The District has also officially notified the City of its intentions with respect to the site at Patterson and Teal Club Road as well as engaged in communications with the developer's representative related to testing and acquisition/securing of the site. |

2.2 PROGRAM TEAM

The District’s Program Team continues to utilize a teaming concept in order to supplement District leadership with the support and resources for managing the multidisciplinary nature of the Program. Unique professional expertise has been integrated in each of the District’s levels of program implementation. The teaming approach provides applicable resource integration as well as staff to assist with, track, and report on implementation progress as follows:

| Category | District Staff | CFW Assigned Personnel |
|---|-------------------|--|
| Overall Program | Dr. Cesar Morales | Scott Burkett/Yuri Calderon/Ernesto Flores |
| Educational Program | Cathy Kawaguchi | Janet Kliegl |
| Technology | Dan Kubilos | Jeremy Cogan |
| Finance | Lisa Cline | Emilio Flores / John Greenlee |
| Purchasing and Program Accounting | Lisa Franz | Patricia Raphael/Greg Grant |
| Facilities, State Aid & Construction | Jorge Gutierrez | Scott Burkett/Greg Grant/Greg Norman |

Mr. Greg Grant joined CFW in July 2014. He comes from TEC, a construction management firm performing work at Los Angeles International Airport (LAX). Mr. Grant has a wealth of construction experience having overseen the construction of over forty (40) public works projects, including numerous school projects. Mr. Grant joins the Program Team to work with the District’s facilities executive director and assist with the new school construction projects.

Program team meetings occur weekly or biweekly as do corresponding meetings of team members assigned to particular components of the Programs’ overall implementation. The attached exhibit to this report also identifies a chronology of all Board of Trustee meetings wherein reports were presented to the Board, policy issues were considered, and to set the overall direction of the program for the previous 12 month period. This approach sets forth the foundation from which to allocate resources to optimize the benefits that can be derived to the educational and facilities program of the District.

2.3 EDUCATIONAL RECONFIGURATION UPDATE

Educational program improvements are designed to enhance academic achievement and provide parents with a range of educational options for their children. The District set out to have children feel more connected to their neighborhood schools, provide stronger relationships with the families, increase parent involvement, allow for more flexible educational groupings of students, decrease discipline problems and increase the self-esteem of students. The reconfigured program will support K-5, K-8 and 6-8 school models. The K-5 schools will offer educational strand focuses that will be further enhanced by academy programs and reconfigured 6-8 middle schools. The K-8 schools will provide additional choice to parents and provide greater opportunities to extend select educational programs, such as Dual Language Immersion (DLI) instruction.

2.3.1 ACCOMPLISHMENTS

Following approval of this educational program, the Program Team began working to create necessary components through the execution of a 20 month work program. Over the most recent six month period between delivery of the July 2014 report and publishing of this December 2014 report, the following meetings and deliverables have been achieved:

Grade Reconfiguration Process: A major milestone has been successfully executed by the Program Team with the completion of the reconfiguration process at all of the school sites prior to the beginning of school in August 2014. The completion of Project 1 over the short summer break provided the reconfigured classrooms and science rooms necessary to achieve this goal from a facilities perspective. The K-5 Academic Strand Focuses were identified for each of the K-5 schools. Each of the K-8 schools opened with a Dual Language Immersion Program to begin at Kindergarten. Meetings were held with the District to determine what worked well and what challenges were faced with the reconfiguration. Furthermore, the Program Team identified items requiring follow-up with respect to the educational programming.

Middle School Academy Program: Each of the middle schools opened the school year as an academy with specific classes to support the chosen academy for the school site:

- Frank Marine Science and Engineering and Robotics Academy (hereafter “Frank Academy”)
 - Elective Academy classes: Oceanography, Robotics/ Maker’s Lab, Environmental Science 7-8th grades
- Fremont Environmental Science and 3-D Design Academy (hereafter “Fremont Academy”)
 - Academy Elective classes: Environmental Sciences 7-8th grades, Advanced Computer Technology, Intermediate Computer Technology, Introduction to Computer Technology
- Haydock Visual and Performing Arts and Environmental Science Academy (hereafter “Haydock Academy”)
 - Academy Elective classes: Dance, Film Arts, Chorus, Theater Arts/Drama, Environmental Science, Band: Advanced Winds and Strings, Beginning Winds and Strings, Guitar and Piano.

Project Lead the Way: Teachers received training and curriculum in the summer through Project Lead the Way. The Program Team coordinated with the site principal to schedule the piano keyboard training for the teachers at Haydock, held on Monday, October 27th. The District identified curriculum materials needed for each of these programs and ordered them with a combination of LCAP and grant funds.

Technology Commissioning: The Program Team conducted commissioning sessions for the principals at each of the K-8 and middle schools on the use of the technology features and flexible furnishings in the science labs and how teachers could use these features to support their classroom

instruction. Additional commissioning sessions were held with individual Kindergarten teachers in their classrooms.

Fundraising: Program Team members aided with a media event for the donation of piano keyboards to the Haydock Visual and Performing Arts Academy. The donated keyboards are to be used to create a keyboard lending library so that students who are participating in the piano keyboard class may check out a keyboard to practice at home. The Keyboards were donated by Yamaha and Keyboard Concepts in Oxnard.

Pre-Kindergarten Envisioning Documentation: Program Team members worked to finalize the envisioning for the early childhood development facilities desired at Lemonwood and Harrington Elementary Schools. Conceptualization of required facilities for both campuses are in progress.

Furniture Development: The Program Team developed furniture plans and configuration strategies for new classroom spaces, as well as additional existing classroom spaces that were necessitated by increased enrollment numbers. The District has received the recommendations and has begun execution of the furniture procurement process.

Equipment Orders: As part of the science lab upgrades that were completed as part of Project 1, new fume hoods were reviewed and ordered. They are scheduled to be delivered in December. These new fume hoods will provide additional flexibility for teachers as they can be moved from classroom to classroom and experiments can be viewed from all four sides of the glass-enclosed structure. The units can be stored in adjacent rooms thereby saving classroom space to be used for more functional and flexible teaching spaces for the teachers.

Curriculum Support: CFW coordinated contact between the District and Gooru, a web site that hosts lesson plans developed by teachers to support the common core state standards.

2.4 TECHNOLOGY PROGRAM UPDATE

The District's adoption of the Program in January 2013 established a framework for expanding student and teacher access to technology with a program that would provide one mobile computing device per student ("1:1") by the fiscal year ending 2016. Pursuant to this direction, deployment began with over 7,400 iPads distributed to teachers and students at eight school sites in the spring and fall of 2013. This was followed by several thousand more deployed at sites in the spring of 2014. Eight thousand (8,000) iPads were procured in the summer of 2014, for the final deployment of iPads to all Oxnard children in the fall of 2014. An estimated 18,000 iPad devices are now in circulation for use by students and teachers. This achievement completes a significant milestone of the Program and reflects a twelve to eighteen month acceleration of the original schedule.

The District's first deployment in the fall of 2013 provided important insight into the process that the District would ultimately use to handle widespread iPad deployment at all school sites. This deployment also helped the District identify needed amendments to the District's policies, procedures and site

practices. Ultimately, it provided the foundation for an effective distribution to parents and students. Given the need for District-wide annual iPad deployment, the District established two simultaneous deployment teams to accommodate distribution of devices to parents and students across all District schools. The entire district-wide distribution in 2014 was completed at all sites in nearly the same time period that was utilized in the fall 2013 deployment schedule at only eight school sites. The fall 2014 deployment schedule proceeded as shown below in [Table 8](#).

TABLE 8: 1:1 TECHNOLOGY DEPLOYMENT SCHEDULE BY SITE

| Date | Deployment Team 1 | Date | Deployment Team 2 |
|------------|-------------------|------------|-------------------|
| 9/11/2014 | Frank | 9/11/2014 | McKinna |
| 9/12/2014 | | 9/12/2014 | Haydock |
| 9/15/2014 | | | |
| 9/16/2014 | Fremont | 9/16/2014 | Driffill |
| 9/17/2014 | | 9/17/2014 | Soria |
| 9/18/2014 | Curren | 9/18/2014 | Kamala |
| 9/19/2014 | Chavez | 9/19/2014 | Marshall |
| 9/22/2014 | | | |
| 9/23/2014 | Sierra Linda | 9/23/2014 | |
| 9/24/2014 | | 9/24/2014 | Ramona |
| 9/25/2014 | | 9/25/2014 | |
| 9/26/2014 | | 9/26/2014 | |
| 9/29/2014 | | | |
| 9/30/2014 | Rose Ave | 9/30/2014 | Harrington |
| 10/1/2014 | Marina West | 10/1/2014 | |
| 10/2/2014 | | 10/2/2014 | Lemonwood |
| 10/3/2014 | 10/3/2014 | | |
| 10/6/2014 | | | |
| 10/7/2014 | Marina West | 10/7/2014 | Lemonwood |
| 10/8/2014 | Ritchen | 10/8/2014 | |
| 10/9/2014 | | 10/9/2014 | |
| 10/10/2014 | | 10/10/2014 | Elm |
| 10/13/2014 | | | |
| 10/14/2014 | McAuliffe | 10/14/2014 | Elm |
| 10/15/2014 | | 10/15/2014 | |
| 10/16/2014 | | | |

Legend

| | |
|--------------------|--|
| All Day Deployment | |
| Evening Deployment | |

As with prior deployments, the process included scheduled sessions with parents to deliver the device and provide training on setup, proper use, and safekeeping. Once a parent attended the required training session on behalf of their student(s) and completed the check-out process, the device was provided for use at home and school. Parents learned about District insurance options and the process for downloading and installing free educational content via the schools' wireless networks. The District has continued to take advantage of features and tools provided by Apple that allow staff to establish accounts on the iPads in bulk, 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.

Concurrently with these deployment efforts, the Program Team worked to improve and expand on the interoperability between iPad devices and 21st century classroom environments. Collaborative work on Project 1 school sites led to the adoption of very simple and straightforward methods for controlling interactive media on high definition television displays in the classroom. One component of this was the integration of a simple audio/video control station in each modernized classroom that enables teachers to quickly alternate between various sources (e.g. laptop, iPad via AppleTV, DVD player, etc). Teachers and site staff were provided with an overview seminar by CFW in September 2014 and were able to observe methods by which the integration of mobile devices and other new classroom equipment could transform their instructional capabilities.

Another component of iPad and classroom equipment integration allowed the District to apply an innovative solution to a long-standing instructional practice of most teachers: visually sharing 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 to the class how to write their name on the dotted line of a piece of paper; a science teacher placing a photocopied page of warm-up exercises on the screen; a social studies lesson showing a page from a book). Enabling this practice has long required either a costly addition to classroom equipment or ongoing maintenance costs, and is characterized by the devices that have been in widespread classroom use during various time periods. For example:

- 1980's and early 1990's: Overhead projectors and photocopied transparencies required expensive light bulb replacement and ongoing photocopying expenditures. A major draw-back was poor lighting of the projectors that required almost all natural light from the classroom to be eliminated.
- Mid 1990's and early 2000's: Document cameras largely replaced overhead projectors, but required compatible projectors and often were paired with SmartBoard or Promethean Board technologies; overall equipment costs continued to rise, as did the cost of replacement projector bulbs. Like overhead projectors, the typical document camera/projector setup prompts most teachers to reduce natural lighting within the classroom setting.
- Today: The District's existing iPad devices can be run in camera mode connected wirelessly to an AppleTV and high definition TV monitor. This provides identical capability to document cameras, but without the added equipment cost, as iPads are already in circulation via the District's 1:1 device program. Moreover, this solution alleviates costly projector bulb replacement, suffers no lighting limitations, and allows 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.

CFW and the District have further collaborated on solutions that enhance the use of iPads in this fashion, notably by identifying accessories that enable instructors to effortlessly position their iPads over or around learning content. Below is an example of such an accessory, the likes of which are now undergoing testing by District staff for compatibility with existing iPad protective cases, durability, and cost effectiveness.



In addition to the wireless “screen mirroring” made possible between District iPad and AppleTV devices, a similar wireless capability has been made available to existing District desktop and laptop computer hardware. Software identified by the Program Team (e.g. AirParrot) has now been made available on compatible machines where needed that enable comparable wireless screen mirroring without any additional or costly hardware. The result has been the extension of capability for the District’s installed base of existing computer equipment at minimal additional cost.

The Program established a budget of \$11,201,175 for the technology program to fund the first phase of deployment and equipment needs through the fiscal year ending 2016. As documented within this report, expenditure analysis thru October 31, 2014 accounted for technology expenditures in the amount of \$10,326,484, in line with the estimated uses of funds required to fully deploy mobile devices at all school sites. A total of \$874,691 remains available as of that date and may be anticipated as the funding source for remaining equipment needs pertaining to the Phase 1 technology deployment. These needs include the upgrading of network switching technology to better manage the increasing day-to-day bandwidth required for District-wide iPad use (e.g. 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.

The Program Team continue 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. The technology transformation timeline (see Master Schedule document) is consulted where needed to ensure that program elements are on schedule, and updated as needed to reflect completed work. A semi-annual Master Schedule update has been provided for the technology transformation program along with this report document.

A key element of future 1:1 efforts will be crafting and further integrating curriculum that utilizes iPads and other classroom technologies in the fulfillment of National Education Technology Standards (NETS)

as well as incorporation of Common Core curriculum. In collaboration with the District’s Educational Services staff, ongoing discussions are recommended for educators to share and borrow lesson plans, curriculum, recommended apps, and other learning tools. The District has put in place a variety of online collaboration and sharing tools, and in the coming academic year these tools should be further emphasized, improved, and supported so that teachers can take advantage of innovative ideas and uses of technology wherever they are reported and discovered in the District.

Similar online tools exist for students and parents to access coursework, grading, and attendance information. CFW intends to work closely with District staff in the coming months to enhance the capability and integration of these tools so as to provide students and parents a “Dashboard” portal of information that improves a family’s ability to access relevant information, educational tools and track academic achievement and progress.

2.5 STATE AID UPDATE

The Program was designed to optimize available and anticipated State aid grants for improved school facilities. The State provides periodic funding to school districts from its School Facility Program in the form of pupil grants. The Program provides new construction and modernization grants to construct new school facilities or modernize existing schools. To receive State grants, a district is required to match the grant portion of the cost of an eligible project from available district funds. The District “match” may include proceeds from local general obligation bonds, developer fees, or the general fund.

During the previous six months, the Program Team has guided seven State Aid funding applications through the multi-level approval process and has successfully completed the application process for three of these projects. These three projects will be reviewed by the State Allocation Board for completeness and placed into the “Unfunded List” along with a fourth project completed in the prior six month period. These projects are all now in the queue for funding from the State. In the last six months, the Program Team has applied for and received regulatory approvals for a number of project plans from the Division of the State Architect (DSA) and the School Facilities Planning Division (SFPD) of the California Department of Education (CDE). In addition, the Team has identified supplemental funding for site development and provided that information to the Office of Public School Construction (OPSC) for consideration of additional funding. The Program Team, while it waits for State funding to become available, will proceed with the facility program, relying on local resources, which will be enhanced or extended once that State funding becomes available.

Although the State has exhausted all of its existing bonding authority for new construction and modernization funding apportionments, CFW continues to analyze and track District eligibility for these funds in order to prepare the District for action if and when the State makes new funding available. Currently, the State is operating under emergency regulations that were approved by the Office of Administrative Law on November 1, 2012. The emergency regulations established a State Allocation Board (SAB) acknowledged list for projects that are received by the Office of Public School Construction (OPSC) after the November 1st, 2012 date. This list is called the “Applications Received Beyond Bond

Authority List.” Approved applications are placed on this list in the order of date received. These applications will be processed by OPSC and placed on the “Unfunded List” once all projects that were received prior to November 1st, 2012 have been processed. The projects received prior to November 1st, 2012 are commonly referred to as “AB55” projects. Projects received after November 1st are commonly referred to as being on the “True Unfunded List.”

2.5.1 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 \$3,778 for grades K-6 and \$3,996 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 9 summarizes the two modernization applications successfully completed by the Program Team for Project 1. These applications have been submitted to the State for acceptance by the State Allocation Board in the first quarter of 2015. Once accepted, these applications will be placed on the “Unfunded List” until State funding sources become available.

TABLE 9: PROJECT 1 MODERNIZATION ELIGIBILITY SUBMISSIONS
Estimated Modernization Apportionment – Classrooms 60-40 Program

| School Site | CDE Approved Classrooms | Pupil Grant | Site Development Grant | Total Estimated Apportionment |
|-------------|-------------------------|-------------|------------------------|-------------------------------|
| McAuliffe | 1 | \$94,450 | \$3,130 | \$97,580 |
| Fremont | 8 | \$863,136 | \$88,800 | \$951,936 |

*As the Facilities Implementation Program moves forward and as facilities age, the modernization eligibility of the District's facilities will continue to be calculated and updated for the District's consideration. The corollary Facilities Implementation Program documents to this report provide a detailed schedule for the calculation and procurement of such funds for proposed improvements.

District-wide modernization eligibility was reviewed by the Program Team and calculations were adjusted, accounting for the passage of time and changes in eligibility rules. Total eligibility dollars for classroom modernizations, including both permanent and portable facilities, were calculated to be \$29,737,242 in January of 2013. In the table below, a site by site update illustrates that the District is now estimated to be eligible for \$28,236,728 in eligible pupil grants. Several factors contribute to the changes in estimated eligibility including classrooms already submitted and awaiting State funding that have been removed from the total, or removal of portable facilities before the eligibility date eliminating those funding opportunities. The Program Team will continue to analyze all of the possible grant eligibility opportunities for the District's facilities and develop applications for these funds as they become eligible.

TABLE 10: CURRENT MODERNIZATION ELIGIBILITY

Estimated District-wide Modernization Eligibility – Classrooms 60-40 Program*

| School Site | Est. CRMs | Grant Eligibility CRMs FY 2015 | Grant Eligibility CRMs FY 2017 | Grant Eligibility CRMs FY 2021 | Total Base Pupil Grant | | | |
|--------------|-----------|--------------------------------|--------------------------------|--------------------------------|------------------------|-----------|--------------|--------------|
| Brekke | 28 | 0 | 0 | 28 | \$2,644,600 | | | |
| Chavez | 0 | 0 | 0 | 0 | 0 | | | |
| Curren | 1 | 0 | 0 | 1 | \$94,450 | | | |
| Driffill | 0 | 0 | 0 | 0 | 0 | | | |
| Elm | 19 | 0 | 0 | 19 | \$1,794,550 | | | |
| Frank | 48 | 0 | 0 | 48 | \$5,178,816 | | | |
| Fremont | 36 | 36 | \$3,884,112 | 0 | \$3,884,112 | | | |
| Harrington | 0 | 0 | 0 | 0 | 0 | | | |
| Haydock | 0 | 0 | 0 | 0 | 0 | | | |
| Kamala | 5 | 0 | 0 | 5 | \$472,250 | | | |
| Lemonwood | 15 | 5 | \$472,250 | 3 | \$283,350 | | | |
| Marina West | 14 | 4 | \$377,800 | 4 | \$377,800 | | | |
| Marshall | 0 | 0 | 0 | 0 | 0 | | | |
| McAuliffe | 35 | 0 | 33 | \$3,116,850 | 2 | \$188,900 | | |
| McKinna | 14 | 0 | 7 | \$661,150 | 7 | \$661,150 | | |
| Ramona | 24 | 0 | 0 | 24 | \$2,266,800 | | | |
| Ritchen | 29 | 0 | 27 | \$2,550,150 | 2 | \$188,900 | | |
| Rose | 3 | 0 | 0 | 3 | \$283,350 | | | |
| Sierra Linda | 16 | 0 | 8 | \$755,600 | 8 | \$755,600 | | |
| Soria | 0 | 0 | 0 | 0 | 0 | | | |
| | 287 | 45 | \$4,734,162 | 82 | \$7,744,900 | 160 | \$15,757,216 | \$28,236,278 |

* Current dollars

2.5.2 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 \$9,921 for grades K-6 and \$10,491 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.

Based on actual CBEDS/CALPADS data as of November 2014 and further verification of existing facilities, a preliminary estimate suggests the District may be eligible for up to \$66 million of State grants for new construction. This does not include the estimated cost of land acquisition, if necessary. Of this total, approximately \$56 million is available for grades K-6 facilities and the balance for 7-8 grade levels. These amounts are subject to a local match requirement by the District. 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 as previously referenced.

TABLE 11: NEW CONSTRUCTION STATE FUNDING ELIGIBILITY

| Estimated New Construction Eligibility – 50/50 Program* | | | | | |
|---|----------------------|----------------------------------|------------------------|------------------------|----------------------|
| Grade Level | Est. Eligible Pupils | Est. Grant/Pupil Effective 01-14 | Est. State Grant (50%) | Est. Local Match (50%) | Project Total (100%) |
| K-6 | 5,691 | \$9,921 | \$ 56,460,411 | \$ 56,460,411 | \$ 112,920,822 |
| 7-8 | 932 | \$10,491 | \$ 9,777,612 | \$ 9,777,612 | \$ 19,555,224 |
| | | | Total | \$ 66,238,023 | \$ 132,476,046 |

* Current dollars

2.5.3 NEW CONSTRUCTION PROJECTS SUBMITTED TO THE STATE FOR APPORTIONMENT

The table below summarizes the completion of two New Construction applications, by the Program Team submitted for acceptance by the State, and placement on the “Unfunded List.”

TABLE 12: NEW CONSTRUCTION APPLICATION SUBMISSIONS

| School Site | Pupil Grants | Est. State Apportionment |
|-------------|--------------|--------------------------|
| Southwest * | 630 | \$ 4,838,306 |
| Harrington | 833 | \$11,846,936 |

*Land Acquisition Only

The designs for the new Lemonwood and Elm Projects are nearly complete and will be submitted to DSA for approval in the next quarter. Once DSA has approved the projects, the Program Team will submit applications for eligible funding totaling approximately \$29 million. The Driffill Kindergarten project has received DSA approval and has been submitted to CDE for approval. Upon CDE approval, the Program Team will submit an application for matching State funds for an estimated \$1.5 million. This includes additional grants for the conversion of Driffill to a K-8 school. These three projects offer a projected increase in possible State funding eligibility of \$30.5 million dollars.

2.5.4 APPLICATIONS FOR PREVIOUS PROJECTS

In addition to analyzing State Aid eligibility for current projects, the Program Team has reviewed several previously completed District projects to determine if those construction projects qualify for State Aid grants. The projects reviewed include those completed in 2005 and thereafter. The OPSC states that all current regulations and requirements must be satisfied in order to submit a request for reimbursement. Projects at two school site may satisfy these requirements and are listed in **TABLE 13** on the following page.

TABLE 13: PREVIOUSLY COMPLETED PROJECTS ELIGIBLE FOR STATE FUNDING

| School | Est. Eligible Pupils | Est. Grant/Pupil Effective 01-14 | Est. State Apportionment |
|-----------|----------------------|----------------------------------|--------------------------|
| Haydock | 825 | \$3,996 | \$ 3,296,700 |
| Lemonwood | 400 | \$3,778 | \$ 1,511,200 |
| | | Total | \$ 4,807,900 |

* Current dollars

2.5.5 2014 STATE FACILITIES BOND

Assembly Bill (AB) 2235 calling for an Education Facilities Bond was proposed to be placed on the November 2014 ballot, however AB 2235 did not receive the necessary support from the Governor and was omitted from the November 2014 ballot. Due to the lack of proceeds from a new State Facilities Bond the Governor has indicated plans to transfer approximately \$381 million in current State funds to

provide funding for new construction and modernization grants as a possible bridge to a future State Facilities Bond. In an attempt to garner a portion of the proposed \$381 million in proposed State funds, the District has continued to submit applications for State aid funding and reimbursements. The school community is currently developing alternatives to address this and is exploring ways to fund facilities in the interim.

2.6 WORFORCE OUTREACH UPDATE



The Oxnard@Work outreach program was established in conjunction with the District’s Facilities Implementation Program to communicate employment and contracting opportunities for individuals and businesses in the construction trades. The ancillary community benefit of this program is to fuel economic growth in the community and allow local workers and/or trade contractors the opportunity to effectively bid on public works projects.

The goals of this outreach program are to provide an ongoing resource for the local Oxnard community, a centralized location for Program information, and provide for widespread communication for the upcoming District’s projects.

To support each and every one of these goals, Oxnard@Work has insured that opportunities to participate in the Program work are communicated efficiently and accurately in order to provide all interested local, labor, and contractor groups the opportunity to be a part of the construction process. The Program Team established a dedicated phone line, a dedicated webpage, and a public online planroom site (ARC Planwell) designed to provide a single database to manage the necessary contact information for interested contractors and workers. Additionally, the above logo has been utilized on all related materials to clearly identify and promote the program.

To demonstrate interest in upcoming projects, contractors and local workers are asked to download and fill out interest forms and prequalification applications. The availability of the forms and prequalification applications’ is communicated through the webpage, community flyers, general contractors assigned to preconstruction services contracts, a public planroom site, public service announcements (PSAs), direct solicitation, and direct mail marketing. The outreach program benefits are implemented upon the demonstration of the contractor’s interest.

A system was developed to monitor the effectiveness of the program and to report this information to the District. The charts below illustrate the outcome of this program and clearly demonstrates the major accomplishment of this program in maximizing “local participation” through a “good faith” effort,

thereby providing jobs and contracting opportunities in the Oxnard community and Ventura County. The program has promoted local and minority owned/veteran owned business that may not have participated if they had not been made aware of the Program and the various projects that make up the Program.

2.6.1 ACCOMPLISHMENTS

The table below shows that 61% of the subcontractors utilized for Project 1 efforts were represented by various unions, exceeding the regional average by over 450% and the LAUSD/LACCD average by over 200%. For comparison, the national Union Shop workforce utilization average is 12%, the State average is 14% and the regional average is 13%, per the 2013 US Bureau of Labor Statistics.

TABLE 14: PROJECT 1 OXNARD@WORK PERFORMANCE CHART

Project 1: Science and Kindergarten Improvements – Subcontractor List for Vanir

| | Trade | Company Name | Union | Local Contractor | ARC Oxnard @ Work |
|----|--------------------|------------------------------|--------------|-------------------------|--------------------------|
| 1 | Demolition | Craftsman Concrete Cutting | Yes | No | Yes |
| 2 | Concrete & Masonry | Trademarks | Yes | Yes | No |
| 3 | Framing | Pacific Interiors | Yes | Yes | Yes |
| 4 | Framing | West Coast Structures | No | Yes | No |
| 5 | Doors | Doortek International | Yes | No | Yes |
| 6 | Glazing | Santa Barbara Glass Company | Yes | Yes | No |
| 7 | Ceramic Tile | | | | |
| 8 | Floors | Reliable Floorcovering | Yes | Yes | Yes |
| 9 | Casework | DHK Solutions, Inc. | No | No | No |
| 10 | Painting | OHE Painting & Wallcovering | No | No | Yes |
| 11 | Acoustical Ceiling | CG Acoustics | Yes | No | Yes |
| 12 | Plumbing | RC Scheu Plumbing | No | No | No |
| 13 | HVAC | Churchill's Heating & Air | Yes | Yes | Yes |
| 14 | Electrical | Zeller Electric Corp. | Yes | Yes | Yes |
| 15 | Fire Sprinkler | Trade | Yes | No | Yes |
| 16 | Fire Sprinkler | RC Scheu Plumbing | No | No | No |
| 17 | Specialties | Claridge Products | Yes | No | Yes |
| 18 | Specialties | "Z" Product | No | No | No |
| 19 | Specialties | Stumbaugh & Associates, Inc. | No | No | Yes |

Of the nineteen (19) subcontractors, one third of them, or more specifically 37% were from the local area surrounding Oxnard. Again, for comparison, the LAUSD and LACCD Voluntary Local Hire Standards are set at 25%.

TABLE 15: PROJECT 4 OXNARD@WORK PERFORMANCE CHART

Project 4: Harrington Elementary School – Subcontractor List for Bernards Brothers

| | Trade | Company Name | Union | Local Contractor | ARC Oxnard @ Work |
|----|---------------------------|---------------------------------|-------|------------------|-------------------|
| 1 | Demolition | Standard Industries | No | Yes | Yes |
| 2 | Survey | Hardy Engineering Inc. | No | Yes | Yes |
| 3 | Concrete | Frazier Masonry Corp | No | No | Yes |
| 4 | Light Weight Concrete | Insul Flow Inc. | No | No | No |
| 5 | Rebar | Vista Steel Corp. | Yes | Yes | Yes |
| 6 | Masonry | Lindero Masonry | Yes | Yes | Yes |
| 7 | SS & Metal Deck | BAS Engineering | No | No | No |
| 8 | Rough Carpentry & Cerr | JMW Truss | No | No | Yes |
| 9 | Millwork | DHK Solutions Inc. | Yes | No | Yes |
| 10 | Waterproofing | Systems Waterproofing Inc. | No | Yes | No |
| 11 | Insulation | DJ Insulation | No | Yes | Yes |
| 12 | Roofing | Ferguson & Melvin Co. | No | No | Yes |
| 13 | Sheet Metal | Merit Metal Products | Yes | Yes | Yes |
| 14 | Doors, Frames, & Hardv | Star Hardware | No | No | No |
| 15 | Glazing | Center Glass Company | No | Yes | Yes |
| 16 | Plastering | Freeman L & P Corp. | No | No | Yes |
| 17 | Drywall | Progression Drywall Corp. | Yes | No | Yes |
| 18 | Ceramic Tile | Visalia Ceramic Tile Inc. | No | No | Yes |
| 19 | T-Bar Ceiling | Hamilton Ceiling Systems | Yes | No | Yes |
| 20 | Flooring | Donald M. Hoover Company | Yes | No | Yes |
| 21 | Painting | Vanguard Painting Inc. | Yes | No | Yes |
| 22 | Flag Pole | Navajo Building Specialties | No | No | No |
| 23 | Display & Tackable Wall | ABC School Equipment | Yes | No | No |
| 24 | Signage | Signs of Success | No | No | Yes |
| 25 | Toilet Partitions & Accs. | YTI Enterprises | No | No | Yes |
| 26 | Fire Extinguishers | Nystrom | No | No | No |
| 27 | Food Service Equipmen | Kamran & Co. | No | Yes | Yes |
| 28 | Playground Equipment | Great Western Park & Playground | No | No | No |
| 29 | Window Blinds | A-1 Quality Blinds | No | No | No |
| 30 | Elevator | Republic Elevator | Yes | Yes | Yes |
| 31 | Fire Sprinklers | Superior Fire Inc. | No | Yes | Yes |
| 32 | Plumbing | ASA Plumbing | No | No | No |
| 33 | HVAC | Climate Control Company | No | Yes | Yes |
| 34 | Electrical | Berg Electric | No | No | Yes |
| 35 | Earthwork | Damar Construction | Yes | Yes | Yes |
| 36 | AC Paving | Pave West | No | No | No |
| 37 | Striping & Markings | Interstate Striping & Signs | Yes | Yes | Yes |
| 38 | Site Concrete | B & M Contractors | No | Yes | Yes |
| 39 | Landscape | Advanced Landscape | No | No | No |
| 40 | Site Utilities | Tierra Contracting | Yes | Yes | Yes |

Since its’ inception, the Oxnard@Work site has had 403 visitors. On Project 4, shown in the above table, 29 of those visitors became listed subcontractors, and 16 of those visitors were local firms. The result is that the District’s facility Program will return more than \$4.5 million to the local economy as a direct result of the local hires on this project. Additionally, this project exceeded regional Union workforce utilization averages by more than 200%, with a utilization rate of 33%. It also achieved a rate of 40% utilization of local firms.

SECTION 3:

PROJECT UPDATES

Phase 1 projects have made significant progress since the July 2014 Semi-Annual Report. This section provides summaries and updates on the current status of each project as well as detailed descriptions of any adjustments to project budgets and schedules, if required at this time.

3.1 PROJECT 1: KINDERGARTEN & SCIENCE RECONFIGURATION

3.1.1 OVERVIEW

Project 1 of the Facilities Implementation Program completed various modernization upgrades to eight (8) school sites across the District in support of the August 2014 grade reconfiguration for Kindergartens and science instructional facilities. The eight (8) sites included in Project 1 were as follows:

Kindergarten Improvements: Brekke, McAuliffe and Ritche Elementary Schools.

K-8 Science Lab Modernizations: Chavez, Curren, and Kamala Elementary Schools.

Academy Science Upgrades: Fremont and Haydock Academies.

3.1.2 CONSULTANT ASSIGNMENTS:

Architect of Record: Dougherty + Dougherty Architects, LLP

Lease-Leaseback Construction Manager: Vanir Construction Management, Inc.

Program Manager: Caldwell Flores Winters, Inc.

3.1.3 PROJECT STATUS UPDATE:

With the exception of Ritche, Curren and Chavez, this project has been close-out certified through the DSA Process. Ritche will remain open in order to complete improvements to the Special Day Classroom programmed for the summer of 2015. Curren and Chavez are precluded from being officially closed out until the District closes-out the previous modernization projects. Warranty claims are being completed by Vanir Construction Management, Inc.

3.1.4 PROJECT BUDGET UPDATE:

Construction improvements for Project 1 Kindergarten and Science Reconfiguration are complete. The Project 1 overall budget was increased to include adjustments to the project and unforeseen circumstances. The budget reflects those changes to scope and existing changed conditions not included in the final Guaranteed Maximum Price (“GMP”). The increase to total budgeted dollars for Project 1 is \$150,090.

3.1.5 PROJECT SCHEDULE UPDATE:

McAuliff Elementary School – Kindergarten Reconfiguration

- The project has been “Final” Inspected and is awaiting certification by DSA.

Brekke Elementary School – Kindergarten Reconfiguration

- The project has been completed and closed by DSA.

Ritchen Elementary School – Kindergarten Reconfiguration

- The project will remain open until the Ritchen SDC classroom is completed.

Chavez Elementary School – K-8 Science Lab Reconfiguration

- The project has been “Final” Inspected and is awaiting certification by DSA.

Curren Elementary School – K-8 Science Lab Reconfiguration

- The project has been “Final” Inspected and is awaiting certification by DSA.

Kamala Elementary School – K-8 Science Lab Reconfiguration

- The project has been “Final” Inspected and is awaiting certification by DSA.

Fremont Academy – Middle School Science Lab Reconfiguration

- The project has been completed and closed by DSA.

Haydock Academy – Middle School Science Lab Reconfiguration

- The project has been completed and closed by DSA.

3.2 PROJECT 2: DRIFILL KINDERGARTEN RECONFIGURATION

3.2.1 OVERVIEW

Project 2 of the Program provides for the construction of a new Kindergarten building at the Drifill school site to replace aging facilities and ensure that the campus is prepared for extended day Kindergarten programs to be launched in August 2014.

3.2.2 CONSULTANT ASSIGNMENTS:

Architect of Record: Flewelling & Moody Architects.

Construction Manager: EUR Consulting.

Project Surveyor: MNS Engineering

Geotechnical Engineer: Rybak Engineering

Project 2 is being managed by the Executive Director of Facilities Planning, Engineering, & Operations, and is not within CFW's program management scope of work.

3.2.3 PROJECT STATUS UPDATE:

DSA approval was received on the project in October 2014. The project was put out for public bid and the bid opening date was November 21, 2014. The assumed low bid is approximately \$2.1 million. The District has requested the design team identify additional cost savings opportunities and to develop a new set of documents to re-bid with the goal of reducing the overall cost of the project.

A portion of off-site work required to re-route an existing City sewer main line was approved by the City of Oxnard and has been completed.

3.2.4 PROJECT BUDGET UPDATE:

Pursuant to the Board's approval of the Facilities Implementation Program Semi-Annual report's recommended budget adjustments, the Project 2 total budget has an approved amount of:

Project 2 Total Budget - \$2,477,832.00

This total budget figure includes line items for construction hard costs, soft costs, and District reserve for the project. The project team is providing cost savings opportunities to keep within the project budget, however a minor budget adjustment may be required.

3.2.5 PROJECT SCHEDULE UPDATE:

The Project 2 schedule has been delayed due to a longer than anticipated DSA review process duration. The project was originally scheduled to require four months of DSA review time, including a scheduled submittal date of September 10, 2013, and a scheduled DSA approval date of January 20, 2014. The District has received final DSA approval. Per the Executive Director of Facilities, the project construction schedule has been adjusted for an anticipated construction start in the first quarter of 2015, and completion in September 2015.

Current Schedule: *Start* (2/15/2013) *Finish* (8/8/2014)
Recommended Schedule: **Start** (2/15/2013) **Finish** (9/15/2015)

Current Construction Schedule Breakdown
Start (1/22/2014) *Finish* (8/8/2014)

Recommended Construction Schedule Breakdown
Start (3/15/2015) ***Finish*** (9/15/2015)

**Note: Construction finish dates reflected above indicate substantial completion dates. Close out is typically an additional six (6) months.*

3.2.6 PROJECT SCOPE OF WORK UPDATE:

Construct four (4) new Kindergarten classrooms, demolish existing classroom building #8, remove three (3) portables, and enhance exterior finishes and site work to improve the aesthetics of existing buildings.

3.3 PROJECT 3: LEMONWOOD RECONSTRUCTION

3.3.1 OVERVIEW

Project 3 provides for the replacement of the aging facilities at the Lemonwood Elementary School site with a new school facility. The new school is being designed to serve as a K-8 school for up to 900 students at state loading standards.

3.3.2 CONSULTANT ASSIGNMENTS:

Architect of Record: SVA, Inc.

Construction Manager (preconstruction): Swinerton Builders

Geotechnical Engineering Consultant: Construction Testing & Engineering (CTE), Inc.

Hazardous Materials Survey Consultant: Cardno ATC

Project Surveyor: Jensen Design & Survey

Program Manager: Caldwell Flores Winters, Inc.

3.3.3 PROJECT STATUS UPDATE:

The Lemonwood project is proceeding on schedule with development of construction documents in anticipation of submitting the designs to DSA in January 2015, upon Board approval. The scheduled start date for the construction of the new school is anticipated to be in FY2017 based on the State's decision not to go forward with a new State Funding Bond measure. As eligible State Aid becomes available again, updates will be made and schedules will be adjusted appropriately.

3.3.4 PROJECT BUDGET UPDATE:

Pursuant to the Board’s approval of the Facilities Implementation Program Semi-Annual report’s recommended budget, the Project 3 total budget has an approved amount of:

Project 3 Total Budget - \$31,402,250.00

This total budget figure includes line items for construction hard costs, soft costs, and District reserve for the project. No adjustments are recommended to the Project 3 budget at this time.

3.3.5 PROJECT SCHEDULE UPDATE:

It should be noted that under the approved phasing plan, Phase 1, which includes the main 2-story classroom building and a majority of the new playfields and hard court areas, has been projected to begin construction in 2017 due to the recent decision made by the Governor to not place a new School Bond Measure on the November 2014 ballot. The new date is adjusted to accommodate a new ballot measure in 2016. Phase 2, which includes the new administration and multi-purpose room buildings and Phase 3, which is the final phase and includes the new Kindergarten quad and final site work, follow Phase 1 under the adjusted schedule.

Current Schedule: Start (9/5/2017) Finish (3/19/2020)

Construction Phasing Breakdown

| | | | | |
|----------------|--------------|-------------------|---------------|--------------------|
| <i>Phase 1</i> | <i>Start</i> | <i>(9/5/2017)</i> | <i>Finish</i> | <i>(8/31/2018)</i> |
| <i>Phase 2</i> | <i>Start</i> | <i>(9/1/2018)</i> | <i>Finish</i> | <i>(8/31/2019)</i> |
| <i>Phase 3</i> | <i>Start</i> | <i>(9/1/2019)</i> | <i>Finish</i> | <i>(3/19/2020)</i> |

**Note: Construction finish dates reflected above indicate substantial completion dates. Close out is typically an additional six (6) months.*

3.3.6 PROJECT SCOPE OF WORK UPDATE:

Since the prior July 2014 Semi-Annual Report, the project design remains on track and the scope has remained consistent with that reported in the July 2014 Semi-Annual Report. The design process will be completed soon and submitted to the Board for submission to DSA in the first quarter of 2015.

3.4 PROJECT 4: HARRINGTON RECONSTRUCTION

3.4.1 OVERVIEW

Project 4 provides for replacement of the existing Harrington Elementary School buildings with a new school facility. The new school will serve as a K-5 school with a capacity for up to 700 students at state loading standards.

3.4.2 CONSULTANT ASSIGNMENTS:

Architect of Record: Dougherty + Dougherty Architects, LLP

Lease-Leaseback Contractor: Bernards Brothers, Inc.

Geotechnical Engineering Consultant: Koury Engineering & Testing, Inc.

Hazardous Materials Survey Consultant: Encorp Environmental

Materials Testing & Special Inspections Laboratory: Earth Systems

Project Inspection Consultant: Knowland Construction Services, Inc.

Project Surveyor: WM Surveys, Inc.

3.4.3 PROJECT STATUS UPDATE:

The Lease-Leaseback Construction Services Agreements #14-21, #14-22 and #14-23 between the Oxnard School District and Bernards Brothers, Inc. was Board approved Wednesday August 20, 2014. Construction activities began Monday September 1, 2014, nearly five months ahead of schedule. The Project was planned to be executed in three (3) phases: (1) Interim Pre-K facilities, (2) New main school, and (3) Demolition of existing campus buildings. Bernards began the Work of Phase I and Phase II concurrently. The construction progress and scheduling will provide for the completion of the new building foundations and underground utility ahead of schedule and will provide buffer for other delays and days lost to rain.

3.4.4 PROJECT BUDGET UPDATE:

There is no change to the Board's approved Project 4 total budget of:

Project 4 Total Budget - \$23,127,171.00

Project Commitments

| | |
|---|-----------------|
| <i>Architect of Record:</i> Dougherty + Dougherty Architects, LLP | \$ 1,207,287.00 |
| <i>Lease-Leaseback Contractor:</i> Bernards Brothers, Inc. | \$19,010,749.00 |
| <i>Geotechnical Engineering Consultant:</i> Koury Engineering & Testing, Inc. | \$ 60,014.00 |
| <i>Hazardous Materials Survey Consultant:</i> Encorp Environmental | |
| <i>Materials Testing & Special Inspections Laboratory:</i> Earth Systems | \$ 94,700.00 |

Project Inspection Consultant: Knowland Construction Services, Inc.

\$ 235,584.00

Project Surveyor: WM Surveys, Inc.

3.4.5 PROJECT SCHEDULE UPDATE:

Phase I Interim Pre-K Facilities construction activities began Monday September 1, 2014. Phase 1 was deemed “Substantially Completed” as of Monday, November 24, 2014. Phase 2 New School Construction is on-schedule for Substantial Completion December 15, 2015.

3.4.6 PROJECT SCOPE OF WORK UPDATE:

The project includes the replacement of the Harrington campus on the existing school site, with minimal disruption to the existing school site which will remain in operation throughout the design and construction of the new school facilities. The project’s new facilities will include a 2-story classroom building, multi-purpose room, administration building, Kindergarten classrooms, student information center/library, playfields, and hard courts areas. The new school will include twenty-eight (23) general purpose classrooms, four (4) Kindergarten classrooms, and one (1) special day classroom, in addition to an RSP room, speech and psychology rooms, and general academic support facilities. As the new school is completed, existing buildings will be demolished and new play fields, hard court areas, and site work will be constructed. Building 3 of the existing campus along with the existing administration building will be preserved and repurposed to provide early childhood education services (preschool) for the District. During construction, interim Pre-Kindergarten facilities will be provided for the Buenaventura Migrant Head Start and the District’s NFL pre-school on the Harrington site. Both programs will be permanently relocated in Building 3 and the existing administration building once the new school and all modernization of those facilities is complete.

3.5 PROJECT 5: ELM RECONSTRUCTION

3.5.1 OVERVIEW

Project 5 provides for the replacement of the aging facilities at the Elm Elementary School site with a new school facility. The new school is being designed to serve as a K-5 school for up to 600 students at state loading standards.

3.5.2 CONSULTANT ASSIGNMENTS:

Architect of Record: SVA, Inc.

Construction Manager for Preconstruction Services: “Proposed”- Swinerton Builders

Geotechnical Engineering Consultant: Earth Systems Southern California

Hazardous Materials Survey Consultant: EORM

Project Surveyor: Wagner Engineering & Survey, Inc.

Program Manager: Caldwell Flores Winters, Inc.

3.5.3 PROJECT STATUS UPDATE:

The project is on track to be presented to the Board for approval to go to DSA at a regularly scheduled January 2015 Board Meeting. The Construction Management firm originally hired for preconstruction services on the project was Seward L. Schreder Construction, Inc. (SLS). Due to circumstances beyond their control, SLS requested to be released from their contract with the District to provide preconstruction services. CFW collaborated with the District to determine options for replacing SLS. Swinerton Builders, who ranked 2nd at the time of CM proposal review, was the next qualified CM to provide preconstruction services. Pending approval by the Board at a regularly scheduled board meeting in January 2015, Swinerton Builders will be offered a preconstruction services contract to complete the design process at Elm. The design should be complete and ready for the Board's consideration in late January or early February 2015.

3.5.4 PROJECT BUDGET UPDATE:

The Board's approved budget for Project 5 has not changed. The Project 5 budget is:

Project 5 Total Budget - \$20,170,543.00

This total program budget figure includes line items for construction hard costs, soft costs, and District reserve for the project. No adjustments are recommended to the Project 5 budget at this time.

3.5.5 PROJECT SCHEDULE UPDATE:

Project 5 remains on schedule for start of construction in June 2015, and project completion by August 2016. There are no recommended adjustments to the program schedule for this project at this time.

Current Schedule: Start (7/1/2013) Finish (8/24/2016)

Construction Schedule Breakdown

Start (6/19/2015) Finish (8/24/2016)

**Note: Construction finish dates reflected above indicate substantial completion dates. Close out is typically an additional six (6) months.*

3.5.6 PROJECT SCOPE OF WORK UPDATE:

The project includes the replacement of the Elm 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 facilities will include a 2-story classroom building, multi-purpose room, administration building, Kindergarten classrooms, student information center/library, playfields, and hard courts areas. The new school will include twenty (20) general purpose classrooms, four (4) Kindergarten classrooms, and one (1) special day classroom, in addition to

an RSP room, speech and psychology rooms, and general academic support facilities. As the new school is completed, existing buildings will be demolished and new play fields, hard court areas, and site work will be constructed.

3.6 SOUTHWEST ELEMENTARY SCHOOL SITE ACQUISITION & DEVELOPMENT

3.6.1 PROJECT OVERVIEW:

Phase 1 activities for the Southwest School Site acquisition are complete. The site was purchased in June 2013, Mello Roos funding was secured July 9, 2013, and was approved by the Coastal Commission in May 2014. The Program Team has submitted State Facilities Program grant applications for reimbursement of site acquisition costs under the new construction program. CFW will continue to update the District on the status of the funding application, statewide bond approval status, and timeline for the receipt of reimbursement funds, when in fact they become available.

3.6.2 PROJECT STATUS UPDATE:

Information regarding this project remains as reported in the July 2014 Semi-Annual Report.

3.6.3 PROJECT BUDGET UPDATE:

Information regarding this project remains as reported in the July 2014 Semi-Annual Report.

3.7 NEW MIDDLE SCHOOL SITE ACQUISITION

3.7.1 PROJECT OVERVIEW:

The new middle school site acquisition project includes coordination and negotiations with the Teal Club developer, the City of Oxnard Planning Department, Local Agency Formation Commission (LAFCO), and other agencies and organizations to ensure that the District's intention of acquiring a twenty (20) acre parcel for a new middle school site is recognized in the City's development plans and approvals. The twenty (20) acre parcel would be acquired in parts, with eight (8) acres to be deeded to the District by the developer as a condition of its development permits. The remaining twelve (12) acres would be a negotiated purchase by the District.

3.7.2 PROJECT STATUS UPDATE:

The Program Team continues to actively pursue the securing and acquisition of this site. On July 16, 2014, the Program Team made a presentation to the LAFCO Commission that included an update on the District's plans with respect to the acquisition and construction of a middle school on the proposed site at Doris Ave and Patterson Road. The site has been reviewed and the District has received preliminary

approval from the School Facilities Planning Division of the California Department of Education. The site visits of were coordinated by CFW.

A number of meetings have been held with the District's counsel to develop a mitigation and option agreement to be presented to the Developer for negotiation. An initial draft of the proposed agreement is being actively reviewed.

A recent conversation with the developer's representative revealed the status of the environmental studies and the imminent release of a DRAFT CEQA Report for comment. As of the publishing date of this document, the Report had not been circulated.

The Program Team has recently officially communicated in writing the District's intent to construct a middle school academy at this site. Notwithstanding the numerous communications with the City regarding the proposed project, the clear statement of intent reflected in previous board adopted reports, the presentation to LAFCO (at which representatives of the City were present) and the circulation to City staff of proposed site layouts, the City maintained that the District's intent had not been communicated to City staff.

The Program Team has delivered copies of all site testing to the developer's representative and communicated the need for additional testing on the site. The Program Team continues to coordinate the site testing and discuss mitigation with the developer's representative.

The Program Team has recently reviewed this site with the CDE representative and received a preliminary green light to proceed with the testing and review process for possible acquisition.

3.8 SOUTHEAST SITE ELEMENTARY SCHOOL ACQUISITION

3.8.1 PROJECT OVERVIEW:

CFW has been tasked with identifying additional sites to relieve overcrowding in the southeast quadrant of the District. The area is heavily impacted by small school sites, aging facilities, a large number of portable buildings and a growing student population. The task CFW undertook was the identification of a viable site for the construction of a new K-5 elementary school to alleviate overcrowding in the Southeast quadrant. The new elementary school would have a master plan enrollment of between 630-700 students, based on state loading standards.

3.8.2 PROJECT STATUS UPDATE:

CFW conducted an exhaustive review of potential sites by reviewing prior studies conducted by the District and on behalf of the District, met with city officials (April 9th) to identify potential sites, and conducting physical reviews of potential new sites. Through this process, CFW identified three potential sites that had either been previously reviewed and remain available or are potential new sites. These were reported in the July 2014 Semi-Annual Report as follows:

1. Site A, located east of Rose Ave. south of the extension of Emerson Ave.
2. Site B, located near the intersection of Channel Islands Blvd. and Ventura Ave.
3. Site C, located near the intersection of Wooley Rd. and Oxnard Blvd./Hwy 1.

CFW has conducted site visits with Rob Corley of the California Department of Education and received preliminary approval for all three sites listed above.

These sites were presented to the Board of Trustees on May 7, 2014. CFW recommended initiating negotiations with the owners of the site on Channel Island Blvd. CFW held a meeting with the two primary land owners of the site on July 2, 2014. Present at this meeting were representatives of CFW, Dr. Cesar Morales, Lisa Cline, Jorge Gutierrez and the District's counsel, Al Erkel. The owners have taken an adversarial position with the District and have indicated that they would fight the District on any attempt to acquire the site through eminent domain. The landowners have stated the value of the property to be in excess of \$20 million dollars despite the fact that it had been listed for sale under \$10 million dollars in the spring of 2014.

Given the landowners position, the District has been working closely with the District's counsel to appropriately advise the District with respect to its option.

CFW made a presentation to the LAFCO Commission on July 16, 2014 outlining the District's need for a new school site in the Southeast quadrant and identified the above referenced properties as well as the proposed middle school site at Patterson Ave. and Doris Rd.

3.8.3 PROJECT SCHEDULE UPDATE:

Given the landowners' position with respect to a sale of the property to the District, CFW believes that the District will have to condemn the property. This view is shared by District's counsel. The proposed schedule update for this activity would be as follows:

Initiate eminent domain proceedings in the spring of 2015

Final acquisition of the property spring of 2017

3.9 PRE-KINDERGARTEN IMPROVEMENTS AT LEMONWOOD

3.9.1 PROJECT OVERVIEW:

New vision documents have been generated for improvement of existing spaces on the Lemonwood campus to be utilized for the provision of a Pre-Kindergarten program. It is proposed that at the completion of this project, the campus will have 2 to 3 new Pre-Kindergarten classroom spaces complete with kitchenettes and restroom facilities, as well as additional space to provide for adequate administrative support.

3.9.2 PROJECT STATUS UPDATE:

This new project is slated to begin at the completion of the new Lemonwood (Project 3) campus. The existing facilities will be occupied for the duration of construction of Project 3. Once that project is deemed ready to occupy, the students will move into the new facilities. Most of the existing facilities will be demolished, with the exception of certain Kindergarten classroom buildings that will be repurposed for Pre-Kindergarten classrooms. These classrooms will receive appropriate 21st Century modernization improvements for use as Pre-Kindergarten classrooms. Due to the timing of construction of Project 3, the Pre-Kindergarten improvements are projected to begin in 2018.

3.9.3 PROJECT BUDGET UPDATE:

The Program Team is recommending a proposed budget of:

Project Total Budget - \$860,386

This total program budget figure includes line items for construction hard costs, soft costs, and District reserve for the projects. The District staff and Program Team are recommending Board of Trustee approval of this item in the Program Master Budget and Master Schedule.

3.10 PRE-KINDERGARTEN IMPROVEMENTS AT HARRINGTON

3.10.1 PROJECT OVERVIEW:

It was contemplated as part of the reconstruction of the Harrington Elementary School that certain existing facilities would remain and be repurposed for Pre-Kindergarten use, in particular the District's NfL program and the Buenaventura Migrant Head Start. The Program Team is developing new vision documents for the improvement of the existing spaces on the Harrington campus, consisting primarily of the current administration building and the current Kindergarten classrooms. These would be repurposed to serve as an early childhood development center and house the two programs identified above and other early childhood programs. It is proposed that at the completion of this project, the campus will have 2-3 new Pre-Kindergarten classroom spaces complimented by kitchenettes and restroom facilities, as well as additional space to provide for adequate administrative support.

3.10.2 PROJECT STATUS UPDATE:

The construction of this new project is slated to begin upon completion of the new Harrington campus (Project 4). Design would begin immediately upon approval of the project. The existing facilities will be occupied for the duration of construction of Project 4. The existing Pre-Kindergarten programs are housed in interim facilities on the Northwest corner of the site. Once the project is deemed ready to occupy, the students will move into the new facilities. The existing school site facilities, with the exception of the administration building and the Kindergarten classrooms, will be demolished. The existing Kindergarten classrooms would then receive appropriate 21st Century modernization improvements for use as Pre-Kindergarten classrooms. Project 4 is on schedule to be completed in December of 2015 and the Pre-Kindergarten improvements are projected to begin in January 2016.

3.10.3 PROJECT BUDGET UPDATE:

The Program Team has developed a proposed budget for this project of:

Project Total Budget - \$893,776

This total program budget figure includes line items for construction hard costs, soft costs, and District reserve for the projects. The District staff and Program Team are recommending Board of Trustee approval of this item in the Program Master Budget and Master Schedule.

3.11 NEW 8 CLASSROOM ADDITION AT A MIDDLE SCHOOL

3.11.1 PROJECT OVERVIEW:

Based on enrollment growth projections prepared by DecisionInsite, the District expects enrollment to continue to increase. The matriculation of enrollment growth is anticipated to be the greatest over the next four years in the middle school grade levels (6-8). To address the request of additional capacity made by the District, CFW has estimated a budget for a new eight (8) classroom building to support the 6-8 grades at a middle school campus. Improvements will consist of a new building containing eight 21st Century classroom spaces as well as improvements to sidewalks and spaces immediately surrounding the new building.

3.11.2 PROJECT STATUS UPDATE:

The project has been provided an estimated budget and pending acceptance of the new budget item will begin the next steps in the design process. These will include an RFP/RFQ process for design services and preconstruction services similar to those previously performed on other Phase 1 projects.

3.11.3 PROJECT BUDGET UPDATE:

Upon the Board's approval of the Facilities Implementation Program Semi-Annual report's recommended budget, the project budget will be set at the amount of:

Project Total Budget - \$5,090,519

This total program budget figure includes line items for construction hard costs, soft costs, and District reserve for the project.

3.12 RITCHEN ELEMENTARY SPECIAL DAY CLASSROOM

3.12.1 PROJECT OVERVIEW:

The Ritchen Elementary School Special Day Classroom (SDC) will include the reconfiguration of an existing teacher prep room and classroom to accommodate the addition of a clothes washer and dryer,

and a kitchen range. An ADA compliant Restroom directly accessible from the SDC will also be an included improvement. Total area to receive modifications is 954 sq. ft.

3.12.2 PROJECT STATUS UPDATE:

The project has been provided an estimated budget and received DSA approval. Pending acceptance of the new budget item the project will be bid out and construction is estimated to begin in the summer of 2015.

3.12.3 PROJECT BUDGET UPDATE:

Project Total Budget - \$175,000

This total program budget figure includes line items for construction hard costs, soft costs, and District reserve for the project.

3.13 PROGRAM RECOMMENDATIONS

It is recommended that the Board accept and adopt this fourth Semi-Annual Facilities Implementation Program Update as an adjustment to the Facilities Implementation Program adopted by the Board at its January 2013 meeting and further updated at its June 2013, December 2013, and July 2014 meetings. It is also recommended that the Board establish a date at its regularly scheduled July 2015 meeting to consider the semi-annual update report.

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 twelve months; for documentation of prior, related Board Action items, please reference the same section of the July 2014 Semi-Annual Report.

| Date | Board Agenda Item | Agenda Description | Purpose | Action |
|-----------|-------------------|---|--|------------------------|
| 10-Dec-14 | | Approval of Work Authorization Letter (WAL) #004 for Asbestos, Lead, and Hazardous Materials Survey, Testing, and Monitoring at Project 4 – Harrington Reconstruction per Master Agreement #13-136 with ENCORN | Approval to contract with Encorp for hazardous materials survey, testing and monitoring construction phase services on Project 4: Harrington Reconstruction | Pending |
| 10-Dec-14 | | Approval of Work Authorization Letter (WAL) #001 for CEQA services at Project 3 – Lemonwood Reconstruction per Master Agreement #13-131 with Rincon | Approval to contract with Rincon for CEQA services on Project 3: Lemonwood Reconstruction | Pending |
| 12-Nov-14 | D-6 | Approval of Amendment #1 to Agreement #12-80 Caldwell Flores Winters, Inc. (CFW) State Aid Services | Approval to amend agreement with CFW to delete and replace the existing language in Section IV, TERM | Approved |
| 15-Oct-14 | C-3 | Approval of Work Authorization Letter (WAL) #002 for Project 3 – Lemonwood ES reconstruction Geotechnical per Master Agreement #13-124 with Construction Testing& Engineering Inc. (CTE) | Approval to contract with CTE for material testing & special inspection services on Project 3: Lemonwood Reconstruction | Approved |
| 15-Oct-14 | C-4 | Approval of Work Authorization Letter (WAL) #003 for Asbestos, Lead, and Hazardous Materials Survey, Testing, and Monitoring at Project 1 – Kindergarten & Science Reconfiguration per Master Agreement #13-136 with ENCORN | Approval to contract with Encorp for hazardous materials survey, testing and monitoring construction phase services on Project 1: KG & Science Reconfiguration | Approved |
| 15-Oct-14 | D-1 | Request For Approval of Resolution #14-13 – Authorizing General Obligation Bonds, Election Of 2012, Series C | Approve the issuance of the general obligation, election of 2012, Series C bonds and authorization of related documents and actions | Approved |
| 15-Oct-14 | E-1 | Report from the Tri-Counties Building & Construction Trades Council and LiUNA in regards to Public Labor Agreement (PLA) | Presentation to the Board regarding Project Labor Agreements to the OSD (Part 2 of a 2 part series) | Presentation/No Action |
| 1-Oct-14 | C-3 | Approval of Work Authorization Letter (WAL) #001 for DSA InspectorOf Record (I.O.R.) Services at Project No 4 – Harrington Reconstruction perMaster Agreement #13-129 with Knowland Construction Services (KCS) | Approval to contract with KCS for DSA IOR services on Project 4: Harrington Reconstruction | Approved |

| | | | | |
|-----------|------|--|--|------------------------|
| 1-Oct-14 | C-4 | Approval of Work Authorization Letter (WAL) #002 for Materials Testing & Special Inspection Services at Project No. 4 – Harrington Reconstruction per Master | Approval to contract with Earth Systems for material testing & special inspection services on Project 4: Harrington Reconstruction | Approved |
| 1-Oct-14 | D-1 | Approval of Resolution #14-12, The Use of Grants Application For The Harrington Construction Project, by the Board of Trustees of The Oxnard School District | Approve the submittal of the use of grants application for Project 4: Harrington Reconstruction | Approved |
| 1-Oct-14 | E-1 | Report from the Ventura County Contractors Association in regards to Public Labor Agreement (PLA) | Presentation to the Board regarding Project Labor Agreements to the OSD (Part 1 of a 2 part series) | Presentation/No Action |
| 10-Sep-14 | E-1 | Report on Facilities Implementation Program | Presentation to the Board on the potential sites for a K-5 school in the Southeast quadrant | Presentation/No Action |
| 20-Aug-14 | C-9 | Approval of Work Authorization Letter (WAL) #002 for Geotechnical Monitoring and Inspection Services at Project No. 4 – Harrington Reconstruction per Master Agreement #13-123 with Koury Engineering | Approval to contract with Koury for geotechnical monitoring and inspection services on Project 4: Harrington Reconstruction | Approved |
| 20-Aug-14 | C-10 | Approval of Work Authorization Letter (WAL) #003 for Environmental Consulting Services at Project No. 3 – Lemonwood Reconstruction per Master Agreement #13-135 with Cardno ATC | Approval to contract with Cardno for preliminary environmental assessment services on Project 3: Lemonwood Reconstruction | Approved |
| 20-Aug-14 | D-1 | Consider Acceptance & Approval of Third Semi-Annual Facilities Implementation Program Update and Superintendent Recommendation to Allocate Six Million Dollars From Fund Balance for District Site Acquisition Efforts | Acceptance & approval of 3 rd Semi-Annual report and to allocate monies from Fund Balance for District Site Acquisition efforts | Approved |
| 20-Aug-14 | D-2 | Consider Approval of Lease-Leaseback Agreements #14-21, 14-22, and 14-23 with Bernards to Provide Lease-Leaseback Construction Services Related | Approval to proceed with a construction services agreement with Bernards for Project 4 – Harrington Reconstruction under the Lease-Leaseback Delivery Method | Approved |
| 23-Jul-14 | D-4 | Approval of Agreement #14-88 with Mobile Modular Corporation – Preschool Facilities at Harrington School | Approval to lease a portable classroom building to accommodate interim preschool facilities as part of Project 4: Harrington Reconstruction | Approved |
| 23-Jul-14 | D-5 | Approval of Amendment #001 to Agreement #12-205 for Dougherty + Dougherty Architects – Project No. 1: Kindergarten & Science Reconfiguration – Classroom Four at Ritche – Moderate-Severe SDC Classroom | Approval to amend agreement with D+D to provide additional architectural services for Project 1: KG & Science Reconfiguration to reconfigure classroom four (4) at Ritche to a moderate-severe SDC classroom | Approved |
| 23-Jul-14 | D-11 | Approval of Resolution #14-05 Authorizing The Filing of a Change Request for A County-District-School (CDS) Code; Adopting Grade Reconfiguration, and Authorizing Submission of Funding Request Applications to OPSC | Approval of Resolution #14-05 to authorize the filing of a change request for a County-District-School (CDS) Code; adopting grade reconfiguration and authorizing submission of funding request applications to OPSC | Approved |
| 9-Jul-14 | 5 | Facilities Implementation Program Update | Presentation to Board of the Semi-Annual Report on Facilities Implementation Program | Presentation/No Action |

| | | | | |
|-----------|------|---|---|------------------------|
| 25-Jun-14 | C-6 | Approval of Work Authorization Letter (WAL) #001 for HazMat monitoring at Project 1 - ENCORP | Approval to contract with Encorp for Hazardous Materials monitoring on Project 1 - Kindergarten & Science Reconfiguration | Approved |
| 25-Jun-14 | D-4 | Approval of Resolution #14-01 Authorizing the Lease-Leaseback Delivery Method for Project 4: Harrington Reconstruction | Approval of Resolution #14-01 to proceed with LLB Delivery Method on Project 4: Harrington Reconstruction | Approved |
| 4-Jun-14 | C-1 | Approval of Agreement #13-226 with RMC to provide moving of all furniture and boxes in support of Project 1 - Reconfiguration; Cost not to exceed \$68,000 to be paid with General Fund | Approval of moving contract to facilitate teacher relocation and other reconfiguration moving operations to support Project 1, interim KG, and grade reconfigurations | Approved |
| 4-Jun-14 | D-1 | Approval of Resolution #13-41 Acknowledging Status of Funds and Authorizing Submittal of Project Approval and Funding Requests to State Agencies - Proj 3 Lemonwood | Approve the submittal to request funds for the approved Project 3 - Lemonwood | Approved |
| 4-Jun-14 | D-2 | Approval of Resolution #13-42 Acknowledging Status of Funds and Authorizing Submittal of Project Approval and Funding Requests to State Agencies - Proj 5 Elm | Approve the submittal to request funds for the approved Project 5 - Elm | Approved |
| 4-Jun-14 | D-3 | Approval of Resolution #13-43 Acknowledging Status of Funds and Authorizing Submittal of Project Approval and Funding Requests to State Agencies - Southwest School Site | Approve the submittal to request funds for the approved Southwest School Site | Approved |
| 21-May-14 | C-7 | Approval of WAL #001 per Master Agreement #13-154 BTC Labs - Vertical Five for Materials Testing & Special Inspection Project No. 1 | Approve contract with BTC Labs to provide special inspection and laboratory testing services for Project 1 - Kindergarten & Science Reconfiguration | Approved |
| 21-May-14 | C-10 | Participation per Public Contract Code §20118 - Oxnard School District for the Purchase of Furniture & Accessories | Approval to proceed with procuring furniture utilizing the piggyback bid process with Culver-Newlin to procure VS America F&E items | Approved |
| 21-May-14 | C-11 | Resolution #13-35 Authorizing Cooperative Purchasing with Public Sourcing Solutions & Participation in OfficeMax America Saves Contracts | Approval to contract with OfficeMax America Saves through the Cooperative Purchasing with Public Sourcing Solutions, to procure Hon F&E items | Approved |
| 21-May-14 | D-3 | Resolution #13-36 Authorizing The Issuance of 2014 General Obligation Refunding Bonds In an Aggregate Amount Not to Exceed \$30,000,000.00 | Approval to authorize the issuance of 2014 General Obligation Refunding Bonds for the aggregate amount to net to exceed \$30,000,000.00 | Approved |
| 21-May-14 | D-4 | Approval of Resolution #13-37 Acknowledging the State Allocation Board's "Application Received Beyond Bond Authority List" Project 2 - Drifill | Approval of the Acknowledgement of SAB's Application for Receiving Beyond Bond Authority List for Project 2 - Drifill | Approved |
| 21-May-14 | D-5 | Approval of Resolution #13-38 Acknowledging the State Allocation Board's "Application Received Beyond Bond Authority List" Project 4 - Harrington | Approval of the Acknowledgement of SAB's Application for Receiving Beyond Bond Authority List for Project 4 - Harrington | Approved |
| 7-May-14 | A-7 | Facilities Implementation Program Update | Presentation to Board regarding the Southeast Site Acquisition efforts | Presentation/No Action |
| 7-May-14 | C-4 | Approval of Work Authorization Letter (WAL) #001 for Project DSA Inspector (IOR) at Project 1 - Nolte-Vertical Five (NV5) | Approval to contract with Nolte-Vertical Five for DSA Inspection services on Project 1 - Kindergarten & Science Reconfiguration | Approved |

| | | | | |
|-----------|------|---|--|-----------------------|
| 7-May-14 | D-3 | Consider Approval of Amendment #001 to Agreement #12-240 for D+D Architects to Provide Additional Architectural Services for Project #4: Harrington School Reconstruction to Design an Interim Preschool Facility | Approve additional Architecture services for Project 4 - Harrington Elementary School Reconstruction to design an interim preschool facility in the Southwestern quadrant | Approved |
| 7-May-14 | D-5 | Consider Approval of Lease-Leaseback Agreements #13-198 through #13-221 for Vanir Construction, Inc. To Provide LLB Construction Services at 8 School sites for Project No. 1 of Measure "R" & Oxnard Facilities Program | Approval to proceed with a construction services agreement with Vanir Construction Management, Inc. for Project 1 - Kindergarten & Science Reconfiguration under the Lease-Leaseback Delivery Method | Approved |
| 30-Apr-14 | 6 | Facilities Implementation Program Update | Presentation to the Board regarding Facilities Implementation Plan quarterly Report Update for the period of Jan. 1st through March 31st | Presentation/Approved |
| 16-Apr-14 | D-7 | Consider approval of Resolution #13-26 of the Board of Trustees of the Oxnard School District making environmental findings in connection with the Reconstruction of a Classroom Building at the Driffill Elementary School Campus Located at 910 South E St., Oxnard, CA 93033 | Approval of Resolution #13-26 which confirmed that Project 2: Driffill Kindergarten qualifies for a CEQA categorical exemption under Section 15302 of the CEQA regulations. | Approved |
| 16-Apr-14 | D-8 | Approval of Resolution #13-29 Adopting Standard Prequalification Process Pursuant to Public Contract Code 20111.6 | Adopted a standard subcontractor prequalification process, financial questionnaire, and scoring system for evaluation of bidding contractors. | Approved |
| 16-Apr-14 | D-9 | Approval of Resolution #13-30 Acknowledging the SAB's "Applications Received Beyond Bond Authority List" Project 1 | Approval of the Acknowledgement of SAB's Application for Receiving Beyond Bond Authority List for Project 1 - Kindergarten & Science Reconfiguration | Approved |
| 16-Apr-14 | D-10 | Approval of Resolution #13-31 Authorizing Project 1 - To Proceed Construction Services Agreement Under the LLB Method | Approval of Resolution #13-31 to proceed with LLB Delivery Method on Project 1 - Kinder & Science Grade Reconfiguration Modernization | Approved |
| 19-Mar-14 | A-7 | Facilities Implementation Program Update | Presentation to Board regarding campus security options and child development centers | Presentation/Approved |
| 19-Mar-14 | D-5 | Consider approval of Resolution #13-20 of the Board of Trustees of the Oxnard School District making environmental findings in connection with the Reconstruction of the Harrington Elementary School Campus Located at 2501 Gisler Ave., Oxnard, CA 93033 | Approval of Resolution #13-20 which confirmed that Project 4: Harrington Reconstruction qualifies for a CEQA categorical exemption under Section 15302 of the CEQA regulations | Approved |
| 19-Mar-14 | E-2 | Measure R Bond Oversight Committee Annual Report | Presentation to the Board regarding the 1st Annual Report from the Measure "R" Bond Oversight Committee | Presentation/Approved |
| 5-Mar-14 | A-6 | Facilities Implementation Program Update | Presentation to Board regarding the educational grade reconfiguration updates | Presentation/Approved |
| 5-Mar-14 | A-6 | Facilities Implementation Program Update | Presentation to Board regarding Oxnard @ Work program implementation efforts | Presentation/Approved |

| | | | | |
|-----------|-----|---|---|------------------------|
| 5-Mar-14 | A-6 | Facilities Implementation Program Update | Presentation to Board regarding Project 3: Lemonwood Reconstruction design update | Presentation/Approved |
| 19-Feb-14 | A-6 | Facilities Implementation Program Update | Presentation to Board regarding | Presentation/No Action |
| 19-Feb-14 | C-1 | Consider approval of Agreement #13-176 with CSUCI to provide STEM enrichment programs at Frank, Haydock, and Fremont schools as part of the MSAP grant implementation | Establish contractual relationship with CSUCI to provide additional STEM educational program support for the District's new Academy programs at Frank, Haydock, and Fremont as part of the Measure "R" Program's educational reconfiguration efforts, and the District's implementation of the MSAP grant program | Approved |
| 19-Feb-14 | D-6 | Consider approval of letter of support regarding relocation of State Preschool Programs at Chavez, Curren, Driffill, Elm, and Rose schools to support the Measure "R" grade reconfiguration efforts | Adopt letter of support for relocation of preschool facilities to accommodate grade reconfiguration efforts | Approved |
| 5-Feb-14 | A-6 | Facilities Implementation Program Update | Presentation to Board regarding Technology Planning Updates regarding bandwidth upgrades, report back on IT consultant network analysis, and trends in K-12 IT systems. One Interface Engineering also delivered a separate presentation detailing network analysis findings and recommendations | Presentation/No Action |
| 5-Feb-14 | C-6 | Approval of WAL #001 for Hazardous Materials Survey & Testing Services Project 5 - Elm - EORM | Approval to contract with EORM to provide hazardous materials testing & surveying services on Project 5 - Elm | Approved |
| 5-Feb-14 | C-7 | Approval of WAL #001 for Geotechnical Engineering Services at the Proposed New Middle School Academy Site - Koury Engineering & Testing Inc. | Approval to contract with Koury to provide Geotech services on the Proposed New Middle School Academy Site | Approved |
| 5-Feb-14 | C-8 | Approval of WAL #002 for Hazardous Materials Survey & Testing at Proposed New Middle School Academy Site - Cardno ATC | Approval to contract with Cardno ATC to provide hazardous material surveying & testing services on the Proposed New Middle School Academy Site | Approved |
| 15-Jan-14 | C-3 | Approval of WAL #001 for Geotechnical Engineering Services at Project 3 - Lemonwood - Construction Testing & Engineering, Inc. | Approval to contract with Construction Testing & Engineering, Inc. to provide Geotech services on Project 3 - Lemonwood | Approved |
| 15-Jan-14 | C-4 | Approval of WAL #001 for Survey Services at Project 3 - Lemonwood- Jensen Design & Survey, Inc. | Approval to contract with Jensen Design & Survey, Inc. to provide surveyor services on Project 3 - Lemonwood | Approved |
| 15-Jan-14 | C-5 | Approval of WAL #001 for Hazardous Materials Survey & Testing Services at Project 4 - Harrington - ENCORP | Approval to contract with ENCORP to provide hazardous materials testing & surveying services on Project 4 - Harrington | Approved |

| | | | | |
|-----------|------|--|--|-----------------------|
| 15-Jan-14 | C-6 | Approval of WAL #001 for Surveying Services at Project 5 - Elm - Wagner Engineering & Survey, Inc. | Approval to contract with Wagner Engineering & Survey, Inc. to provide surveyor services on Project 5 - Elm | Approved |
| 15-Jan-14 | C-7 | Approval of WAL #001 for Geotechnical Engineering Services at Project 5 - Elm - Earth Systems Southern California | Approval to contract with Earth Systems to provide Geotech services on Project 5 - Elm | Approved |
| 15-Jan-14 | C-8 | Approval of WAL #001 for Hazardous Materials Survey & Testing Services at Project 3 - Lemonwood - Cardno ATC | Approval to contract with Cardno ATC to provide hazardous materials testing & surveying services on Project 3 - Lemonwood | Approved |
| 15-Jan-14 | C-13 | Consider approval of two new position descriptions, "Project Grant Director" and "Site Project Coordinator" in support of the District's recently awarded MSAP grant | Establish administrative support positions to assist the District with implementation of the MSAP grant program components, many of which directly enhance and/or augment the academy programs and other educational reconfiguration initiatives included in the Measure "R" Program | Approved |
| 15-Jan-14 | D-3 | Measure R G.O. Bond Audit Report presented to Board for information and approval. | District auditor presented findings from Measure "R" Bond program, and confirmed good stewardship and effective governance practices related to the Measure "R" Bond implementation | Presentation/Approved |

BOARD AGENDA ITEM

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

Date of Meeting: 1/21/15

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

Consideration and Approval of Resolution #14-22 of the Board of Trustees of the Oxnard School District approving the final architectural drawings for Project 3- Lemonwood K-8 Reconstruction, and authorizing the District to submit the drawings to the Division of the State Architect for review and approval of the modified project schedule (Cline/Gutierrez/CFW)

At the May 15, 2013 Board meeting, the Board of Trustees approved Agreement #12-231 with MVE Institutional, Inc. (now known as SVA Architects, Inc. and hereinafter referenced as such in this agenda item) to provide Architectural Services to complete the design of Project #3 - Lemonwood School Reconstruction (“Project 3”). Project 3 of the Measure “R” Facilities Implementation Program (“Program”) provides for the replacement of the aging relocatable classroom facilities at the Lemonwood Elementary School site with a complete new school facility. The new school is proposed to serve as a K-8 school for up to 900 students at state loading standards.

At the same time, the Board also approved a conceptual site layout, which included a new campus facility that will allow for the project to be completed with minimal disruptions to the existing school operations. The new school facilities include a 2-story classroom building, multi-purpose room, administration building, student information center/library, kindergarten classrooms, playfields, hard court play areas, and protection of the existing buildings and associated utilities during the construction of the new buildings and related site work. The existing facilities will be demolished once the new site is occupied with the exception of the existing Building 3, which will be preserved and repurposed.

As per the contractual obligations under the Board approved agreement, SVA Architects, Inc. has completed a final set of architectural drawings for Project 3 for the District’s review, incorporating the goals and objectives of the Oxnard Facilities Implementation Plan and the educational vision and mission of the District.

The Program was designed to optimize available and anticipated State aid grants for improved school facilities. The State provides periodic funding from the State’s School Facility Program to school districts that add capacity to its district. As in the case of Project 3, the State’s New Construction Program was to be funded by Assembly Bill (AB) 2235. This Bill called for an Education Facilities Bond and was proposed to be

placed on the November 2014 ballot; however AB 2235 did not receive the necessary support from the Governor and was omitted from the November 2014 ballot.

CFW has recommended modifications to the budget and schedule for Project 3, allowing for Project 3 to proceed on a modified schedule and fully funded with local funds until such time as a measure is placed on the State ballot, the Governor funds the State School Facilities Program, or proposes an alternative program.

The attached resolution reflects the intent and desire of the Board of Trustees of the Oxnard School District to submit the final architectural drawings and specifications produced by SVA Architects, Inc for Project 3 and any forms or documents required to complete the regulatory review and approval process by the Division of the State Architect (“DSA”); as governed by the provisions of the Field Act contained in the California Education Code sections 17280, for K–12 schools, for Title 24 compliance. Furthermore, the attached resolution approves CFW’s recommended modifications to the Project Schedule allowing the project to proceed with local funding until such time as funds are made available by the State School Facilities Program or alternative funding program.

FISCAL IMPACT:

None

Final modifications to the Project Schedule are to be presented to the Board for consideration under a separate action item.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Executive Director of Facilities Planning, Engineering, & Operations, in conjunction with Caldwell Flores Winters, that the Board of Trustees adopt Resolution #14-22 of the Board of Trustees of the Oxnard School District approving the final architectural drawings for Project 3 - Lemonwood K-8 Reconstruction, and authorizing the district to submit the drawings to the Division of the State Architect for review and approval of the modified project schedule.

ADDITIONAL MATERIAL(S):

- Resolution #14-22 approving the final Architectural Drawings and modified project schedule
- Architectural site plan, floor plans and elevations of the new Lemonwood Elementary School buildings
- Modified Project Schedule

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

RESOLUTION #14-22

RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT APPROVING THE FINAL ARCHITECTURAL DRAWINGS FOR PROJECT 3: LEMONWOOD K-8 RE-CONSTRUCTION, AUTHORIZING THE DISTRICT TO SUBMIT THE DRAWINGS TO THE DIVISION OF THE STATE ARCHITECT FOR REVIEW AND APPROVING THE MODIFIED PROJECT SCHEDULE

WHEREAS, the Board of Trustees (“Board”) approved Agreement #12-231 authorizing an architectural services contract between MVE Institutional, Inc. (now known as SVA Architects, Inc. and hereafter referenced as such) and the District for Project 3: Lemonwood Reconstruction (“Project 3”); and

WHEREAS, the Board approved Agreement #13-118 authorizing a contract for Swinerton Builders to provide pre-construction services for Project 3; and

WHEREAS, the original schedule for the reconstruction of Lemonwood K-8 School was dependent on a State School Facilities Program grant funded through a proposed ballot measure scheduled for the November 2014 election cycle; and

WHEREAS, the Governor threatened to veto the measure if approved by the State Legislature, effectively eliminating the measure from the November 2014 ballot, and thereby impacting the Program budget and specifically, funding for Project 3; and

WHEREAS, CFW has recommended modifications to the budget and schedule for Project 3, allowing for the reconstruction of Lemonwood K-8 School to proceed on a modified schedule and fully funded with local funds until such time as a measure is placed on the State ballot or the Governor funds the State School Facilities Program or proposes an alternative program; and

WHEREAS, SVA Architects, Inc. has delivered a final set of architectural drawings for Project No. 3: Lemonwood K-8 School Re-Construction in accordance with its obligations under Contract #12-231; and

WHEREAS, the District staff have reviewed the final architectural plans for the school site, submit that they meet the goals and objectives of the Oxnard Facilities Implementation Plan and the educational vision and mission of the District and recommend approval by the Board of Trustees; and,

WHEREAS, the Board desires to move forward with the conclusion of the design process and commence with the construction of the new Lemonwood K-8 School;

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 approves the final architectural drawings prepared by SVA Architects, Inc., for Project No. 3: Lemonwood K-8 Re-Construction; and

BE IT FURTHER RESOLVED that the Board authorizes the District, in consultation with Caldwell Flores Winters, Inc., to submit the final architectural drawings to the Division of the State Architect for regulatory review and approval, along with any forms or documents required to complete the DSA approval process; and

LEMONWOOD K-8 RECONSTRUCTION

OXNARD SCHOOL DISTRICT
2200 Carnegie Ct., Oxnard, CA 93033

1340121



IDENTIFICATION STAMP
PLANS PREPARED BY
OFFICE OF REGULATION SERVICES

AC _____ FLS _____ SS _____
Date _____

| REVISION | DESCRIPTION | DATE |
|----------|-------------|------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

SHEET TITLE
KINDERGARTEN -
BLDG. 4 - FLOOR
PLAN

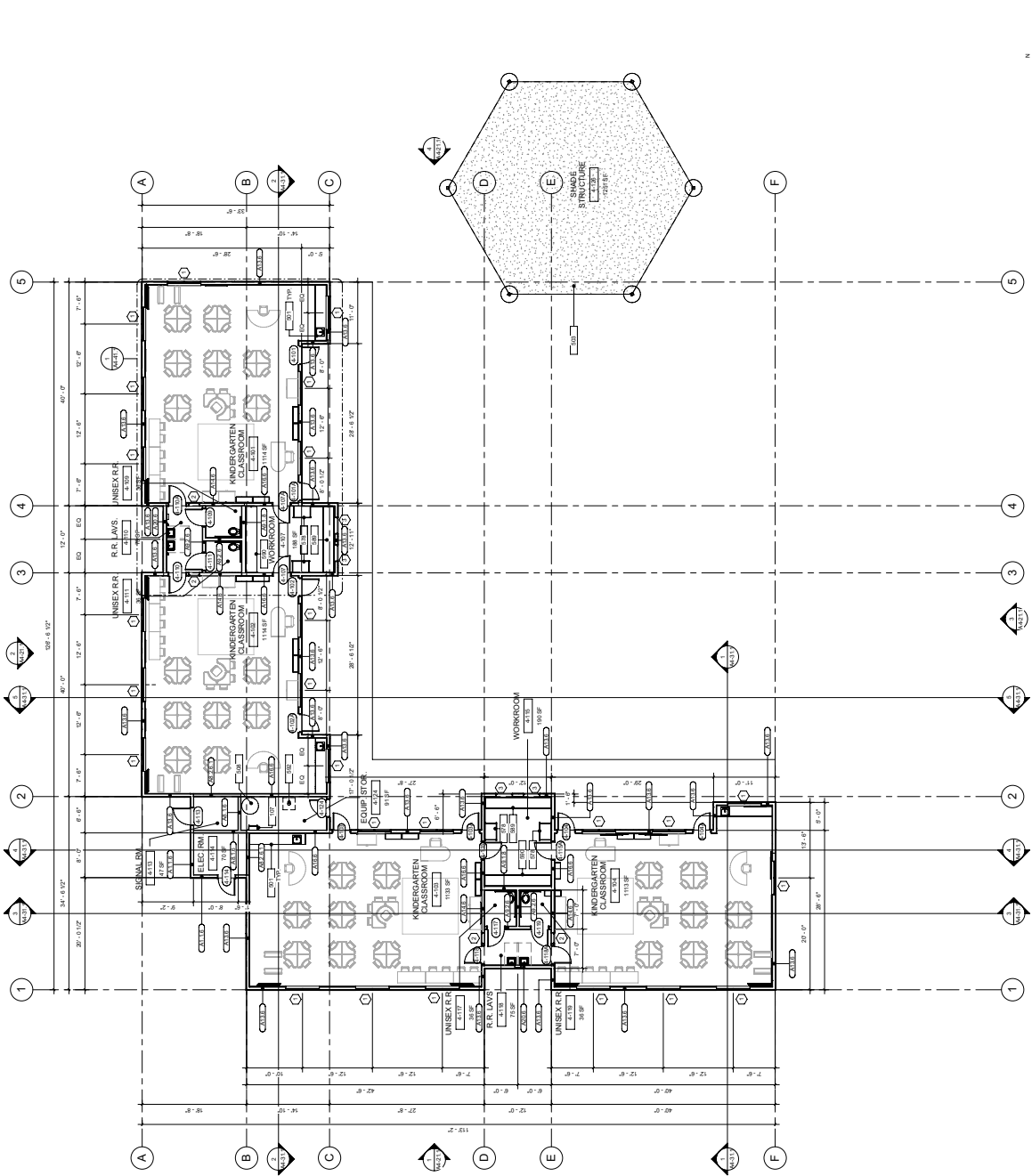
SHEET NUMBER
A4-11.1



MVEI Institutional, Inc.
3 MacArthur Place, Suite 830
Irvine, CA 92618
Tel: 949.455.3330
www.mve-institutional.com

DSA SUBMITTAL

| DESCRIPTION |
|--|
| 107 ROOF LADDER PER DETAIL 2/A4.4 |
| 501 PLASTIC LAMINATE CASEWORK W/ # BACKSPASH- PROTECTION FOR TYPE ANCHORAGE PER DETAIL 3/A4.4.3 |
| 503 SHIELD STRUCTURE PER PC DRAWINGS |
| 504 WOOD STUD WALL PER DETAIL 1/A4.4.1 |
| 505 WOOD STUD WALL PER DETAIL 1/A4.4.2 |
| 506 INSTRUCTOR ROLLING CART FOR SUPPLIES AND MATERIALS |
| 507 PLASTIC LAMINATE CASEWORK W/ STORAGE BENCH ANCHORAGE PER DETAIL 3/A4.4.1 |
| 589 PLASTIC LAMINATE, MULTIPLE-ADJUSTABLE WALL SHELVING UNIT, ANCHORAGE PER DETAIL 3/A4.4.4 |
| 592 SPRINKLER RISER, SEE PLUMBING DRAWINGS |



KEYNOTE LEGEND

- 1. WOOD STUD WALL PER DETAIL 1/A4.4.1
- 2. WOOD STUD WALL PER DETAIL 1/A4.4.2
- 3. WOOD STUD WALL, RATED PER SHEET A4.11.1/1.3
- 4. NUMBER INDICATES WINDOW/WR
SCHEDULE REFER TO A4.12.2
- 5. CABINET PER DETAIL 3/A4.4.4

- LOCATIONS:**
- REFER TO A4.5 FOR PENETRATION ASSEMBLIES/DETAILS
 - ALL TYPES: REFER TO A4.11 - E3. ALL WALLS SHOULD BE FULL HEIGHT
 - REFER TO GENS FOR ACCESSIBLE AND ROOM BOUNDARY WALLS
 - REFER TO INTERIOR ELEVATIONS & SHEET A4.4.3 FOR CABINETS/CASEWORK
 - ALL TYPES: REFER TO A4.12.2 FOR WINDOW SCHEDULES
 - REFER TO UNLabeled PLANS FOR WALL TYPES AND ADDITIONAL INFORMATION.
 - REFER TO UNLabeled PLANS FOR ADDITIONAL DOOR LOCATIONS.

FLOOR PLAN LEGEND

FLOOR PLAN 1

LEMONWOOD K-8 RECONSTRUCTION

OXNARD SCHOOL DISTRICT
2200 Carnegie Court
OXNARD, CALIFORNIA 93033

13-0121-3



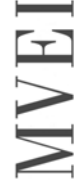
IDENTIFICATION STAMP
DIVISION OF CONSTRUCTION
OFFICE OF REGULATORY SERVICES

AC _____ FLS _____ SS _____
Date _____

| REVISION | DESCRIPTION | DATE |
|----------|-------------|------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

SHEET TITLE
ADMIN - BLDG. 3 -
EXTERIOR
ELEVATIONS

SHEET NUMBER
A3-21.1



MVEI Institutional, Inc.
3 MacArthur Place, Suite 850
Irvine, CA 92618
949.405.3380
www.mve-institutional.com

DSA SUBMITTAL

- DESCRIPTION**
- 111 DOOR PER OPENING SCHEDULE
 - 112 GLAZING PER OPENING SCHEDULE
 - 113 COATING SYSTEM PER OPENING SCHEDULE AND SCHEDULE
 - 122 ONE-PIECE PLASTER CONTROL JOINT PER DETAIL
 - 319 ALUMINUM LETTERS PER DETAIL 10A-64.5
 - 393 ALUMINUM LETTERS PER SPECIFICATIONS ATTACHED PER DETAIL 15A-64.4
 - 601 EXTERIOR ELECTRICAL FINISHINGS
 - 751 EXTERIOR PORTLAND CEMENT PLASTER OVER METAL LATH OVER WEATHER-RESISTIVE BARRIER
 - 752 REFINISHED ALUMINUM PANELS



LEMONWOOD K-8 RECONSTRUCTION

OXNARD SCHOOL DISTRICT
2200 Carnegie Ct., Oxnard, California

1340121-2



IDENTIFICATION STAMP
OFFICE OF REGULATORY SERVICES

AC _____ PLS _____ SS _____
Date _____

| REVISION | DESCRIPTION | DATE |
|----------|-------------|------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

SHEET TITLE
MPR - BLDG. 2 -
EXTERIOR
ELEVATIONS

SHEET NUMBER
A2-21.1

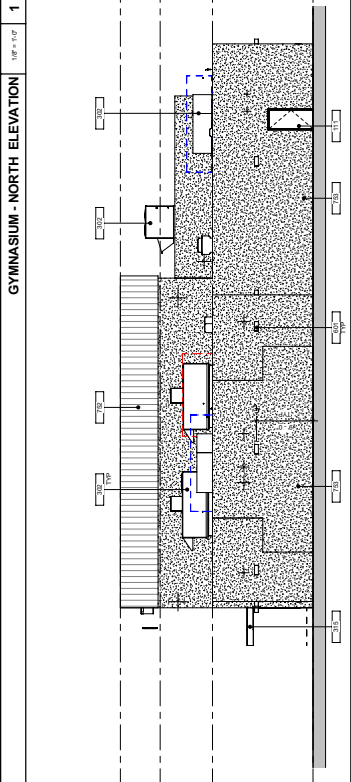


MVEI Institutional, Inc.
3 MacArthur Place, Suite 830
Irvine, CA 92618
Tel: 949.262.3330
www.mve-institutional.com

DSA SUBMITTAL

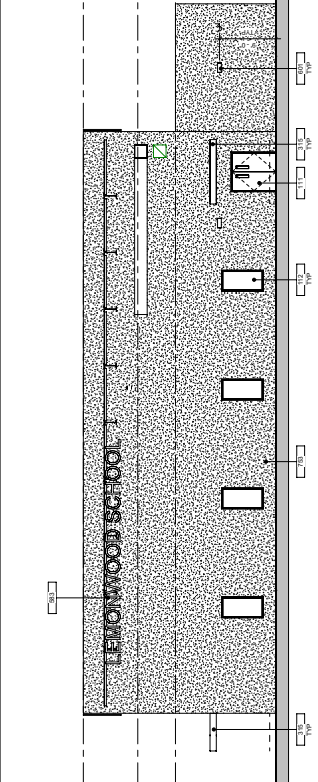
- DESCRIPTION**
- 111 DOOR PER OPENING SCHEDULE
 - 112 GLAZING PER OPENING SCHEDULE
 - 302 AND DETAIL 13A-62.7
 - 318 DOOR SHDES PER DETAIL 13A-64.4
 - 318 SCUMERS AND DOWNSPRINGS PER DETAIL 13A-68
 - 601 LIGHT FIXTURE PER ELECTRICAL DRAWINGS
 - 601 DETAIL 13A-84.4
 - 752 PREFINISHED ALUMINUM PANELS - STRUCTURAL DRAWINGS
 - 753 PLASTER OVER INSULATED CONCRETE FORM PER STRUCTURAL DRAWINGS

GYMNASIUM - NORTH ELEVATION



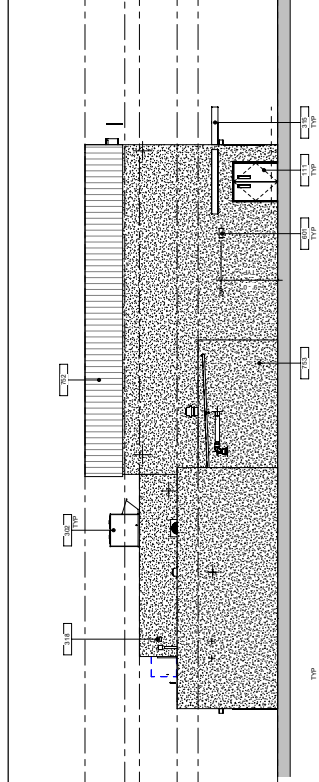
- HIGH ROOF TOP 30'-8"
- MID-HIGH ROOF TOP 24'-8"
- MID-HIGH ROOF TOP 24'-8"
- LOW ROOF TOP 16'-0"
- LEVEL 1 0'

GYMNASIUM - EAST ELEVATION



- HIGH ROOF TOP 30'-8"
- MID-HIGH ROOF TOP 24'-8"
- LOW ROOF TOP 16'-0"
- LEVEL 1 0'

GYMNASIUM - SOUTH ELEVATION



- HIGH ROOF TOP 30'-8"
- MID-HIGH ROOF TOP 24'-8"
- MID-HIGH ROOF TOP 24'-8"
- LOW ROOF TOP 16'-0"
- LOW ROOF TOP 12'-8"
- LEVEL 1 0'

GYMNASIUM - WEST ELEVATION



- LEVEL 1 0'

LEMONWOOD K-8 RECONSTRUCTION

OXNARD SCHOOL DISTRICT
2200 CARNegie COURT
OXNARD, CA 93033

1340121-1



IDENTIFICATION STAMP
PLANS SECTION
OFFICE OF REGULATION SERVICES

AC _____ FLS _____ SS _____
Date _____

| REVISION | DESCRIPTION | DATE |
|----------|-------------|------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

SHEET TITLE
CLASSROOM -
BLDG. 1 -
EXTERIOR
ELEVATIONS

SHEET NUMBER
A1-21.14

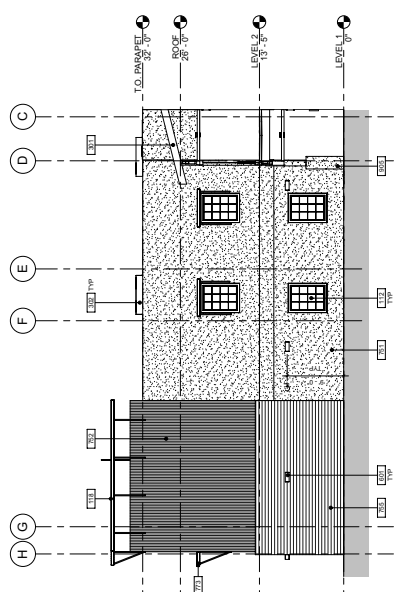


MVEI Institutional, Inc.
3 MacArthur Place, Suite 830
Irvine, CA 92618
949.409.5330
www.mve-institutional.com

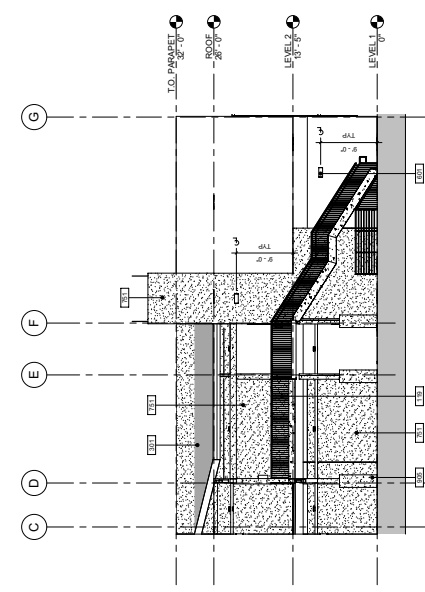
DSA SUBMITTAL

DESCRIPTION

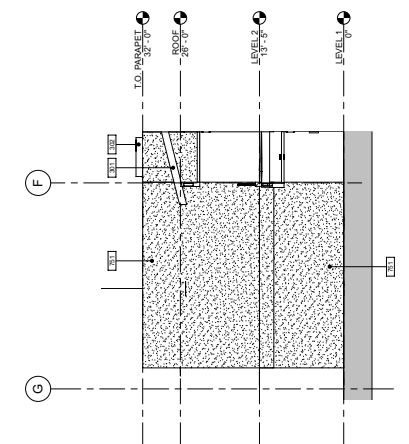
- 112 GLAZING PER OPENING SCHEDULE
- 118 STEEL CANOPY PER DETAIL 504645
- 120 ROOF PER DETAIL 504645 SHEET 4.03.1
- 301 STANDING SEAM METAL ROOF SEE SPECS
- 302 MECHANICAL EQUIPMENT PER MECHANICAL
- 601 LIGHT FIXTURE PER ELECTRICAL DRAWINGS
- 751 EXTERIOR PORTLAND CEMENT PLASTER OVER
- 752 METAL LATH OVER WEATHER RESISTIVE BARRIER
- 753 ALUMINUM PANELS - PREFINISHED ALUMINUM PANELS
- 755 EXTERIOR FIBER CEMENT LAP SIGNS (8"X24")
- 773 EXTERIOR WINDOW SHADERS PER DETAIL 414444
- 905 COLUMN AND BASE PER DETAIL 3 & 414444



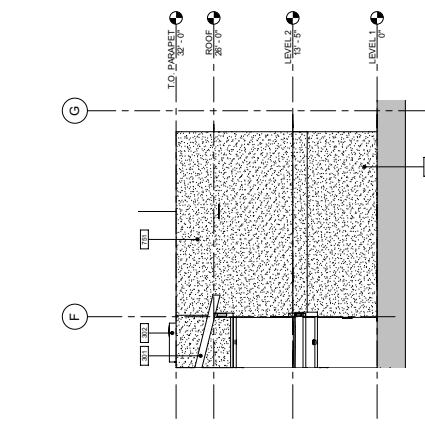
PARTIAL ELEVATION 1 1/8" = 1'-0"



PARTIAL ELEVATION 2 1/8" = 1'-0"



PARTIAL ELEVATION 3 1/8" = 1'-0"



PARTIAL ELEVATION 4 1/8" = 1'-0"

KEYNOTE LEGEND

LEMONWOOD K-8 RECONSTRUCTION

Oxnard School District
 2200 CARNEIGE COURT
 OXNARD, CA 90333

1340121-1



IDENTIFICATION STAMP
 PLANS SUBJECT TO THE REVIEW AND
 OFFICE OF REGULATORY SERVICES

AC _____ FLS _____ SS _____
 Date _____

| REVISION | DESCRIPTION | DATE |
|----------|-------------|------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

SHEET TITLE
 CLASSROOM -
 BLDG. 1 -
 EXTERIOR
 ELEVATIONS

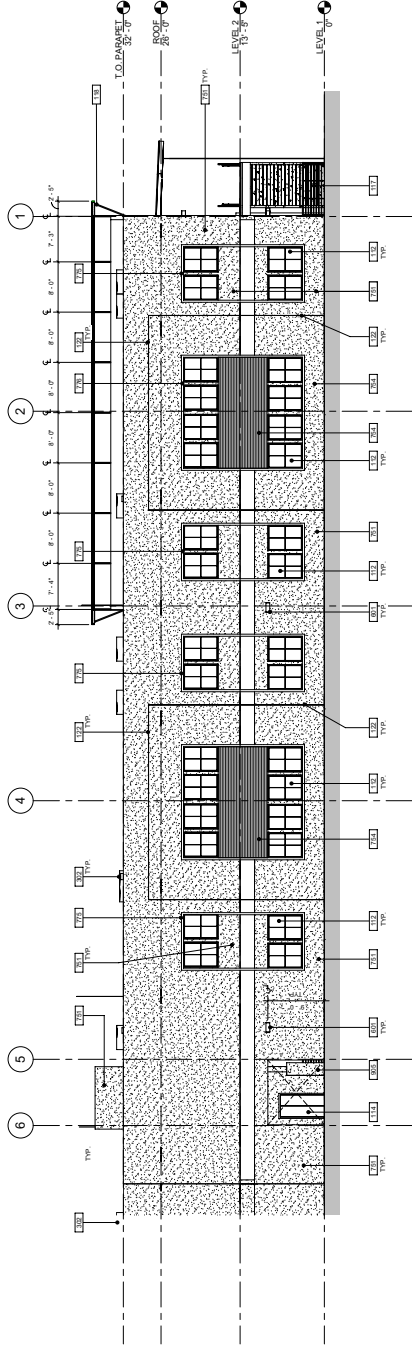
SHEET NUMBER
A1-21.13



MVEI Institutional, Inc.
 3 MacArthur Place, Suite 830
 Torrance, CA 90505
 310.532.3330
 www.mve-institutional.com

DSA SUBMITTAL

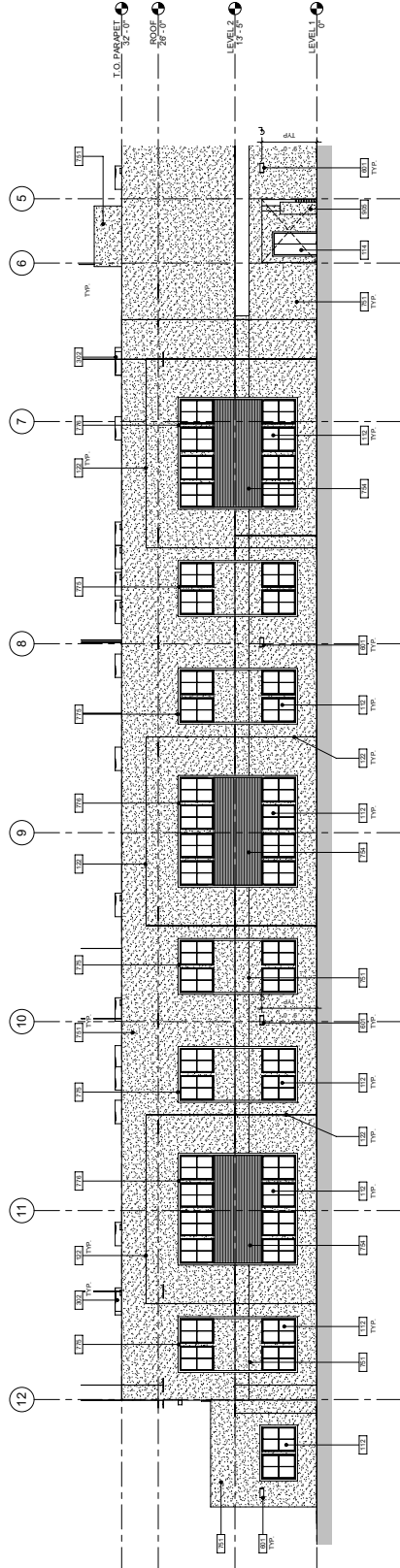
| DESCRIPTION | |
|-------------|--|
| 112 | GLAZING SCHEDULE |
| 114 | ELEVATOR DOOR AND FRAME PER ELEVATOR MANUFACTURER |
| 117 | FRAME AND PAINTED COLOR PER ARCH. |
| 118 | DIRECTION |
| 122 | ONE-PIECE PLASTER CONTROL JOINT PER DETAIL 44-61.5 |
| 302 | ONE-PIECE PLASTER CONTROL JOINT PER DETAIL 44-61.5 |
| 601 | ALUMINUM GLASS PARTITION PER MECHANICAL DRAWINGS AND DETAIL 14A-62.7 |
| 751 | LIGHT FIXTURE PER ELECTRICAL DRAWINGS AND DETAIL 14A-62.7 |
| 754 | WALL PANELS PER MECHANICAL DRAWINGS AND DETAIL 14A-62.7 |
| 775 | HARDIE SIDING PANELS (4" WIDTH) PER 8P-8CS |
| 776 | EPS FOAM TRIM |
| 905 | FINISH SEE SPECS COLUMN AND BASE PER DETAIL 3 & 4A-64.4 |



KEYNOTE LEGEND

NORTH - SEGMENT A Ver-1 of 1

1



NORTH - SEGMENT B Ver-1 of 2

2

LEMONWOOD K-8 RECONSTRUCTION

Oxnard School District
 2200 Carnegie Court
 Oxnard, CA 93033

1340121-1



IDENTIFICATION STAMP
 PUBLIC WORKS DEPARTMENT
 OFFICE OF REGULATION SERVICES

AC _____ FLS _____ SS _____
 Date _____

| REVISION | DESCRIPTION | DATE |
|----------|-------------|------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

SHEET TITLE
 CLASSROOM -
 BLDG. 1 -
 EXTERIOR
 ELEVATIONS

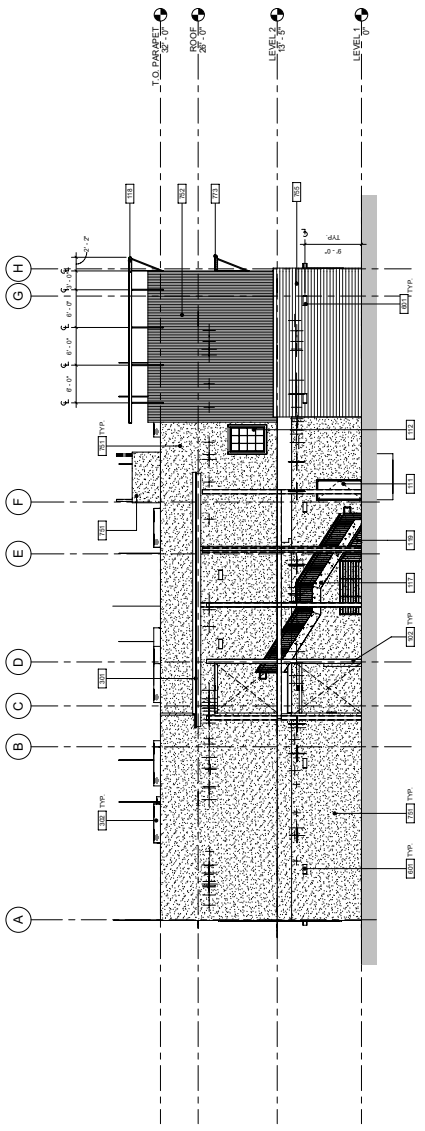
SHEET NUMBER
 A1-21.12



MVE Institutional, Inc.
 3 MacArthur Place, Suite 850
 Torrance, CA 90505-3380
 www.mve-institutional.com

DSA SUBMITTAL

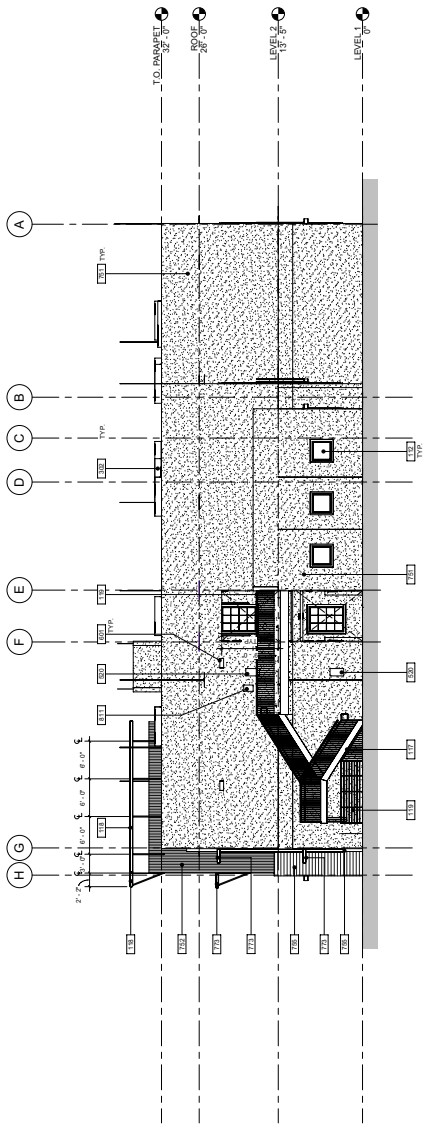
- DESCRIPTION**
- 102 STRUCTURAL MEMBERS PER STRUCTURAL DRAWINGS. PAINT PER ARCH. DIRECTION.
 - 111 DOOR PER OPENING SCHEDULE.
 - 112 GLAZING PER OPENING SCHEDULE.
 - 117 FINISHES PER FINISH SCHEDULE AND A4.8.2.
 - 118 PRIME AND PAINTED. COLOR PER ARCH. DIRECTION.
 - 301 STANDING SEAM METAL ROOF. SEE SPEC.
 - 302 MECHANICAL EQUIPMENT PER MECHANICAL DRAWINGS AND DETAIL 14A-027.
 - 500 LIGHT FIXTURE PER ELECTRICAL DRAWINGS AND DETAIL 14A-027.
 - 601 EXTERIOR CORRUGATED METAL VERTICAL PANELS - METAL LATH OVER WEATHER RESISTIVE BARRIER.
 - 702 EXTERIOR CORRUGATED METAL VERTICAL PANELS - EXTERIOR FIBER CEMENT LAP SIDING (8.25" WIDTH).
 - 703 EXTERIOR FIBER CEMENT LAP SIDING (8.25" WIDTH).
 - 772 EXTERIOR FINISHES PER DETAIL 14A-04.5.
 - 811 FINISHES PER FINISH SCHEDULE. SEE DET.



WEST - SEGMENT A

100-100 2

KEYNOTE LEGEND



EAST - SEGMENT B

100-100 1

LEMONWOOD K-8 RECONSTRUCTION

OXNARD SCHOOL DISTRICT
2200 CARNegie COURT
OXNARD, CA 93033

1340121-1



IDENTIFICATION STAMP
PLANS SECTION
OFFICE OF REGULATION SERVICES

AC _____ FLS _____ SS _____
Date _____

| REVISION | DESCRIPTION | DATE |
|----------|-------------|------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

SHEET TITLE
CLASSROOM -
BLOG 1 -
EXTERIOR
ELEVATIONS

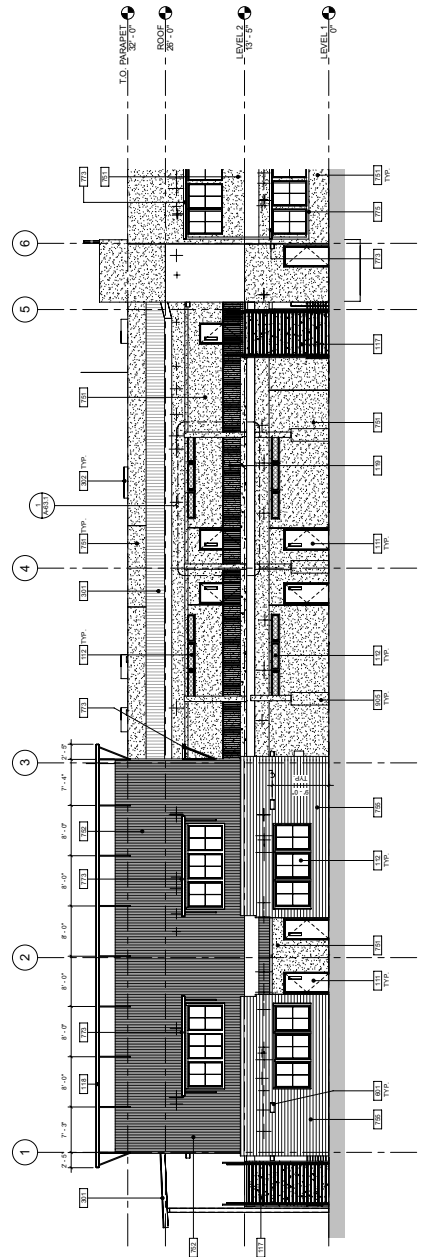
SHEET NUMBER
A1-21.11



MVEI Institutional, Inc.
3 MacArthur Place, Suite 830
Irvine, CA 92618
Tel: 949.409.5330
www.mve-institutional.com

DSA SUBMITTAL

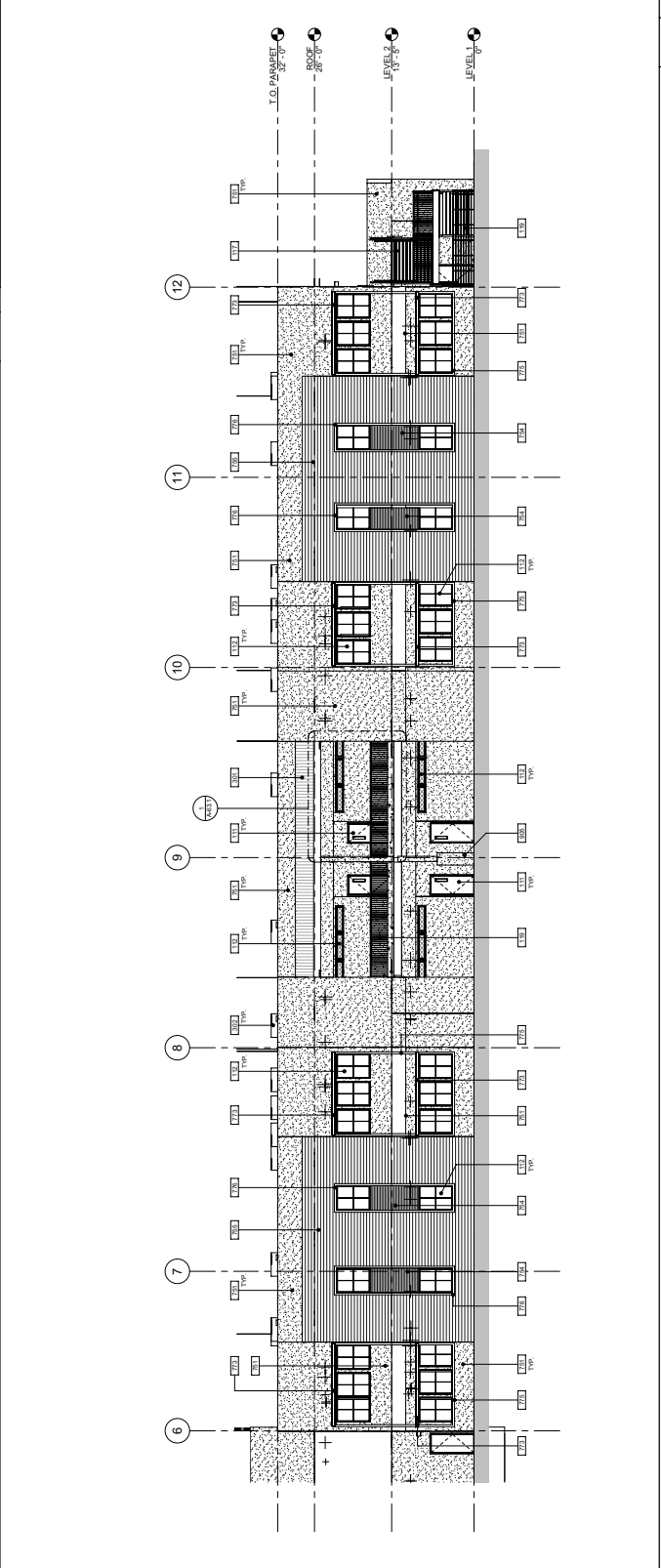
- DESCRIPTION**
- 111 DOOR PER FINISH SCHEDULE
 - 112 GLAZING PER FINISH SCHEDULE
 - 117 STAIRS PER SHEETS A-148.1, A-148.2, AND A-148.3
 - 118 STEEL STUDS PER DETAIL 5A64.5
 - 119 PAINTED STEEL GUARDRAILS PER SHEET A-83.1
 - 301 STANDING SEAM METAL ROOF - SEE SPECS
 - 302 METAL ROOF FLASHING PER DETAIL 1A26.7 - CHANNEL DRAWINGS AND DETAIL 1A26.7 - CHANNEL
 - 601 LIGHT FIXTURE PER ELECTRICAL DRAWINGS
 - 602 EXTERIOR LIGHTING PER ELECTRICAL DRAWINGS
 - 603 LATH OVER WEATHER-RESISTIVE BARRIER
 - 782 EXTERIOR CORRUGATED METAL VERTICAL PANELS - SEE SPECS
 - 784 HARDIE SIDING PANELS (4" WIDTH) PER SPECS
 - 785 EXTERIOR FIBER CEMENT LAP SIDING (8.25" WIDTH) PER SPECS
 - 773 EPS FOAM TRIM
 - 776 JAMB HARDIE ARTISAN ACCENT TRIM - SMOOTH
 - 905 COLUMN AND BASE PER DETAIL 3.4.4864.4



KEYNOTE LEGEND

SOUTH - SEGMENT A 1/8" = 1'-0"

SOUTH - SEGMENT B 1/8" = 1'-0"



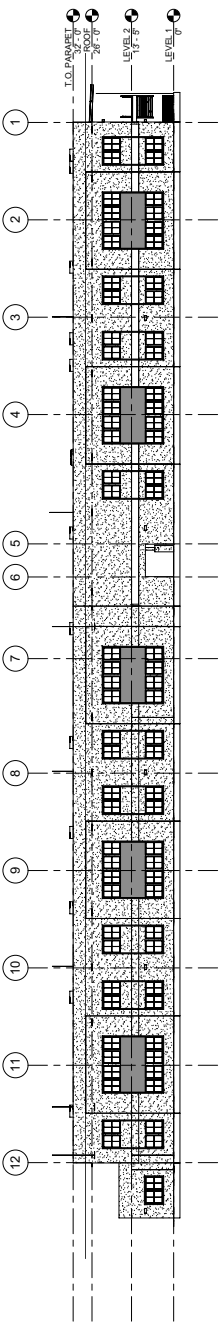
SOUTH - SEGMENT B 1/8" = 1'-0"

SOUTH - SEGMENT A 1/8" = 1'-0"

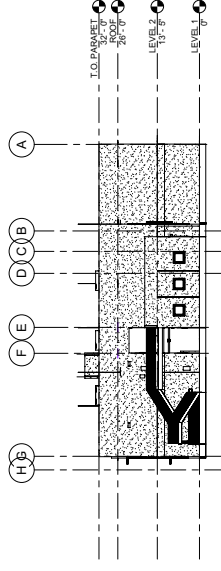
SOUTH - SEGMENT B 1/8" = 1'-0"

SOUTH - SEGMENT A 1/8" = 1'-0"

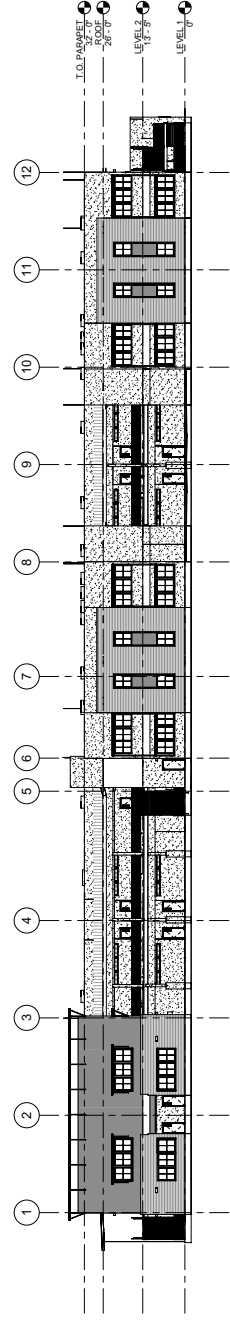
SOUTH - SEGMENT B 1/8" = 1'-0"



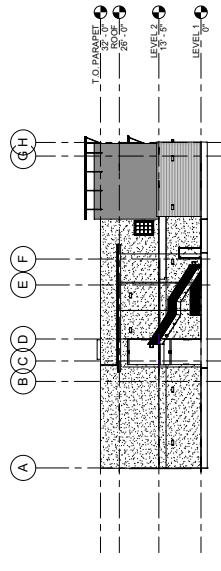
CLASSROOM - NORTH ELEVATION 1



CLASSROOM - EAST ELEVATION 2



CLASSROOM - SOUTH ELEVATION 3



CLASSROOM - WEST ELEVATION 4

LEMONWOOD K-8 RECONSTRUCTION
 OXNARD SCHOOL DISTRICT
 2200 CARNEGIE COURT
 OXNARD, CA 93033
 1340121-1



IDENTIFICATION STAMP
 PASADENA DISTRICT
 OFFICE OF REGULATION SERVICES
 AC _____ FLS _____ SS _____
 Date _____

| REVISION | DESCRIPTION | DATE |
|----------|-------------|------|
| | | |
| | | |
| | | |
| | | |
| | | |

SHEET TITLE
 CLASSROOM -
 BLDG. 1 -
 EXTERIOR
 ELEVATIONS

SHEET NUMBER
A1-21.1



MVE Institutional, Inc.
 3 MacArthur Place, Suite 830
 Torrance, CA 90505-3380
 www.mve-institutional.com

LEMONWOOD K-8 RECONSTRUCTION

OXNARD SCHOOL DISTRICT
2200 CARNegie COURT
OXNARD, CA 93033

1340121-1



IDENTIFICATION STAMP
PROJECT NO. _____
OFFICE OF REGULATORY SERVICES

AC _____ FLS _____ SS _____
Date _____

| REVISION | DESCRIPTION | DATE |
|----------|-------------|------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

SHEET TITLE
CLASSROOM -
BLDG. 1 - FLOOR
PLAN - LEVEL 2 -
SEGMENT B

SHEET NUMBER
A11-11.2B

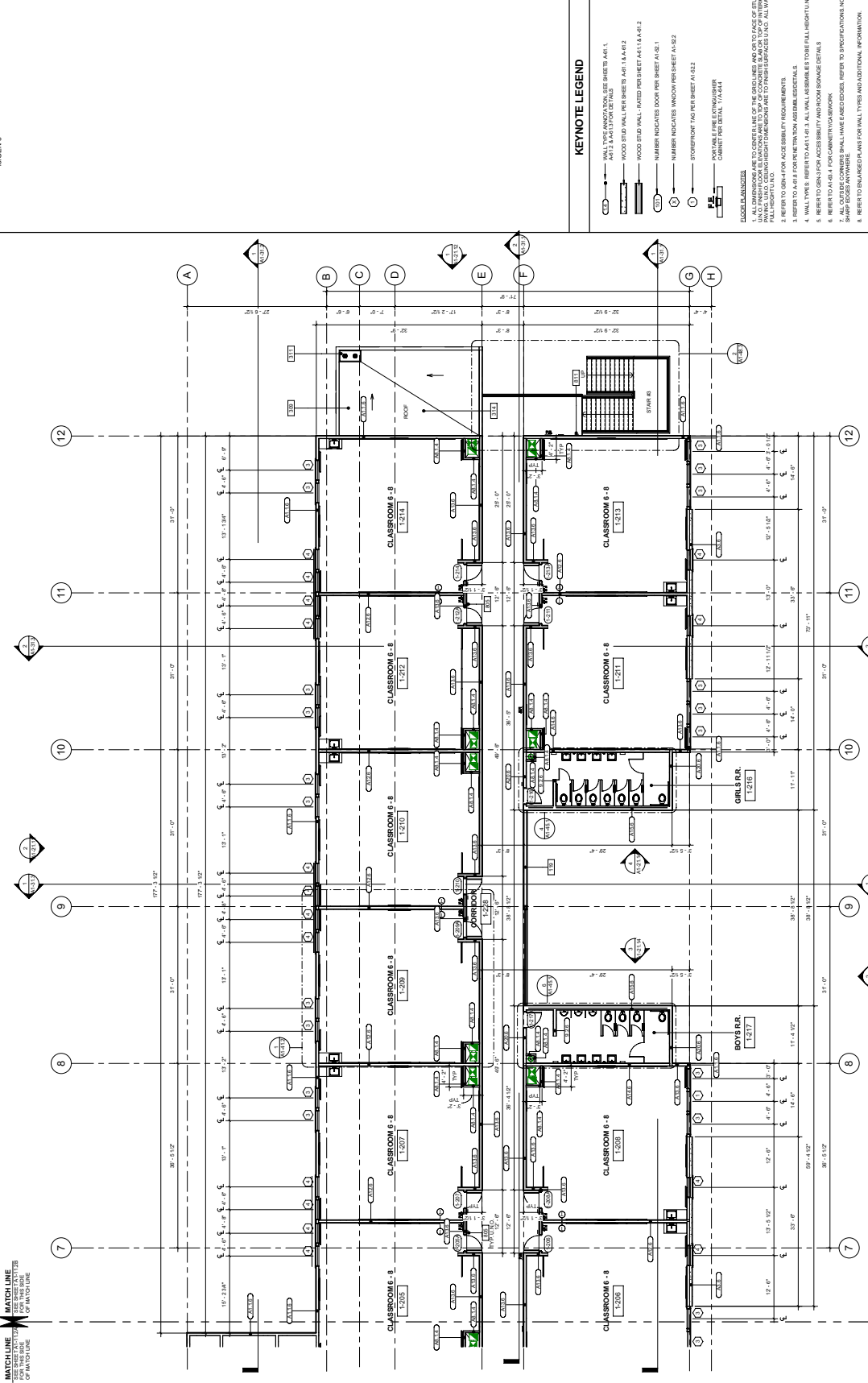
2013.09.21
3074
3074
3074



MVEI Institutional, Inc.
3 MacArthur Place, Suite 830
Irvine, CA 92618
949.409.5330
www.mve-institutional.com

DSA SUBMITTAL

| DESCRIPTION |
|---|
| 119 PAINTED STEEL GUARDRAILS PER SHEET A8.1 |
| 120 ROOF DRAIN PER SHEET A8.1 |
| 311 ROOF DRAIN PER SHEET A8.1 |
| 312 ROOF DRAIN PER SHEET A8.1 |
| 313 ROOF DRAIN PER SHEET A8.1 |
| 314 ROOF DRAIN PER SHEET A8.1 |
| 805 ROOM IDENTIFICATION SIGN, SEE DET. 805N3 |
| 811 TACTILE EXIT START DOWN SIGNAGE, SEE DET. 805N3 |



KEYNOTE LEGEND

- 1. ALL DIMENSIONS ARE TO CENTERLINE OF THE GRIDLINES AND TO FACE OF STUDS UNLESS OTHERWISE NOTED.
- 2. ALL DIMENSIONS TO FACE OF STUDS UNLESS OTHERWISE NOTED.
- 3. REFER TO A11 FOR ACCESSIBILITY AND ROOM SIGNAGE DETAILS.
- 4. WALL TYPES - REFER TO A11.4.2.3. ALL WALL ASSEMBLIES TO BE FULL HEIGHT UNLESS OTHERWISE NOTED.
- 5. REFER TO A11.4.2.3 FOR ACCESSIBILITY AND ROOM SIGNAGE DETAILS.
- 6. REFER TO A11.4 FOR COUNTER/CORNERWORK.
- 7. ALL OUTLET COVERS SHALL HAVE A 1/8" EDGE. REFER TO SPECIFICATIONS NO. 11.01.01 FOR DETAILS.
- 8. REFER TO UNLabeled LANS FOR WALL TYPES AND ADDITIONAL INFORMATION.
- 9. REFER TO ALL LEVEL PLANS FOR ADDITIONAL INFORMATION.

FLOOR PLAN - LEVEL 2 - SEGMENT B

1

MATCHLINE
THIS SHEET MATCHES THE
RIGHT MATCHLINE
OF MATCHLINE

MATCHLINE
THIS SHEET MATCHES THE
LEFT MATCHLINE
OF MATCHLINE

LEMONWOOD K-8 RECONSTRUCTION
 OXNARD SCHOOL DISTRICT
 2200 CARNEGIE COURT
 OXNARD, CA 93033
 1340121-1



IDENTIFICATION STAMP
 PLANS SECTION
 OFFICE OF REGULATORY SERVICES

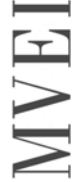
AC _____ FLS _____ SS _____
 Date _____

| REVISION | DESCRIPTION | DATE |
|----------|-------------|------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

SHEET TITLE
 CLASSROOM -
 BLDG. 1 - FLOOR
 PLAN - LEVEL 2

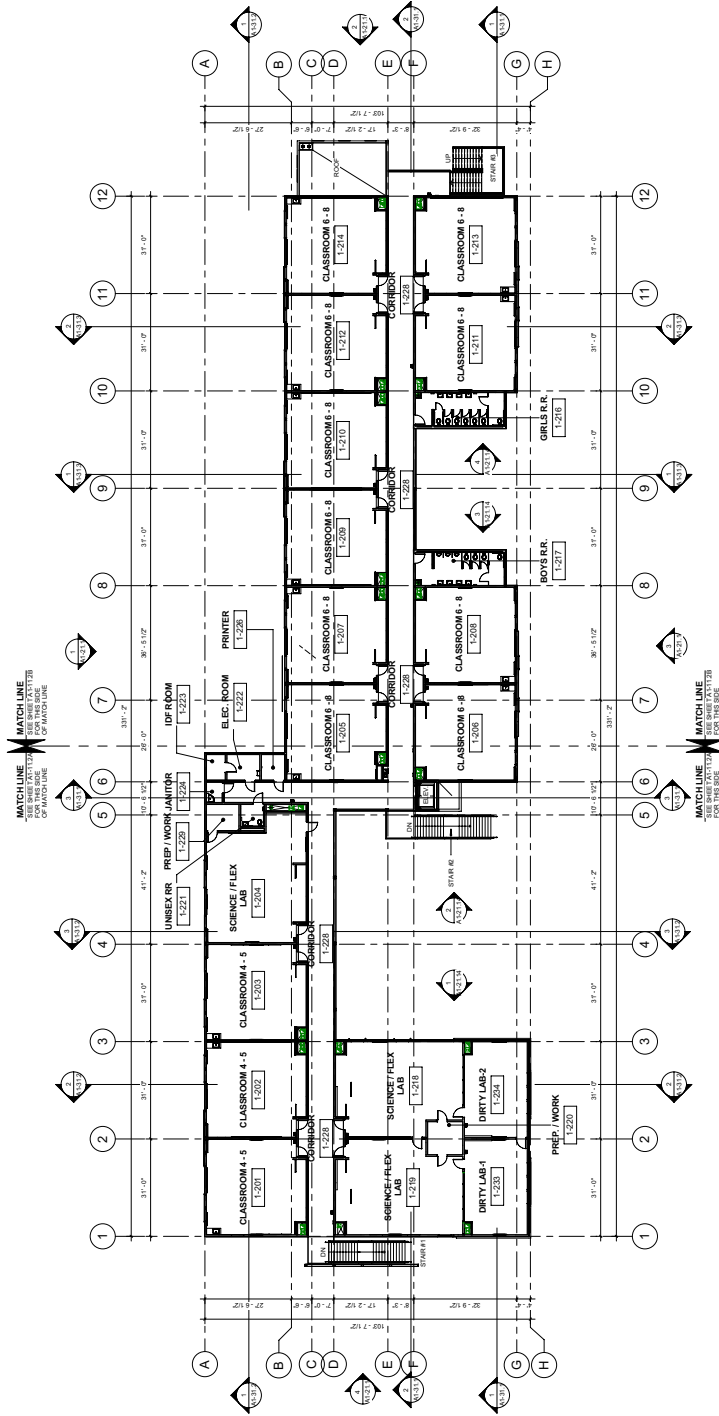
SHEET NUMBER
 A1-11.2

DATE: 2013.09.12
 2014
 1:00 PM LCP



MVEI Institutional, Inc.
 3 MacArthur Place, Suite 850
 Irvine, CA 92618
 949.409.5330
 www.mve-institutional.com

DSA SUBMITTAL



FLOOR PLAN - LEVEL 2 1/4" = 1'-0" 1

LEMONWOOD K-8 RECONSTRUCTION

OXNARD SCHOOL DISTRICT
2200 Carnegie Ct., Oxnard, CA 93033

1340121



IDENTIFICATION STAMP
PLANS SECTION
OFFICE OF REGULATION SERVICES

AC _____ FLS _____ SS _____
Date _____

| REVISION | DESCRIPTION | DATE |
|----------|-------------|------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

SHEET TITLE
KINDERGARTEN -
BLDG. 4 -
BUILDING
ELEVATIONS

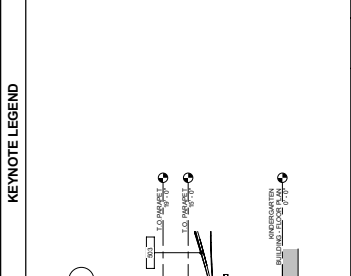
SHEET NUMBER
A4-21.1



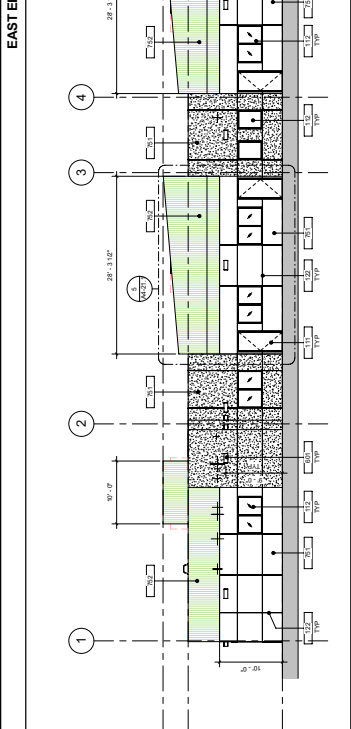
MVEI Institutional, Inc.
3 MacArthur Place, Suite 830
Irvine, CA 92618
Tel: 949.405.5330
www.mve-institutional.com

DSA SUBMITTAL

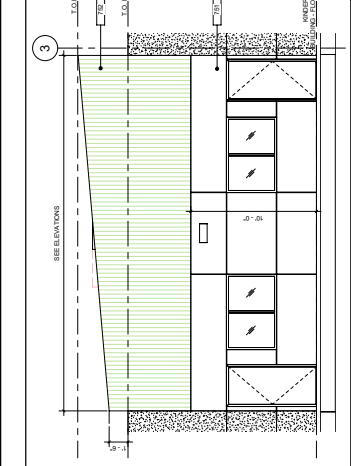
- DESCRIPTION**
- 111 DOOR PER OPENING SCHEDULE
 - 112 GLAZING PER OPENING SCHEDULE
 - 113 FINISHES PER DETAIL A4-21.5
 - 203 FINISHES PER DETAIL A4-21.5
 - 203 SMOKE STRUCTURE PER CPC DRAWINGS
 - 601 LIGHT FIXTURE PER ELECTRICAL DRAWINGS
 - 751 EXTERIOR PORTLAND CEMENT PLASTER OVER METAL LATH
 - 752 EXTERIOR CORRUGATED METAL VERTICAL PANELS - PREFINISHED ALUMINUM PANELS



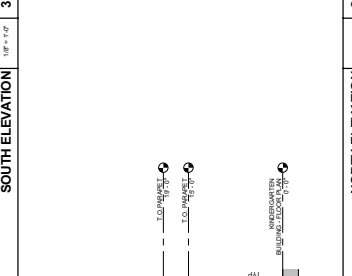
EAST ELEVATION 1/8" = 1'-0"



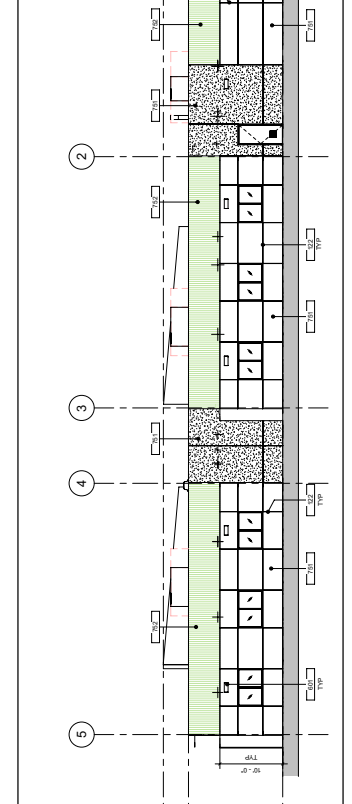
SOUTH ELEVATION 1/8" = 1'-0"



ENLARGED PARAPET PLAN 1/4" = 1'-0"



NORTH ELEVATION 1/8" = 1'-0"



WEST ELEVATION 1/8" = 1'-0"

Oxnard CSD - Program Schedule

| Task Name | Duration | Start | Finish | % Complete | | | | | | | | | | | | | | | | | | | | |
|--|-----------|-------------|-------------|------------|------|----|------|----|------|----|------|----|------|----|------|----|------|----|------|----|--|--|--|--|
| | | | | | 2013 | | 2014 | | 2015 | | 2016 | | 2017 | | 2018 | | 2019 | | 2020 | | | | | |
| | | | | | H1 | H2 | H1 | H2 | H1 | H2 | H1 | H2 | H1 | H2 | H1 | H2 | H1 | H2 | H1 | H2 | | | | |
| Oxnard School District PHASE I - Program Schedule Project 3 Summary | 1803 days | Mon 2/18/13 | Thu 3/19/20 | 52% | | | | | | | | | | | | | | | | | | | | |
| Phase III - Program Design | 800 days | Mon 2/18/13 | Wed 4/13/16 | 69% | | | | | | | | | | | | | | | | | | | | |
| Project 3 -Design & Reconstruct Lemonwood Elementary School (K8) | 800 days | Mon 2/18/13 | Wed 4/13/16 | 69% | | | | | | | | | | | | | | | | | | | | |
| Design & Reconstruct K-8 Facilities | 800 days | Mon 2/18/13 | Wed 4/13/16 | 69% | | | | | | | | | | | | | | | | | | | | |
| Phase IV - Program Procurement | 1119 days | Fri 4/5/13 | Fri 9/1/17 | 42% | | | | | | | | | | | | | | | | | | | | |
| Project Team Consultant Procurement | 1119 days | Fri 4/5/13 | Fri 9/1/17 | 62% | | | | | | | | | | | | | | | | | | | | |
| Project 3 Consultant Procurement | 1119 days | Fri 4/5/13 | Fri 9/1/17 | 62% | | | | | | | | | | | | | | | | | | | | |
| Project Construction Bid & Award | 120 days | Wed 3/1/17 | Thu 8/17/17 | 0% | | | | | | | | | | | | | | | | | | | | |
| Project 3 Bid & Award | 82 days | Mon 4/24/17 | Thu 8/17/17 | 0% | | | | | | | | | | | | | | | | | | | | |
| Phase V - Construction | 1569 days | Wed 1/22/14 | Thu 3/19/20 | 0% | | | | | | | | | | | | | | | | | | | | |
| Project 3 - Lemonwood Elementary school (K8) - School Reconstruction (Pending state aid reimbursements) | 650 days | Tue 9/5/17 | Thu 3/19/20 | 0% | | | | | | | | | | | | | | | | | | | | |

Project: 50-50 Master Program Sc
Date: Tue 12/2/14

| | | | | | | | |
|-----------------|--|--------------------|--|-----------------------|--|-------------|--|
| Task | | External Tasks | | Manual Task | | Finish-only | |
| Split | | External Milestone | | Duration-only | | Deadline | |
| Milestone | | Inactive Task | | Manual Summary Rollup | | Progress | |
| Summary | | Inactive Milestone | | Manual Summary | | | |
| Project Summary | | Inactive Summary | | Start-only | | | |

BOARD AGENDA ITEM

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

Date of Meeting: 1/21/15

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

CONSIDERATION AND APPROVAL OF RESOLUTION #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 AND RECONSTRUCTION OF PROJECT NO. 5, ELM ELEMENTARY SCHOOL (Cline/Gutierrez/CFW)

On November 13, 2013, the Board of Trustees entered into Agreement #13-155 for Lease Leaseback Pre-Construction Services for Project No. 5 – Elm Elementary School Re-Construction. The agreement was awarded to Seward L. Schreder Construction, Inc., after a competitive selection process.

On September 9, 2014, Seward L. Schreder Construction, Inc. notified the District, through Caldwell Flores Winters, Inc., (CFW) that it was unable to perform its tasks and responsibilities set forth in the agreement. Attached as Exhibit “A” is a copy of the Seward L. Schreder Construction Inc. letter requesting to be released from the Agreement for Pre-Construction Services.

The District, through District counsel, has negotiated a mutually agreeable release to the agreement. The proposed termination of Agreement #13-155 was reached between the parties under the following conditions:

1. Seward L. Schreder Construction, Inc (“SLS”) agrees that, other than payment of SLS Invoice Number 1, dated September 8, 2014, in the amount of \$35,535.00, the District shall have no further obligations to SLS under the Agreement, and that the payment of Invoice Number 1 shall be the final payment obligation of the District to SLS; and
2. SLS acknowledges and agrees that it continues to have an obligation to defend and indemnify the District and its agents pursuant to Article 11 of the Agreement for work it performed and services provided to the District under the Agreement.

MVE Institutional, Inc. (now known as SVA Architects, Inc. and hereinafter referenced as such in this agenda item), is close to completing the final architectural design package for submittal to the Division of the State Architect for review and approval. Prior to DSA submittal, certain pre-construction activities are highly recommended for a successful Lease-Leaseback delivery method of construction. The District requires the following services to be completed:

1. Cost estimation on the final design and construction documents to verify that the cost for construction of the school is within the proposed budget set forth and approved by the Board;
2. Value engineering, if necessary, to conform design to the project construction budget; and,
3. Final constructability review to eliminate issues and conflicts related to the project.

The District and CFW propose entering into an Agreement with Swinerton Builders, the second ranked firm in the competitive selection process to complete the preconstruction services with respect to the Elm School design. The proposed Services would be performed within the previously adopted budget and will not require a budget amendment. As a result of this development, CFW will be proposing a modification to the construction schedule to insure that all preconstruction activities are performed to the District's satisfaction.

FISCAL IMPACT:

The contract provides for the completion of the Pre-Construction Services related to Project No. 5: Elm Reconstruction, for the Basic Services Fee not to exceed:

EIGHTY THOUSAND DOLLARS AND NO CENTS (\$80,000.00)

In addition to the Basic Services Fee, an additional reimbursable allowance is included for approved expenses not to exceed Five Thousand Dollars No Cents (\$5,000.00)

The Agreements will be funded using Measure "R" funds and those funds encumbered to the Elm Project.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent for Business & Fiscal Services, the Executive Director of Facilities Planning, Engineering, and Operations, in consultation with Caldwell Flores Winters, Inc, that the Board of Trustees approve attached Resolution #14-23 releasing Seward L. Schreder Construction, Inc. of certain obligations under Agreement #13-155 and entering into Agreement #14-166 for Pre-Construction Services with Swinerton Builders to provide Pre-Construction Services related to the outstanding work on Project No. 5-Elm Reconstruction of Measure "R" Program and Oxnard Facilities Program.

ADDITIONAL MATERIAL(S):

- *Resolution #14-23 – Release SLS of Certain Obligations under Agreement #13-155 & approval of Agreement #14-166 with Swinerton Builders*
- *Exhibit "A" – SLS' Request Letter, dated 9/9/2014*
- *Response Letter from District to SLS, dated October 1, 2014*
- *Agreement #14-166, Swinerton Builders*

GOALS:

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

RESOLUTION #14-23

RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT AUTHORIZING THE DISTRICT TO RELEASE SEWARD L. SCHREDER CONSTRUCTION, INC. OF CERTAIN OBLIGATIONS UNDER AGREEMENT #13-155 REGARDING PROJECT NO. 5, ELM RECONSTRUCTION AND AUTHORIZING THE DISTRICT TO ENTER INTO AGREEMENT #14-166 WITH SWINERTON BUILDERS FOR PRE-CONSTRUCTION SERVICES FOR PROJECT NO. 5, ELM ELEMENTARY SCHOOL RECONSTRUCTION

WHEREAS, the Board of Trustees (“Board”) approved Board Agenda Item D-11 on June 5, 2013, accepting the District’s ranking of prequalified construction services firms, with Seward L. Schreder Construction, Inc. ranked first and Swinerton Builders ranked second; and

WHEREAS, the Board of Trustees (“Board”) approved Agreement #13-155 authorizing a pre-construction services contract between Seward L. Schreder Construction, Inc. and the Oxnard School District (“District”) for Project 5: Elm Reconstruction; and

WHEREAS, Seward L. Schreder Construction, Inc. advised the District in September 2014 that it would be unable to deliver pre-construction services for Project 5 as set forth in the executed contract and requested to be relieved of its contractual obligations; and

WHEREAS, the District will not incur any costs or liabilities if it terminates Seward L. Schreder Construction, Inc. contract, as requested by Seward L. Schreder Construction, Inc.; and

WHEREAS, the District desires to enter into a contract with Swinerton Builders as the second-ranked prequalified firm to replace Seward L. Schreder Construction, Inc. in delivering Project 5 pre-construction services under the lease/leaseback delivery method; and

WHEREAS, the Board desires to move forward with the completion of the design process and begin reconstruction of the Elm School.

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 authorizes the District to release Seward L. Schreder Construction, Inc. from their contract for Project 5 pre-construction services as provided for in the attached mutually executed release letter and that the release be effective immediately; and

BE IT FURTHER RESOLVED that the Board authorizes the District to enter into the attached agreement with Swinerton Builders as the second ranked proposer for Project 5 pre-construction services to replace Seward L. Schreder Construction, Inc., and complete the services originally contemplated under their contract;



Seward L. Schreder
CONSTRUCTION, INC.
General Engineering & Building Contractor

9/9/14

Caldwell Flores Winters, Inc.

6425 Christie Avenue, Suite 270

Emeryville, CA 94608

RE: Elm Elementary School Reconstruction Project #5

Dear Mr. Middlestadt;

Seward L. Schreder Construction Inc. is requesting to be terminated for convenience per the Agreement #13-155, Section 6.1.2 for the Elm Elementary School Project. Circumstances have arisen and we are unable to complete our contractual agreement at this time. We request to be relieved from this contract so that Oxnard School District may obtain another contractor to ensure a successful project.

We have appreciated the opportunity Oxnard School District and Caldwell Flores Winters, Inc. has provided to Seward L. Schreder Construction, Inc. we look forward to working together again.

Respectfully Submitted

A handwritten signature in blue ink, appearing to read 'WS', is written over the typed name.

Seward Schreder

President



OXNARD SCHOOL DISTRICT

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

October 1, 2014

Re: Schreder Request to Terminate Preconstruction Agreement 9/9/14

BOARD OF TRUSTEES

ERNIE "MO" MORRISON
President

VERONICA ROBLES-SOLIS
Clerk

DENIS O'LEARY
ALBERT DUFF SR.
ANA DEL RIO-BARBA

ADMINISTRATION

DR. CESAR MORALES
Superintendent

DR. JESUS VACA
Assistant Superintendent
Human Resources and
Support Services

DR. CATHERINE KAWAGUCHI
Assistant Superintendent
Educational Services

LISA CLINE
Assistant Superintendent
Business and Fiscal Services

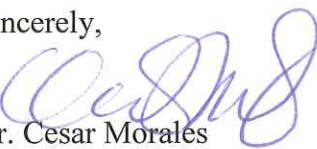
Dear Mr. Schreder:

Oxnard School District (the "District") has received your letter dated September 9, 2014, that you sent on behalf of Seward L. Schreder Construction, Inc. ("SLS") regarding the Elm Elementary School Reconstruction Project #5, Agreement #13-155 (the "Agreement"). Pursuant to your request, the District will agree to mutually terminate the Agreement with SLS under the following two conditions:


1. SLS agrees that, other than the payment of SLS's Invoice Number 1, dated September 8, 2014, in the amount of \$35,535.00, the District shall have no further obligations to SLS under the Agreement, and that the payment of Invoice Number 1 shall be the final payment obligation of the District to SLS; and
2. SLS acknowledges and agrees that it continues to have an obligation to defend and indemnify the District and its agents pursuant to Article 11 of the Agreement for work it performed and services provided to the District under the Agreement

If SLS agrees to these conditions you may indicate so by signing this letter below and returning it to me.

Sincerely,


Dr. Cesar Morales
District Superintendent
Oxnard School District

Agreed and Accepted:



Seward L Schreder Construction, Inc.
By: Seward Schreder
Its President

Date: 10/1/14

**AGREEMENT #14-166 FOR CONSTRUCTION
MANAGEMENT PRECONSTRUCTION SERVICES**

BETWEEN

SWINERTON BUILDERS

AND

OXNARD SCHOOL DISTRICT

JANUARY 21, 2015

FOR

PROJECT NO. 5: ELM ELEMENTARY RECONSTRUCTION

TABLE OF CONTENTS

PREAMBLE1
RECITALS.....1
AGREEMENT1
SECTION 11
GENERAL PROVISIONS1
SECTION 26
EMPLOYMENT OF CONSTRUCTION MANAGER6
SECTION 36
THE PROJECT6
SECTION 47
SERVICES7
SECTION 511
CONSTRUCTION MANAGER’S COMPENSATION & PAYMENT SCHEDULE11
SECTION 614
DEFAULT; REMEDIES; SUSPENSION AND TERMINATION14
SECTION 717
DUTIES AND LIABILITIES OF DISTRICT17
SECTION 817
PROJECT CONSTRUCTION COST ESTIMATES17
SECTION 918
PROJECT SCHEDULE18
SECTION 1018
DOCUMENTS OWNERSHIP, LICENSE, COPYRIGHT AND USE18
SECTION 1119
INDEMNIFICATION AND INSURANCE.....19
SECTION 1222
DISPUTE RESOLUTION22
SECTION 1324
NOTICES24
SECTION 1425
REPRESENTATIONS OF CONSTRUCTION MANAGER.....25
SECTION 1526
MISCELLANEOUS PROVISIONS26

AGREEMENT FOR CONSTRUCTION MANAGEMENT PRE-CONSTRUCTION SERVICES

PREAMBLE

This Agreement for Construction Management Pre-Construction Services (“Agreement”) is entered into on this 21ST day of January, 2015 by and between Swinerton Builders (“Construction Manager”), with a business address at 17731 Mitchell North, Suite 200, Irvine, CA 92614 and the Oxnard School District, a California public school district (“District”), with offices located at 1051 South A Street, Oxnard CA 93030. District and Construction Manager are sometimes individually referred to herein as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, the District proposes to undertake the construction and installation of certain improvements, as further defined and described below (the “Project”) and, in connection with the Project, requires the services of a duly qualified construction manager.

WHEREAS, Construction Manager represents that its employees are licensed to perform the services required under this Agreement in the State of California, as appropriate, and that Construction Manager is qualified to perform the services required under this Agreement.

WHEREAS, the Parties intend that Construction Manager provide professional services pursuant to this Agreement, under the management and oversight of the District’s Representative, in such manner as to enable the Project to be designed and constructed with the standard of care described herein without burdening the District’s staff.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and covenants herein and other valuable consideration, receipt of which is acknowledged, the Parties agree as follows:

SECTION 1 GENERAL PROVISIONS

- 1.1 **DEFINITIONS.** When used in this Agreement or in the Exhibits, the following terms shall have the meanings set forth below:
 - 1.1.1 **“Addendum”** shall mean written or graphic information (including without limitation drawings and specifications), prepared and issued prior to the receipt of Bids, which modifies or interprets the Bid Set by additions, deletions, clarifications, or corrections.
 - 1.1.2 **“Additional Services”** shall mean those services in addition to the Basic Services that are provided by Construction Manager pursuant to a written request by the District.
 - 1.1.3 **“Agreement”** shall mean this document and all its identified exhibits, attachments and amendments.
 - 1.1.4 **“Architect”** shall mean the Architect of Record for the design of the Project, or any successor architect of record approved and appointed by the District for the design of the Project.

- 1.1.5 “**Architect Consultant**” shall mean a person properly qualified and licensed in an aspect of design and construction employed at Architect’s sole expense, pursuant to prior approval from the District, to provide services for the Project.
- 1.1.6 “**Architect’s Supplemental Instruction**” or “**ASI**” shall mean a set of drawings which better explains the Architect’s intent with respect to the design of a building or structure
- 1.1.7 “**As-Built Documents**” shall mean the collection of documents assembled and prepared by the Contractor (including, without limitations the As-Built Drawings and specifications, shop drawings, approved changes, RFIs, manuals, etc.) showing the condition of the Project as actually built and accepted.
- 1.1.8 “**As-Built Drawings**” shall mean the final set of drawings prepared by the Architect that incorporates all changes from all drawings, sketches, details, and clarifications recording all changes from the Bid Set.
- 1.1.9 “**Basic Fee**” shall mean the compensation provided to Construction Manager for providing Basic Services.
- 1.1.10 “**Basic Services**” are described in Section 4 of this Agreement.
- 1.1.11 “**Bid**” shall mean the written proposal submitted to the District by a contractor in accordance with the Bid Set for the construction of the Project.
- 1.1.12 “**Bid Set**” shall mean the DSA Record Set, the construction contract, general conditions and any other documents included in the bid packages, including but not limited to any addenda, all in a form that District approves and uses to bid the construction of the Project.
- 1.1.13 “**Bidder**” shall mean the person or entity submitting a Bid.
- 1.1.14 “**BIM**” or “**Building Information Modeling**” shall mean the process of generating and managing building data during its life cycle. Typically it uses three-dimensional, real-time, dynamic modeling software to increase productivity in building design and construction. The process encompasses building geometry, spatial relationships, geographic information, and quality and properties of building components.
- 1.1.15 “**Board**” shall mean the Board of Trustees of the Oxnard School District.
- 1.1.16 “**CDE**” shall mean the California Department of Education.
- 1.1.17 “**Change Order**” or “**CO**” shall mean a written document between the District and the Contractor that is signed by the District and the Contractor authorizing a change in the work or and adjustment in the contract, or the contract time.
- 1.1.18 “**Change Order Request**” or “**COR**” shall mean a proposed change(s) in contract amount, requirements or time (outside the scope of the construction contract and/or provisions of its changes clause) which becomes a Change Order when approved by the District and the Contractor.
- 1.1.19 “**CHPS**” shall mean Collaborative for High Performance Schools.

- 1.1.20 “Construction Budget”** shall mean the amount of money that the District has allocated for the total Construction Cost for the Project, as may be amended by the District in its sole discretion.
- 1.1.21 “Construction Cost”** shall mean, as of acceptance of the Project, the cost of all labor, materials, and fixtures (but not trade fixtures) supplied by the Contractor and subcontractors to construct the Project, including mobilization, demobilization, materials, construction management fees, general conditions fees and expenses, fees paid to a Lease-Leaseback Contractor, and other costs typically included in this calculation and *excluding* (i) all fees and costs paid to the Architect and any Architect Consultant; (ii) all costs and expenses of services, reports, information, equipment and materials furnished by the District; (iii) all costs and fees related to off-site improvements; (iv) all costs incurred to remedy any design or construction defects or errors; and (v) any other Project-related costs and fees typically excluded.
- 1.1.22 “Construction Documents”** shall mean those documents which are required for the actual construction of the Project, including but not limited to the agreement between the District and the Contractor; complete working drawings and specifications setting forth in detail the work to be done and the materials, workmanship, finishes and equipment required for architectural, structural, mechanical, electrical systems and utility service-connected equipment and site work.
- 1.1.23 “Construction Manager”** shall mean and refers to the construction management firm listed in the first paragraph of this Agreement.
- 1.1.24 “Construction Phase(s)”** shall mean individual construction contract packages that are bid and/or contracted for separately.
- 1.1.25 “Constructability Review”** shall mean the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District’s objectives as explained to the Architect and Construction Manager by the District; and (ii) are free of errors, omissions, conflicts or other deficiencies so that the Contractor can construct the Project as therein depicted within the Project Budget and without delays, disruptions, or additional costs.
- 1.1.26 “Contractor”** shall mean the general contractor or any other contractor selected to perform work or services on the Project or any replacement.
- 1.1.27 “District”** shall mean the Oxnard School District.
- 1.1.28 “District Design Standards”** shall be the implementation of standard equipment and/or products as determined by the District, into the overall Project design.
- 1.1.29 “District’s Representative”** shall mean the District’s Superintendent and/or, Assistant Superintendent of Facilities and Operations and/or Director of Planning and Construction, and/or the Program Manager, or any authorized designee of those officers.
- 1.1.30 “DSA”** shall mean the Division of the State Architect of the State of California.
- 1.1.31 “DSA Record Set”** shall mean such documents, plans, drawings and specifications submitted to DSA as part of the design phase and stamped and approved by DSA for the Project.
- 1.1.32 “Educational Specifications”** shall mean the interrelated statements that communicate what educators believe is required to support a specific educational program.

- 1.1.33 “Funding Consultant”** shall mean any consultant designated by the District that assists the District in submitting applications for funding from programs administered by the State of California.
- 1.1.34 “Guaranteed Maximum Price” or “GMP”** shall mean the cost for construction and installation of a project and shall include both the “Estimated GMP” and the “Final GMP”.
- 1.1.35 “Inspector of Record” or “IOR”** shall mean a certified Inspector approved by DSA to inspect work pursuant to the Field Act (California Education Code §17280 *et seq.*) and applicable provisions of the California Code of Regulations. The IOR also serves as the representative of the District to conduct field inspections of the Project during construction.
- 1.1.36 “Lease-Leaseback”** shall mean a project delivery method under which the District leases real property it owns to a lease-leaseback entity and the lease-leaseback entity causes the construction of a facility the District desires on said real property and subleases the facility back to the District, with title to the facility vesting in the District at the end of the term of the sublease, as set forth in California Education Code §17406.
- 1.1.37 “LEED”** shall mean Leadership in Energy and Environmental Design as administered by the U.S. Green Building Council.
- 1.1.38 “Modernization/New Construction”** shall mean the comprehensive replacement or restoration of virtually all major systems, interior work (such as ceilings, partitions, doors, floor finishes, etc.) and building elements and features.
- 1.1.39 “MOU”** shall mean a memorandum of understanding.
- 1.1.40 “Notice of Completion” or “NOC”** shall mean the legal notice filed with the County Recorder after completion of the Project.
- 1.1.41 “OPSC”** shall mean the Office of Public School Construction of the State of California.
- 1.1.42 “Phase”** when used without the word “Construction” shall mean the various phases of architectural work described in the agreement with the Architect.
- 1.1.43 “Potential Change Order” or “PCO”** shall mean a written document before it has been approved and effected by the Contractor and the District.
- 1.1.44 “Principal(s)”** shall mean individual(s) who are participating owners of Construction Manager and are authorized to act on behalf of the firm.
- 1.1.45 “Project”** shall mean the project described hereinafter in Section 3.
- 1.1.46 “Project Budget”** shall mean the sum total of all monies allocated by the District to defray costs of the work and services related to the Project including, but not limited to, professional services, all construction services (such as site work, prime contracts, consultants, materials), contingencies and applicable general conditions for each construction phase.
- 1.1.47 “Project Director”** shall mean, with reference to Construction Manager, a licensed, experienced and well trained professional employed by Construction Manager and fully authorized to represent Construction Manager in all matters related to the Project including, but not limited to, executing

change orders during construction, and to bind Construction Manager to any commitments made on Construction Manager's behalf in connection herewith.

- 1.1.48 “Program Implementation Handbook”** shall mean the Program Implementation Handbook, First Edition dated December 2012 (a copy of which has been provided to the Construction Manager), and any revisions thereto which are approved by the District, which contains information related to project deliverables, project management procedures, and other requirements that are inherent to the performance of this Agreement.
- 1.1.49 “Program Manager”** shall mean the District approved program management firm, Caldwell Flores Winters, Inc., and any successor thereto appointed by the District.
- 1.1.50 “Project Manager”** shall mean the person assigned by the District to supervise the Project. The District will identify the Project Manager(s) for each Project.
- 1.1.51 “Project Schedule”** shall mean the entire series of events necessary to design and construct the Project and encompasses work and services of the Architect, Architect Consultant(s), the Contractor and other consultants.
- 1.1.52 “Primavera Contract Management System” or “CMS”** shall mean the program/project management software required by the District to maintain, route and issue all design phase documents, construction documents, and close out documents.
- 1.1.53 “Request for Information” or “RFI”** shall mean a written request from the Contractor to the District or the Architect for clarification or information about the Construction Documents following contract award.
- 1.1.54 “Re-Use of Plans” or “Re-Use”** shall mean the process by which the Architect develops a design for the Project which meets the District's Design Standards, Educational Specifications, Project Budget, and Project Schedule requirements, and is based upon a record set of plans, drawings, and specification approved by DSA for past projects constructed in other locations, and including all Site Adaption requirements.
- 1.1.55 “SAB”** shall mean the State Allocation Board of the State of California.
- 1.1.56 “Services”** shall mean all labor, materials, supervision, services, tasks, and work that Construction Manager is required to perform hereunder, including Basic Services and work reasonably inferred from this Agreement, as further described and clarified in Article 4 of this Agreement, including any Additional Services required of Construction Manager hereunder.
- 1.1.57 “Site Adaption”** shall mean all necessary revisions to a record set of plans, drawings and specifications approved by DSA for a past project utilized in the Re-Use of Plans to ensure that site specific conditions and District requirements are incorporated into the final design, and DSA Pre-Check (“PC”) Approval, if applicable, is maintained.
- 1.1.58 “SWPPP”** shall mean Storm Water Prevention and Pollution Plan.
- 1.1.59 “Time Impact Analysis” or “TIA”** shall mean a simplified analysis procedure typically specified on construction projects to facilitate the award of excusable days to project completion due to delays caused by either the District or the Contractor.

1.2 INCORPORATION OF RECITALS, EXHIBITS AND REFERENCED DOCUMENTS. The Recitals above and all Exhibits attached to this Agreement, now or hereafter by agreement of the Parties, are incorporated herein by reference and made a part of this Agreement.

SECTION 2
EMPLOYMENT OF CONSTRUCTION MANAGER

- 2.1 EMPLOYMENT OF CONSTRUCTION MANAGER.** The District hereby retains Construction Manager to perform, for consideration and upon the terms and conditions set forth herein, all Services required to complete the Project, as may be hereafter amended in an expeditious, safe and satisfactory manner. Construction Manager hereby accepts such retention and commits to perform all the Services required to complete the Project in a professional and conscientious manner in accordance and consistent with highest industry standards and the standard of care generally employed by professionals licensed and qualified to perform similar services within the State of California. The Services shall be performed in a safe, expeditious and satisfactory manner, with allowance for periods of time required for (i) the District's review and approval of submissions to the District by Construction Manger; (ii) review and approval of submissions to those authorities having jurisdiction over the Project; and (iii) Construction Manager's review of submissions to Construction Manager from the District, the Architect, or authorities having jurisdiction over the Project.
- 2.2 PROJECT DIRECTOR AND OTHER EMPLOYEES.** Construction Manger shall appoint and designate one employee to serve as the Project Director for the Project. The Project Director shall maintain personal oversight of the Project and the Services and shall be the primary contact on Construction Manager's behalf for all matters related to the Project for which he or she is designated as Project Director. The Project Director shall be vested with full authority to represent and act on behalf of Construction Manager for all purposes under this Agreement.
- 2.3 CONSTRUCTION MANAGER COVENANT AGAINST CONTINGENT FEES.** Construction Manager warrants and represents that it has not employed or retained any company or person, other than a bona fide employee working solely for Construction Manager, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Construction Manager, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Basic Fee or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

SECTION 3
THE PROJECT

The Project consists of such works of new construction, modernization and/or improvement that require Services to be provided by Construction Manager described more fully on Exhibit A.

SECTION 4 **SERVICES**

4.1 IN GENERAL.

- 4.1.1 Employment of Personnel.** Construction Manager shall employ, at its own cost and expense, any and all personnel needed to perform the Services and the Additional Services. Construction Manager must identify all personnel that will perform work at any District site and must obtain fingerprinting clearance from the District, as described in Section 14.2.3 below. Construction Manager agrees to reallocate any personnel whose work is unsatisfactory to the District. Construction Manager shall at all times be solely responsible for the compensation, benefits, tax deductions, insurance or other requirements of any laws applicable to its personnel.
- 4.1.2 Cooperation with District and Other Consultants.** Construction Manager shall confer and cooperate with District, DSA, The Program Manager, the Project Manager, the Architect and other District consultants, if any, in all matters and activities as related to this Agreement and the Project.
- 4.1.3 Project Communication.** In all cases, Construction Manager shall direct Project communication to the District's Program Manager, including any correspondence to the District, the District's consultants, District staff, the Architect, Contractors (excluding those contracted by Construction Manager directly to complete the Project), and/or any members of the public related to the Project.
- 4.1.4 Primavera Contract Management System or CMS.** The Project will be managed through the Primavera Contract Management System project management software from design through closeout. Construction Manager will utilize the Primavera Contract Management System software as required by the District. Construction Manager understands and agrees that Construction Manager shall be responsible for the cost of all fees and licenses to utilize and participate in the Primavera Contract Management System. Construction Manager further understands and agrees that the District may, at its sole option, advance the cost for such fees and licenses on behalf of Construction Manager. In the event that the District advances the cost of such fees and licenses on behalf of Construction Manager, Construction Manager understands and agrees that the District shall be entitled to a credit in the amount of such costs to be charged against Construction Manager's compensation for reimbursable expenses pursuant to Section 5.4 and such costs will be charged against Construction Manager's maximum allowable reimbursable expenses.
- 4.1.5 Primavera "P6" Project Planner.** All project scheduling activities shall be managed using the Primavera "P6" Project Planner platform.
- 4.1.6 Inspection and Final Acceptance.** District acceptance of any work, Services, or Additional Services, whether specifically in writing or by virtue of payment, shall not constitute a waiver of any of the provisions of the Agreement, including but not limited to, indemnification and insurance provisions.

4.2 BASIC SERVICES.

PRE-CONSTRUCTION PHASE

- 4.2.1** Construction Manager shall communicate and coordinate with the District and the Architect to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the District.

- 4.2.2** Construction Manager shall follow the processes and procedures as indicated in the Program Implementation Handbook, including all required Project and Program deliverables. In cases where this Agreement and the Handbook are not in strict agreement, the more stringent of the two requirements shall apply.
- 4.2.3** Construction Manager shall provide a preliminary evaluation of the Project Schedule, the Construction Budget, and the Construction Cost, each in terms of the other.
- 4.2.4** The Architect's agreement with the District may include numerous Phases of services described in such agreement. During the Architect's services, Construction Manager shall coordinate with the Architect as necessary to deliver the Services and support the schematic design, design development, construction documents, DSA submittal development and approval, and bid preparation, administration, review of bids, and development of proposed Guaranteed Maximum Price ("GMP").
- 4.2.5** Construction Manager shall:
- (1) Perform an ongoing review of the Architect's programming plan including the size of space, proposed finishes, ceiling heights, building height, exterior finishes, circulation spaces, any necessary ancillary spaces, and any anticipated site work;
 - (i) Construction Manager shall submit to the Program Manager, at each document review Phase, an analysis of the Architect's program in comparison to the District's approved Educational Specifications, including quantified cost and time impacts associated with each variance.
 - (2) Perform an ongoing analyses and review of the Construction Documents during their development and advise and make recommendations on proposed site use and improvements, facility improvements, selection of materials, building systems and equipment, constructability reviews, value engineering and related quality assurance/quality control consulting, scheduling, and methods of Project delivery.
 - (i) Construction Manager shall conduct frequent site visits to the extent necessary to gain a complete understanding of existing conditions, utility coordination requirements, in-wall and above-ceiling MEP and structural coordination requirements for existing buildings affected by planned construction, confirmation of construction staging areas, phasing plans, construction access, and all other site planning issues. No fewer than three site visits are required under this Agreement.
 - (3) Construction Manager shall advise and provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction, and factors related to construction cost and scheduling including, but not limited to, costs of alternative designs or materials, preliminary budgets, and possible economies.
 - (4) Regularly revise and update a Project Scope of Work document in coordination with the Architect to:
 - (i) Identify, quantify, and delineate the trade-specific scopes of work, how they are separate from each other, and where coordination is required to deliver a complete system for all components of the Project Scope of Work. Final deliverable for this responsibility shall include proposed bid packages with detailed scope of work document for each trade bid package, organized by associated project specification section, with accompanying list of prospective bidders for each trade bid package;

(ii) Identify potential scope gaps, or scope overlaps between trades and present such findings to the Architect and the Program Manager in a timely manner for review and consideration;

(iii) Identify long lead procurement items and approval activities required for each trade's scope of work; and

(iv) Identify submittal requirements, agency approvals, permit requirements, licensing requirements, and any other necessary items that are required for timely completion of each trade's scope of work.

(5) Coordinate actively with the Architect to provide trade coordination input into the design process to ensure that all Construction Documents are fully coordinated to the extent reasonable given the information available at the time of submittal.

(6) Perform ongoing and accurate Construction Cost estimating to confirm that cost to complete the Project does not exceed the Project Budget or the Construction Budget, including regular reconciliation reports between Architect's and Construction Manager's cost estimates, including square foot pricing at schematics, detailed line item quantities and costs at conceptual design, and regular cost estimate updates at design development, construction documents, DSA submittal, bid set and further Phases as needed.

(i) Construction Manager shall, in addition to preparation of project cost estimates indicated above, coordinate closely with the Architect of Record, Program Manager, and District's State Aid Consultant to complete accurate cost estimates as required for the submittal of State Aid Funding Requests, including but not limited to estimated total project costs (including all soft costs, utility fees, and other District costs not included in proposed GMP budget), estimated GMP amount, and specific cost estimates which qualify for OPSC supplemental grant programs per OPSC School Facilities Program Regulations including Service Site (*Section 1859.76(a)*), Off-Site (*Section 1859.76(b)*), and Utility (P.O.C.) (*Section 1859.76(c)*). Construction Manager shall provide accurate cost estimates, in coordination with the Architect of Record, in such format as is acceptable by OPSC.

(7) Prepare an ongoing and accurate, and periodically update, Project Schedule for the Architect's review and the District's acceptance showing major construction milestones including but not limited to: start of construction, mobilization, demolition, abatement, sitework, foundations, structure, mechanical/electrical/plumbing/fire sprinkler (MEPF) systems, building envelope, exterior finishes, interior finishes, landscaping/hardscaping, and Project completion. The Project Schedule must include the following information: detailed work activities properly sequenced for trade coordination planning as needed to ensure that the Project can be completed within the allotted construction schedule, long lead items are identified, curing times are identified, procurement schedule requirements are defined, submittal schedule requirements are defined, and other timeline and schedule planning as necessary to ensure that the Project can be constructed within the allotted timeframe. Construction Manager shall obtain the Architect's approval for the portion of the preliminary Project Schedule relating to the performance of the Architect's services. In the Project Schedule, Construction Manager shall coordinate and integrate Construction Manager's Services, the Architect's services, the construction of the Project, the District's responsibilities, inspection requirements, document review periods, and all other activities required for Project completion, highlighting critical and long-lead-time items.

(8) Develop a list of recommended contingencies, allowances, and estimated escalation.

(9) Develop proposed general conditions and all proposed markups including but not limited to: temporary utilities, trailers, equipment and other on-site and off-site costs, fees, insurance, and bonding.

(10) Develop site logistics and safety plan showing laydown areas, construction traffic flow, construction personnel parking, school staff access, student safe routes, site safety measures, emergency evacuation areas, and other issues affecting the school site's vehicular and pedestrian circulation, safety signage locations, as well as any and all effects on the educational program of the school sites.

(i) Construction Manager shall submit to the Program Manager, at each the completion of DSA submittal review, a proposed site logistics plan for the Project, clearly indicating with plan notes all areas, paths of travel, access ways, safety signage locations, etc. as indicated above.

(11) Develop a complete list of bid alternates, and proposed bid list of trade contractors as well as criteria for trade contractors pre-qualification, with at least five (5) trade contractors per trade required for major trades, and three (3) trade contractors per trade required for minor trades.

(12) Develop proposed GMP with full detail, bid results, and Construction Manager notes, including bid alternates and associated pricing.

4.2.6 Further, Construction Manager shall provide ongoing advice to the District and the Architect in a team effort to assure that the Project is delivered on time and on budget. To provide such ongoing support and consulting, the Construction Manager shall:

(1) Participate in weekly Project progress meetings with Architect and Program Manager to provide ongoing updates of status of items set forth in 4.2.4 (1) through (12) above, and to discuss any and all issues that arise that may affect the Project.

(2) Submit by 12:00 p.m. every Friday, a weekly progress report which includes, but is not to be limited to, the following information:

(i) Status of all required deliverables in progress, and required within 4 weeks of date of report;

(ii) Design intent and scope questions;

(iii) Programming status;

(iv) Coordination reviews;

(v) Regulatory and agency review updates;

(vi) Progress on any required studies and deliverables;

(vii) Contract administration;

(viii) Budget and value engineering; and

(ix) Schedule status.

(3) Provide support to the Program Manager as requested and or required to provide accurate and complete monthly updates to the Board and the Citizen's Bond Oversight Committee, including but not limited to (i) attending meetings with Program Manager; (ii) preparing reports and presentations to demonstrate project progress; and (iii) coordinating with Architect and Consultants to ensure complete and accurate information is provided at all times to the Board and Citizen's Bond Oversight Committee.

4.2.7 Following the District's approval of each Phase of the development of Construction Documents, Construction Manager shall update and submit the latest estimate of the Construction Cost and the Project Schedule, and all other Phase Deliverables as indicated in the Program Implementation Handbook, First Edition dated December 2012 (a copy of which has been given to Construction Manager), for the Architect's review and the District's approval.

4.2.8 **Changes Required to Meet Construction Budget.** If the lowest responsible bid, the preconstruction estimate as validated by the District or the GMP exceeds one hundred ten percent (110%) of the Construction Budget, Construction Manager shall work with the Architect to revise the scope and/or design of the Project at no additional expense to the District. The District shall approve or disapprove, in its sole discretion, all proposed changes to the scope and/or design intended to effect cost reduction and no such changes shall be effective until approved by the District.

4.3 ADDITIONAL SERVICES

4.3.1 **Construction Manager Additional Services.** Additional Services for any Project will require written request or pre-authorization in writing by the District following specific approval of such services by the District Board of Trustees. It is understood and agreed that Construction Manager shall not perform any Additional Services unless and until Construction Manager receives specific written approval for such Additional Services from the District Board of Trustees. If Additional Services result in a modification of the Basic Fee, then Construction Manager shall be paid for such additional services as part of the payment for the Basic Fee. All other Additional Services shall be paid by the District as provided in Section 5.2, Compensation for Additional Services. It is understood and agreed that if Construction Manager performs any services which it claims are Additional Services without receiving prior written approval from the District Board of Trustees, Construction Manager shall not be paid for such claimed Additional Services.

SECTION 5

CONSTRUCTION MANAGER'S COMPENSATION & PAYMENT SCHEDULE

5.1 COMPENSATION FOR BASIC SERVICES

5.1.1 **Compensation Description.** Construction Manager shall perform the Basic Services in exchange for compensation equal to the Basic Fee of:

EIGHTY THOUSAND DOLLARS AND NO CENTS (\$80,000.00) – the “Basic Fee”

Construction Manager shall submit for the District's approval a proposed Schedule of Values (“SOV”) within 14 days of receipt of the executed Agreement, indicating the Construction Manager's distribution of the Basic Fee among the various Services, separated by design phases and for basic services required, for use in determining the billable amounts to be invoiced by Construction Manager to the District. The District's approval of the SOV shall not be unreasonably withheld. Construction Manager shall allocate in the SOV a minimum of 5% of the Basic Fee to the DSA approval of the Project, and 5% of the Basic Fee to the completion of the bid documents/preparation of the proposed GMP.

5.2 COMPENSATION FOR ADDITIONAL SERVICES

5.2.1 Fees negotiated for Additional Services pursuant to 4.3.1 that result in a change in the scope of the Project or Basic Services shall be processed as an amendment to the Basic Services and Basic Fee, subject to the approval of District's Board of Trustees.

5.2.2 All other fees for Additional Services may be negotiated on a fixed fee or time and materials basis.

5.3 **DISPUTED AMOUNTS.** In the event of any good faith dispute concerning a particular payment or a portion of a payment under this Agreement, the District shall have the right to do either of the following: (i) make such disputed payment to Construction Manager without prejudice to the District's right to contest the amount so paid; or (ii) withhold up to 150% of the disputed amounts. If the District withholds amounts invoiced by Construction Manager, the District will notify Construction Manager in writing of the reasons for the withholding. From and after the date such notice is given, the District and Construction Manager shall use their good faith efforts to resolve the dispute as quickly as practicable under the circumstances. If the District has given such notice, Construction Manager shall not be entitled to terminate this Agreement or suspend Services hereunder on account of such nonpayment, provided the District makes payment for all undisputed sums. If the District chooses to withhold payments under clause (ii) of this Section and if it is subsequently determined that the District owes an additional payment to Construction Manager, the District shall pay such amount to Construction Manager. If the District chooses to proceed under clause (i) of this Section and it is subsequently determined that the District overpaid Construction Manager, Construction Manager shall promptly refund to the District the amount of such overpayment.

5.4 COMPENSATION FOR REIMBURSABLE EXPENSES

5.4.1 **PRIOR APPROVAL.** Reimbursable expenses and other approved charges are not included in the Basic Fee; however, the reimbursable expenses and other approved charges shall not exceed **[FIVE THOUSAND DOLLARS NO CENTS (\$5,000.00)]** without the prior written approval by the District. The following will not be reimbursed under this Agreement:

5.4.1.1 Travel costs associated with delivery of Basic Services not explicitly approved under Section 5.4.2.

5.4.1.2 Consultant fees and expenses not explicitly approved under Section 5.4.2.

5.4.1.3 Any other cost or expense not explicitly approved under Section 5.4.2.

5.4.2 **REIMBURSABLE EXPENSES.** Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. Construction Manager may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by Construction Manager in furtherance of performance of its obligations under this Agreement, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by the District in writing and in total do not exceed the amount set forth in Section 5.4.1. The following is the **EXCLUSIVE** list of acceptable reimbursable expenses, unless specifically authorized in writing by Program Manager:

5.4.2.1 **Travel and Mileage.** Construction Manager 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 Construction Manager's office to the Project site(s) or to the District's office will not be approved for reimbursement.

5.4.2.2 Fees for Consultants. Fees for consultants hired and paid by Construction Manager at the written request of District that are not provided as Basic Services.

5.5 INVOICES

5.5.1 Invoices for Construction Manager’s Basic Services. Following completion of the Services applicable to each phase set forth in the SOV, or agreement by the District to consider an interim invoice, Construction Manager shall submit an invoice in form and substance satisfactory to the District in an amount not to exceed the amount specified as the portion of the Basic Fee to be paid for that phase set forth in the SOV for the Services identified in the invoice.

5.5.1.1 Each invoice must be accompanied by an **Approval Letter** from the District in the form of **Exhibit B**, attached hereto.

5.5.1.2 Each invoice must be accompanied by an **Invoice Cover Sheet** indicating amounts billed to date, and remaining to be paid in the form of **Exhibit B**, attached hereto.

5.5.1.3 The District shall pay Construction Manager for all undisputed amounts, which are approved by the District pursuant to this Agreement, no later than sixty (60) calendar days from the date of receipt by the District of an invoice from Construction Manager. If District withholds any amount following a default, as provided in Section 6 of this Agreement, Construction Manager shall certify in each subsequent invoice that none of the amounts invoiced represent any portion of the amounts identified for withholding. Withheld amounts shall be paid as specified on the notice from the District informing Construction Manager that the District elects to exercise its right to withhold payment following a Construction Manager default, if any.

5.5.2 Invoices for Additional Services. Except for Additional Services that are incorporated into the Basic Fee, payments for Additional Services shall be made monthly after approval by the District’s Board of Trustees. Construction Manager’s invoice shall be clearly marked “Request for Payment for Additional Services.” Each invoice shall be accompanied by receipts and adequate supporting information. Payment on a properly submitted, fully supported and documented invoice will be due within sixty (60) days of the date all required supporting information is received by the District.

5.5.3 Invoices for Reimbursable Expenses. Payments for Reimbursable Expenses, if any, shall be made monthly, unless otherwise specified within the reimbursable expense authorization. Construction Manager’s invoice shall be clearly marked “Request for Payment of Reimbursable Expenses.” Each invoice shall be accompanied by receipts and adequate supporting information. Payment on a properly submitted, fully supported and documented invoice will be due within sixty (60) days of the date all required supporting information is received by the District, unless the District disputes in good faith any portion of the amount claimed by Construction Manager to be due.

5.5.4 Final Invoice. Upon completion of all Services, Construction Manager shall prepare a final invoice for the remaining amount due, including and separately identifying any amounts withheld by District hereunder. This invoice shall be prominently noted **FINAL INVOICE FOR PROJECT NO. 5: ELM ELEMENTARY RECONSTRUCTION PROJECT.** The District shall make payment within sixty (60) days of the District’s approval of the final invoice.

5.5.5 Combined Invoices. Invoices for Basic Services, Additional Services and Reimbursable Expenses may be combined on a single invoice provided that the invoice is itemized and follows the instructions above.

SECTION 6
DEFAULT; REMEDIES; SUSPENSION AND TERMINATION

6.1 TERMINATION BY DISTRICT

6.1.1 For Cause. The District may terminate all or any portion of this Agreement or the Services for cause in the event of a Construction Manager Default. With respect to any monetary Construction Manager Default, the termination shall be effective if Construction Manager fails to cure such default within fifteen (15) calendar days following issuance of written notice thereof by the District. With respect to any non-monetary Construction Manager Default for which no time period for cure is otherwise specified below, the termination shall be effective if Construction Manager fails to cure such default within thirty (30) calendar days following issuance of written notice thereof by the District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecute such cure to the satisfaction of the District. If the District does not terminate, the District will have the right to withhold monies otherwise payable to Construction Manager until completion of all Services. If the District incurs additional costs, expenses or other damages due to the failure of Construction Manager to properly perform pursuant to this Agreement, those costs, expenses or other damages shall be deducted from the amount payable to Construction Manager. If the amount payable to Construction Manager exceeds the amounts withheld, the balance will be paid to Construction Manager upon completion of all Services. If the costs, expenses or other damages incurred by the District exceed the amounts withheld, Construction Manager shall be liable to District for the difference and Construction Manager shall promptly pay the District such difference. The provisions of this Paragraph 6.1.1 are in addition to, and not a limitation upon, any other rights and remedies of the District under law or in equity and shall survive the termination of this Agreement.

6.1.2 For Convenience. The District may terminate, abandon or suspend performance of this Agreement for convenience and without cause at any time upon thirty (30) days written notice to Construction Manager, in which case the District will pay Construction Manager as provided in Section 5 for all Services and authorized Additional Services actually performed, and all authorized Reimbursable Expenses actually incurred and paid, under and in accordance with this Agreement, up to and including the date of termination; provided that such payments shall not exceed the percentage amounts specified as compensation for the phases set forth in the SOV of the Services completed, plus any Additional Services and Reimbursable Expenses completed prior to termination, unless the District at its sole discretion determines that demobilization or other compensation is appropriate. After a notice of termination is given, Construction Manager shall submit to the District a final claim for payment, in the form and with certifications prescribed by the District. Such claim shall be submitted promptly, but in no event later than sixty (60) calendar days after the Termination Date specified on the notice of termination.

Such payment shall be Construction Manager's sole and exclusive compensation and the District shall have no liability to Construction Manager for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

6.1.3 Temporary Suspension of Services. If the Services are suspended in whole or in part by the District for less than one hundred twenty (120) consecutive calendar days, and notice to that effect was provided to Construction Manager prior to the suspension of the Services, Construction Manager shall complete any remaining Services in accordance with the terms herein as in existence at the time of suspension and Construction Manager shall not be entitled to additional compensation. If the Services are suspended, in whole or in part, by the District for one hundred twenty (120) consecutive calendar

days or more, the Project Schedule shall be adjusted and Construction Manager's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Services.

6.2 CONSTRUCTION MANAGER DEFAULT. The occurrence of one or more of the following events shall constitute a "Construction Manager Default" under this Agreement:

6.2.1 Inability to pay Debts and Failure to Pay Consultants. At any time prior to the expiration or termination of this Agreement, Construction Manager is unable to pay its debts in the ordinary course of business as they come due, including but not limited to failure to pay, when due, invoices from consultant(s) providing services in connection with this Agreement.

6.2.2 Assignment for the Benefit of Creditors. An assignment for the benefit of creditors is made by, or any bankruptcy, reorganization (in connection with a debtor relief proceeding), receivership, moratorium or other debtor relief proceedings are commenced by or against Construction Manager, and the same is not discharged within ninety (90) days of commencement.

6.2.3 False or Misleading. Any representation or warranty made by Construction Manager in this Agreement or in connection with any Services proves to be false or misleading in any material respect.

6.2.4 Defective Services; Errors or Omissions; Failure to Perform. Construction Manager (a) provides defective services, including any deficiencies due to errors or omissions; or (b) fails to deliver Services in a timely manner; or (c) causes any delays for any reason, including providing defective Services; or (d) fails to perform any obligations under this Agreement (including, without limitation, failure to supply sufficient skilled personnel or suitable materials or equipment or failure to adhere to the Project Schedule).

6.2.5 Willful Violation. The District determines that (a) Construction Manager is willfully violating any conditions or covenants of this Agreement or the Construction Documents; or (b) Construction Manager is executing Services in bad faith or not in accordance with terms hereof.

6.2.6 Failure to Cooperate With DSA. Failure to comply with DSA requirements or to submit documents at any pre-scheduled times in accordance with the MOU process will constitute an automatic default.

6.2.7 Unapproved Assignment. Construction Manager attempts to assign this Agreement or any Services hereunder without prior written approval from the District.

6.2.8 Disregard of District Authority or Direction. Construction Manager disregards the authority of the District or fails or refuses to perform any reasonable act or service requested by the District hereunder.

6.2.9 Violation of Applicable Law. Construction Manager violates any applicable law, statute or governmental regulation in connection with any Services or this Agreement.

6.2.10 Failure To Maintain Errors and Omissions Insurance. Construction Manager fails to maintain the insurance required pursuant to Section 11.2. herein.

6.3 DISTRICT REMEDIES

6.3.1 General Remedies. If a Construction Manager Default occurs under this Agreement, the District may exercise any right or remedy it has under this Agreement, or otherwise available at law or equity, and all of the District's rights and remedies shall be cumulative.

- 6.3.2 Withholding Payment.** If a Construction Manager Default occurs, the District's obligation to disburse further funds to Construction Manager pursuant to this Agreement may be terminated or suspended by the District, in its sole discretion. In connection with any Construction Manager Default, the District may withhold all or a portion of any payments then or thereafter due to Construction Manager until Construction Manager cures any and all defaults to the satisfaction of the District.
- 6.3.3 Stop Work.** Upon the occurrence of a Construction Manager Default, the District may, at its sole and absolute discretion, order Construction Manager in writing to stop work on the Services, or any portion thereof, until the Construction Manager Default has been cured. Construction Manager shall make best efforts to avoid delays and shall be solely responsible for any additional costs to the Project in connection with such "stop work" order.
- 6.3.4 Self Help.** Upon the occurrence of a Construction Manager Default, the District may, at its sole and absolute discretion, without prejudice to other remedies, correct any deficiencies resulting from the Construction Manager Default. In such case, the District may deduct costs relating to correcting such deficiencies, including, without limitation, compensation for additional services and expenses of a supplemental or replacement architect, design or engineering consultants and other consultants made necessary by such defaults, including services of legal counsel, from payments then or thereafter due to Construction Manager and may adjust the Basic Fee and any fees for Additional Services accordingly. If the payments then or thereafter due to Construction Manager are not sufficient to cover the amount of the deduction, Construction Manager shall pay the difference to the District.
- 6.3.5 Payment to Consultant.** If the Construction Manager Default is due to Construction Manager's failure to pay, when due, invoices of a consultant providing Services in connection with this Agreement, the District shall have the right, but no obligation, to pay the amount invoiced directly to that consultant from any amounts then due Construction Manager, provided that the District has accepted the Services to which the invoices refer. The District shall have no further liability to Construction Manager in connection therewith.
- 6.4 TERMINATION BY CONSTRUCTION MANAGER.** Construction Manager may terminate this Agreement only upon the occurrence of one of the following conditions:
- 6.4.1 Failure to Pay Undisputed Amounts.** Construction Manager may terminate upon thirty (30) days written notice if the District fails to make any undisputed payment to Construction Manager when due and such failure remains uncured for forty-five (45) calendar days after written notice to the District.
- 6.4.2 Long Term Suspension of Project.** If the Project on which Construction Manager is providing Services are suspended or abandoned by the District for more than one hundred twenty (120) consecutive calendar days, Construction Manager may terminate this Agreement upon ninety (90) calendar days' notice to the District, provided the District does not reactivate the Project within such ninety (90) calendar day period.
- 6.5 SOLE REMEDY UPON TERMINATION BY CONSTRUCTION MANAGER**
- 6.5.1 Payment for Services.** In the event of a termination of this Agreement by Construction Manager in accordance with Section 6.4, the District shall pay Construction Manager an amount for its Services, Additional Services and Reimbursable Expenses calculated in accordance with Paragraph 6.1.2 of this Agreement. Such payment shall be Construction Manager's sole and exclusive compensation and the District shall have no further liability or obligation to Construction Manager for any other compensation or damages, including, without limitation, anticipated profit, prospective losses, business

devastation, legal fees or costs associated with legal representation or consequential damages of any kind.

SECTION 7

DUTIES AND LIABILITIES OF DISTRICT

7.1 DUTIES

- 7.1.1 Program Manager:** The Program Manager represents the District in all matters pertaining to the Services. The Program Manager shall cooperate with Construction Manager in all matters relative to this Agreement in order to permit the performance of the work without undue delay.
- 7.1.2 Statement of Building Program.** The District shall provide full information as to the requirements for and the education program to be conducted in the Project, including budget limitations and scheduling. Construction Manager shall have the right to rely upon such information unless Construction Manager knows or should know that the information is inaccurate or incomplete.
- 7.1.3 Architect.** The District shall retain the Architect whose services, duties and responsibilities are described in the agreement between the District and the Architect. The District-Architect agreement shall be furnished to Construction Manager.
- 7.1.4 District Performance of Work.** The District reserves the right to perform work related to the Project with the District's own forces and/or to award contracts in connection with the Project. The District shall notify Construction Manager of the District's intent to perform work related to the Project with the District's own forces and/or to award contracts in connection with the Project.

7.2 LIMITATION ON LIABILITY OF DISTRICT

- 7.2.1** Other than as specifically provided elsewhere in this Agreement, the District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall the District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
- 7.2.2** The District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Construction Manager, its employees, agents, consultants, invitees or guests even if such equipment has been furnished or loaned to Construction Manager by the District.

SECTION 8

PROJECT CONSTRUCTION COST ESTIMATES

- 8.1 CONSTRUCTION BUDGET.** The Construction Budget may be revised at the conclusion of design or other earlier phase of the Project at the discretion of the District based on input from the Architect and Construction Manager.
- 8.2 ESTIMATED PROJECT CONSTRUCTION COST.** The estimated Construction Cost shall be prepared and updated by the Construction Manager as required by this Agreement. The estimated Construction Cost shall under no circumstances exceed the Construction Budget, including a

reasonable allowance built in for estimating design contingency. The Construction Manager shall, at no additional cost to the District, incorporate any and all revisions needed to the preliminary studies, schematic drawings, site utilization plans and Construction Documents if at any time Construction Manager becomes aware that the estimated Construction Cost, as recalculated, will exceed the Construction Budget; provided that this limitation shall not apply to unanticipated cost increases beyond the reasonable control of Construction Manager.

SECTION 9

PROJECT SCHEDULE

9.1 SCHEDULE

9.1.1 Time for Completion. Time is of the essence and failure of Construction Manager to perform the Services on time shall constitute a material breach of this Agreement. It shall not be a material breach if a delay is beyond Construction Manager's control as set forth in Section 9.1.4 below. The milestones set forth on the Project Schedule are binding, unless extended in writing by the Board of Trustees.

9.1.2 Delays. Except as otherwise provided in Section 5.2, Construction Manager shall not be entitled to any compensation additional to the Basic Fee, damages or any losses incurred in connection with delays due to errors, omissions, intentional or negligent acts of Construction Manager (including their respective employees or those in a direct contractual relationship with either).

9.1.3 Notice of Delay. Construction Manager shall immediately notify the District of any delay in: (i) the preparation and/or production of any of the Architect's documents hereunder; (ii) the performance of Services; or (iii) connection with any matter attended to by Construction Manager or with which Construction Manager is familiar (whether or not as the result of an act or omission of another).

Construction Manager shall consult and advise the District in connection with any such delay and its effect on the Project Schedule and shall take such action on the District's behalf as the District may request in accordance with the terms and conditions of this Agreement.

9.1.4 Force Majeure. Neither party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed party: (i) gives the other party prompt written notice of such cause; and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed party's time for performance or cure under this Section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.

SECTION 10

DOCUMENTS OWNERSHIP, LICENSE, COPYRIGHT AND USE

10.1 OWNERSHIP. Pursuant to California Education Code Section 17316 and the requirements of the District, all plans, specifications, original or reproducible transparencies of any drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded in electronic form (hereinafter referred to as the "Project Documents") shall be and remain the property of the District.

10.2 DELIVERABLES UPON TERMINATION. Following the termination of any Services, for any reason, or abandonment of all or a portion of the Project, the District may utilize the Construction Documents and the Project Documents as it sees fit and Construction Manager shall deliver to the District all Construction Documents and Project Documents.

10.3 NO REPRODUCTION OR USE BY CONSTRUCTION MANAGER OR THIRD PARTIES. After completion of the Project, or earlier termination of the Services, Construction Manager shall not use the Construction Documents for any purpose without District's prior written consent. In addition, Construction Manager shall not permit reproductions to be made of any Construction Documents without the approval of the District and shall refer all requests by other persons to the District.

SECTION 11

INDEMNIFICATION AND INSURANCE

11.1 INDEMNIFICATION.

11.1.1 INDEMNITY AND LITIGATION COSTS. To the fullest extent permitted by law, Construction Manager agrees that it will indemnify, defend and hold the District, the District's Representative, members of the District's Board of Trustees, directors, officers, employees, agents and authorized volunteers (the "Indemnitees") entirely harmless from all liability arising out of:

11.1.1.1 any and all claims under worker's compensation acts and other employee benefit acts with respect to Construction Manager's employees arising out of Construction Manager's work under this Agreement; and

11.1.1.2 any claim, loss, injury to or death of persons or damage to property to the extent that it is caused by any negligent or reckless act, error or omission or willful misconduct (other than a professional act or omission) of Construction Manager, its officers, employees, consultants, subconsultants or agents, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, arising out of, or in any way connected with the Project, including injury or damage either on or off District property, but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of the Indemnitees or of other third parties for which Construction Manager is not legally liable.

11.1.2 To the fullest extent permitted by law, Construction Manager agrees to indemnify and hold the Indemnitees entirely harmless from all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct in the performance of professional services by Construction Manager, its officers, employees, consultants, subconsultants or agents, pursuant to this Agreement.

11.1.3 Construction Manager's obligation to indemnify does not include the obligation to defend actions or proceedings brought against the Indemnitees but rather to reimburse the Indemnitees for attorney's fees and costs incurred by the Indemnitees in defending such actions or proceedings brought against the Indemnitees to the extent such actions or proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Construction Manager, but not to the extent of loss, injury, death or damage caused by the active negligence or willful misconduct of District or of other third parties for which Construction Manager is not legally liable.

11.1.4 Survival of Indemnities. The provisions of this Section shall survive the termination of this Agreement.

11.2 INSURANCE. Without in any way affecting the indemnity provided in or by Section 11.1, before commencement of any Services, Construction Manager shall procure and maintain at its own cost and expense for the duration of the Services, and longer as required by the District against claims for injuries to persons or damages to property which may arise from or in connection with the Services, the types and amounts of insurance set forth herein.

11.2.1 Minimum Limits of Insurance. Construction Manager shall procure and maintain the types and amounts of coverage as follows:

11.2.1.1 Commercial General Liability Insurance with a limit of not less than \$3,000,000 each occurrence for bodily injury, personal injury and property damage/\$6,000,000.

11.2.1.2 Automobile Liability Insurance (Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto)). Minimum of \$2,000,000 limit each accident.

11.2.1.3 Professional Liability (Errors and Omissions) Insurance with a limit not less than \$2,000,000 per claim and \$4,000,000.00 in the annual aggregate.

11.2.1.4 Workers' Compensation Insurance as required by the State of California (Division IV of the California Labor Code, and any amendatory acts or provisions thereto).

11.2.1.5 Employer's Liability Insurance in an amount not less than \$1,000,000 per accident for bodily injury or disease.

11.2.2 Minimum Scope of Insurance.

11.2.2.1 Commercial General Liability insurance shall be written on Insurance Services Office form CG 0001 (or a substitute form providing coverage at least as broad) and shall cover liability arising from bodily injury and property damage (broad form property damage), premises, operations, independent contractors, products-completed operations, personal injury and advertising injury liability (including the tort liability of another assumed in a business contract), contractual liability with respect to this Agreement, explosion, collapse and underground hazards.

11.2.2.2 Automobile Insurance shall cover liability arising out of any automobiles (including owned, hired and non-owned automobiles). Coverage shall be written on Insurance Services Office form CA 0001, or a substitute form providing liability coverage at least as broad. The policy may require deductibles acceptable to the Director of Risk Management of the District, but not self-insured retention without written approval from District.

11.2.2.3 If the Professional Liability Insurance policy is written on a claims made basis, it shall be maintained continuously for a period of no less than four (4) years after Final Completion of the Project to which it applies. The "retro date" must be shown and must be before the date of this Agreement.

11.2.3 Valuable Document Insurance: Construction Manager shall carry adequate insurance on all drawings and specifications as may be required to protect District in the amount of its full equity in those drawings and specifications, and shall file with District a certificate of that insurance. The cost of that insurance shall be paid by Construction Manager.

11.2.4 Content and Endorsements: Each policy must contain, or be endorsed to contain, the following provisions:

- 11.2.4.1**The Commercial General Liability policy shall name District, its Board of Trustees and each member thereof, its officers, employees, agents, and designated volunteers as named additional insureds (“Additional Insureds”). The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. Coverage shall be primary and not contributory with respect to the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of Construction Manager’s insurance and shall not contribute with it.
- 11.2.4.2**On each policy of insurance, the insurer shall agree to waive all rights of subrogation against District, its Board of Trustees and each member thereof, its officers, employees, agents, and volunteers.
- 11.2.4.3**Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice has been given to the District by the carrier. In the case of cancellation for non-payment, ten (10) days notice is acceptable. Qualified statements such as carrier “will endeavor” or that “failure to mail such notice shall impose no obligation and liability upon the company” shall not be acceptable.
- 11.2.4.4**The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.
- 11.2.5 General Insurance Matters:** All insurance coverage required under this Agreement shall:
- 11.2.5.1**Be issued by insurance companies admitted to do business in the State of California, with a financial rating of at least an A:VII as rated in the most recent edition of Best’s Insurance Reports. Architect shall notify District in writing if any of its insurer(s) have an A.M. Best rating of less than A:VII. At the option of District, either 1) District can accept the lower rating; or 2) Construction Manager shall be required to procure insurance from another insurer.
- 11.2.5.2**Except for professional liability policies, all insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees and agents.
- 11.2.5.3**Construction Manager shall promptly notify the District of any materials change in the coverage, scope, or amount of any policy.
- 11.2.5.4**Except for professional liability policies for which primary coverage is not available, all such insurance shall be primary insurance. Any insurance of the District shall be excess coverage for benefit of the District only and non-contributory.
- 11.2.5.5**At all times while this Agreement remains in effect, Construction Manager shall maintain on file with the District valid and up to date certificates of insurance showing that the required insurance coverage is in effect in not less than the required amounts. If not contained on the face of the policy, endorsements signed by a person authorized by the insurer to bind coverage on its behalf, shall be separately provided. Each policy endorsement, copy, or a certificate of the policy executed by the insurance company, and evidence of payment of premiums for each policy shall be deposited with the District within twenty-one (21) days of execution of this Agreement and prior to the commencement of services, and on renewal of the policy, not less than twenty (20) days before the expiration of the term of the policy.

11.2.5.6 If Construction Manager fails to provide or maintain the required insurance, the District may, at its sole and absolute discretion, obtain such insurance at Construction Manager's expense and deduct the premium from any fees or reimbursable expenses subsequently invoiced by Construction Manager.

11.2.5.7 Any deductibles or self-insured retentions in excess of \$100,000 must be declared to the District and must be reduced to a level deemed acceptable by the District in writing. Construction Manager agrees that, at the option of the District, it will either: (A) arrange for the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the District, its directors, officials, officers, employees and agents; or (B) procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

SECTION 12

DISPUTE RESOLUTION

12.1 RESOLUTION OF CLAIMS. Claims shall be resolved by the Parties in accordance with the provisions of this Section 12. All Claims shall be subject to the “**Claims Resolution Process**” set forth in this Section 12, which shall be the exclusive recourse of Construction Manager and the District for determination and resolution of Claims.

For purpose of this Section 12, a “**Claim**” shall mean a written demand or assertion by the District or Construction Manager seeking, as a matter of right, an interpretation of contract, disputed payment of money, recovery of damages or other relief. A Claim does not include the following: (i) penalties or forfeitures prescribed by statute or regulation imposed by a governmental agency; (ii) tort claims for personal injury or death; (iii) false claims liability under California Government Code Section 12650, et seq.; (iv) physical defects in the construction first discovered by the District after final payment by the District to a Contractor; (v) stop notices; or (vi) the right of the District to specific performance or injunctive relief to compel performance.

12.2 RESOLUTION OF OTHER DISPUTES. Disputes between the District and Construction Manager that do not constitute Claims shall be resolved by way of an action filed in the Superior Court of the State of California, County of Ventura, and shall not be subject to the Claims Resolution Process.

12.3 SUBMISSION OF A CLAIM

12.3.1 By Construction Manager. Construction Manager's right to commence the Claims Resolution Process shall arise upon the District's written response denying all or part of a Claim or the passage of thirty (30) calendar days after submission of the claim should no denial be issued by the District. Construction Manager shall submit a written statement of dispute to the District within fourteen (14) calendar days after the District rejects all or a portion of Construction Manager's Claim. Failure by Construction Manager to timely submit its statement of dispute shall result in the decision by the District on the Claim becoming final and binding. Construction Manager's statement of dispute shall be signed by a principal of Construction Manager and shall state with specificity the events or circumstances giving rise to the Claim, the dates of their occurrence and the asserted effect, if any, on the compensation due or time of performance obligations of Construction Manager under this Agreement (the “**Statement of Dispute**”). Such Statement of Dispute shall include adequate supporting data to substantiate the disputed Claim. Adequate supporting data for a Claim relating to an adjustment of Construction Manager's obligations relative to time of performance shall include a detailed, event-by-event description of the impact of each delay on Construction Manager's time for performance. Adequate supporting data for a Statement of Dispute involving Construction Manager's compensation shall include a detailed cost breakdown and supporting cost data in such form and including such

detailed information and other supporting data as required to demonstrate the grounds for, and precise amount of, the Claim.

12.3.2 By the District. The District's right to commence the Claims Resolution Process shall arise at any time following the District's actual discovery of the circumstances giving rise to the Claim. Nothing contained herein shall preclude the District from asserting Claims in response to a Claim asserted by Construction Manager. A Statement of Claim submitted by the District shall state the events or circumstances giving rise to the Claim, the dates of their occurrence and the damages or other relief claimed by the District as a result of such events.

12.4 CLAIMS RESOLUTION PROCESS. The Parties shall utilize each of the following steps in the Claims Resolution Process in the sequence they appear below. Each Party shall participate fully and in good faith in each step in the Claims Resolution Process, which good faith effort shall be a condition precedent to the right of each Party to proceed to the next step in the Claims Resolution Process.

12.4.1 Direct Negotiations. Designated representatives of the District and Construction Manager shall meet as soon as possible (but not later than forty-five (45) calendar days after the Statement of Dispute is given) in a good faith effort to negotiate a resolution to the Claim. Each Party shall be represented in such negotiations by an authorized representative with full knowledge of the details of the Claim or defenses being asserted by such Party, and with full authority to resolve such Claim then and there, subject only to the District's right and obligation to obtain Board of Trustees' approval of any agreed settlement or resolution. If the Claim involves the assertion of a right or claim by a Contractor, the Architect or Architect Consultant against the Construction Manager that is in turn being asserted by the Construction Manager against the District, then such Contractor, the Architect or Architect Consultant shall also have a representative attend such negotiations, with the same authority and knowledge as just described. Upon completion of the meeting, if the Claim is not resolved, the Parties may either continue the negotiations or either Party may declare negotiations ended. All discussions that occur during such negotiations and all documents prepared solely for the purpose of such negotiations shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

12.4.2 Deferral of Agreement Disputes. Following the completion of the negotiations required by the preceding paragraph, all unresolved Claims shall proceed to Mediation as set forth in the succeeding paragraph entitled "Mediation." The Parties hereto may mutually agree to postpone continuing the Claims Dispute Resolution until the earlier of: (i) the completion of the Services hereunder or; (ii) the termination of the Services. In the event Claims are deferred, the Claims shall be consolidated within a reasonable period of time after completion of the Services herein and pursued to resolution through the Claims Dispute Resolution Process. Pending final resolution of any Claim, Construction Manager shall proceed diligently with the performance of its Services and the District shall continue to make payments for those Services that are not part of the Claim set forth herein in accordance with the terms of this Agreement.

12.4.3 Mediation. If the Claim remains unresolved after direct negotiations pursuant to Paragraph 12.4, the Parties agree to submit the Claim to non-binding mediation before a mutually acceptable third party mediator prior to commencement of any lawsuit or court action.

12.4.3.1 Qualifications of Mediator. The Parties shall endeavor to select a mediator who is a retired judge or an attorney with at least five (5) years of experience in public works construction contract law and in mediating public works construction disputes.

12.4.3.2 Submission to Mediation and Selection of Mediator. The Party initiating mediation of a Claim shall provide written notice to the other Party of its decision to mediate. In the event

the Parties are unable to agree upon a mediator within ninety (90) calendar days after such written notice is given, then the Parties shall submit the matter to the Superior Court of the County of Ventura to select a mediator in accordance with the qualifications herein and the applicable law.

12.4.3.3 Mediation Process. The location of the mediation shall be at the offices of the District, or otherwise mutually agreed. The costs of mediation shall be shared equally among all parties participating. All discussions that occur during the mediation and all document presentations prepared solely for the purpose of the mediation shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

12.4.3.4 Litigation. If the Claim remains unresolved after direct negotiations and mediation, either Party may commence an action in the Superior Court of the County of Ventura. Construction Manager hereby submits to the jurisdiction of said court.

12.5 NON-WAIVER OR RELEASE. Participation in the Claims Resolution Process shall not constitute a waiver, release or compromise of any defense of either Party.

SECTION 13 **NOTICES**

13.1 NOTICES. All notices, demands, or requests to be given under this Agreement shall be given in writing and conclusively shall be deemed received when received in any of the following ways: (i) on the date delivered if delivered personally; (ii) on the date sent if sent by facsimile transmission and confirmation of transmission is received; (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 U.S. mail. All notices, demands or requests shall include the name of this Agreement and be addressed to the parties as follows:

TO DISTRICT:

Caldwell Flores Winters, Inc.,
Program Manager
ATTN: Yuri Calderon, *Chief Operating Officer*
6425 Christie Ave., Suite 270
Emeryville, CA 94608

With original copy to:

Oxnard School District
ATTN: Lisa Cline
Assistant Superintendent, Business & Fiscal Services
1051 South A St.
Oxnard, CA 93030

TO CONSTRUCTION MANAGER:

Swinerton Builders
ATTN: Bonnie Martin, *Project Executive*
17731 Mitchel North, Suite 200
Irvine, CA 92614

SECTION 14
REPRESENTATIONS OF CONSTRUCTION MANAGER

- 14.1 REPRESENTATIONS OF CONSTRUCTION MANAGER.** By executing this Agreement, and hereafter each and every time this Agreement is amended, Construction Manager makes each of the following covenants and representations.
- 14.1.1** Construction Manager represents that it has previously acted as a construction manager, that is professionally qualified and is licensed to perform the Services in the State of California by all public entities having jurisdiction over the Architect and the Project, and that it has the expertise and experience in constructability reviews, cost estimating, value engineering, construction supervision, bid preparation, evaluation of construction projects, project scheduling, cost benefit analysis, claims review and negotiation, and general management and administration of construction projects to perform the Services.
- 14.1.2** Construction Manager covenants to maintain, at all times Services are performed hereunder, all necessary licenses, permits or other authorizations necessary to performed the Services for the Project until Construction Manager's duties in connection therewith have been fully satisfied.
- 14.1.3** Construction Manager represents that it has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated.
- 14.1.4** Construction Manager represents and covenants that it shall prepare, or cause to be prepared, all documents and things required by this Agreement in accordance with the standards of the profession.
- 14.1.5** Construction Manager assumes full responsibility to the District for the improper acts and omissions of its employees. Construction Manager covenants that each Project Director and all other Construction Manager employees now or in future assigned by Construction Manager to work on a Project shall have the level of skill, experience and qualifications required to perform the Services assigned to them, and shall also have all licenses, permits or approvals legally required to perform such Services.
- 14.1.6** Construction Manager covenants that it shall be responsible for all costs and damages, including those due to any delays, resulting from its failure to prepare adequate documentation or to implement any changes identified as necessary either in connection with the Constructability Review or other review.
- 14.2 COMPLIANCE WITH LAWS.** Construction Manager covenants that it shall, at all times while providing Services, remain in full compliance with the provisions of all applicable laws, rules and regulations, including without limitation, the provisions of the Education Code regarding design and construction of school facilities, the provisions of the California Labor Code regarding employer's insurance, the provisions of the California Labor Code regarding payment prevailing wages, all non-discriminations laws (including federal and state laws), and any and all other laws rules and regulations applicable to this Agreement, Construction Manager, the District, the Project or the Services.
- 14.2.1 Cost Disclosure - Documents and Written Reports.** Construction Manager shall be responsible for compliance with California Government Code section 7550 if the total cost of the contract is over five thousand dollars (\$5,000).
- 14.2.2 Disabled Veteran Business Enterprise Participation.** Pursuant to Education Code section 17076.11, the District has a participation goal for disabled veteran business enterprises (DVBES) of at least three (3) percent, per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in

writing by the District, Construction Manager shall provide proof of DVBE compliance, in accordance with any applicable policies of the District or the State Allocation Board, within thirty (30) days of its execution of this Agreement.

- 14.2.3 Fingerprinting & Other Operational Requirements of the District.** Unless exempted, Construction Manager shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. Construction Manager shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. Construction Manager must complete the District's certification form attached hereto as **Exhibit C** and incorporated herein by reference prior to any of Construction Manager's employees coming into contact with any of the District's pupils. Construction Manager also agrees to comply, and ensure that all its employees comply with all other operational requirements of the District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.
- 14.2.4 Name and Trademarks.** Construction Manager shall not use any name, trademark or service mark of the District without first having received the District's written consent to such use.
- 14.2.5 Conflict of Interest.** No member, official or employee of the District shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.
- 14.2.6 Safety.** Construction Manager shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, Construction Manager shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.
- 14.2.7 Labor Certification.** By its signature hereunder, Construction Manager certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.
- 14.3 SUPPLEMENTAL CONDITIONS.** Any supplemental conditions agreed to by the Parties shall be attached as an exhibit to this Agreement and incorporated herein by reference.

SECTION 15

MISCELLANEOUS PROVISIONS

- 15.1 SUCCESSORS AND ASSIGNS.** Inasmuch as this Agreement is intended to secure the specialized Services of Construction Manager, Construction Manager may not assign, transfer, delegate or sublet any interest therein without the prior written consent of the District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, the District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of Construction Manager and any such assignment, transfer, delegation or sublease without Construction Manager's prior written consent shall be considered null and void.

- 15.2 SEVERABILITY.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- 15.3 ENTIRE AGREEMENT.** This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. Construction Manager 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 the District's Board of Trustees. Construction Manager specifically acknowledges that in entering into this Agreement, Construction Manager relied solely upon the provisions contained in this Agreement and no others.
- 15.4 GOVERNING LAW AND VENUE.** This Agreement shall be construed in accordance with, and governed by the laws of the State of California, excluding its choice of law rules. Venue shall be exclusively in Ventura County.
- 15.5 NON-WAIVER.** None of the provisions of this Agreement shall be considered waived by either party unless such waiver is specifically specified in writing. Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Construction Manager shall remain liable to the District in accordance with this Agreement for all damages to the District caused by Construction Manager's failure to perform any of the Services to the applicable standard of care. This provision shall survive the termination of this Agreement.
- 15.6 INDEPENDENT CONTRACTOR.** Construction Manager is, for all purposes arising out of this Agreement, an independent contractor, and neither Construction Manager nor its employees shall be deemed an employee of the District for any purpose. It is expressly understood and agreed that Construction Manager shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, workers' compensation benefits, sick or injury leave or other benefits.
- 15.7 NO ASBESTOS CERTIFICATION.** No asbestos or asbestos-containing materials will be used or substituted in conjunction with the Project. Upon completion of all work under the Project, Construction Manager will certify to the District that to the best of Construction Manager's knowledge, no asbestos or asbestos-containing materials were used in the Project.
- 15.8 NON-DISCRIMINATION.** No discrimination shall be made by Construction Manager in the employment of persons to work under this Agreement because of race, national origin, sex, age, ancestry, religion, physical disability, marital status, sexual orientation, or political affiliation of such person. Construction Manager shall comply with all applicable regulations and laws governing nondiscrimination in employment, including without limitation the following laws:
- (a) California Fair Employment and Housing Act (California Government Code Section 12900 et seq.) which prohibits discrimination in employment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex and prohibits harassment of an employee or applicant because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or age;

(b) Federal Civil Right Act of 1964 (42 U.S. Code Section 2000e, et seq.) which prohibits discrimination in employment on the basis of race, religious creed, color, national origin, or sex;

(c) Title I of the Americans With Disabilities Act of 1990 (42 U.S. Code Section 12101 et seq.) which prohibits discrimination against qualified individuals with a disability in hiring and employment practices;

(d) The Age Discrimination in Employment Act (29 U.S. Code Section 621, et seq., prohibiting age discrimination in employment against individuals who are least forty years of age;

(e) California Labor Code Section 1102.1 which prohibits discrimination in any aspect of employment or opportunity for employment based on actual or perceived sexual orientation.

15.9 NO THIRD PARTY BENEFICIARY. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

15.10 ASSISTANCE OF COUNSEL. Each Party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each Party acknowledges that the drafting of this Agreement was the product of negotiation and that this Agreement shall not be construed against any Party as the drafter of the Agreement.

15.11 AUTHORITY TO EXECUTE. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

15.12 HEADINGS. The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Agreement or in any way to affect the terms and provisions set forth herein.

15.13 EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

NOW, THEREFORE, the parties, through their authorized representatives, have executed this Agreement on the dates indicated under their respective signatures.

SWINERTON BUILDERS

By:  _____

Title: vice pres. knj _____

Date: 12/11/14 _____

OXNARD SCHOOL DISTRICT

By: _____

Title: Lisa A. Franz, Director, Purchasing

Date: _____

Exhibit "A"
Project Description



Oxnard School District
Selection Package for Lease Leaseback
Pre-construction Services for Project 5
Reconstruction of Elm K-5 School

NOTE:

Swinerton Builders participated in the selection process for Pre-construction Services for Project 5 Elm K-5 School in 2013. Swinerton was second (2nd) to SLS, who withdrew from the Project due to internal staffing issues.

Prepared by:
Caldwell Flores Winters
6425 Christie Avenue, Suite 270
Emeryville, CA 94608

Oxnard Office:
1901 Victoria Avenue, Suite 106
Oxnard, CA 93035

SELECTION PACKAGE FOR LEASE LEASEBACK PRE-CONSTRUCTION SERVICES

PROJECT REQUIREMENTS

Project 5 includes the construction of a new school on the existing 6.1 acre site followed by the demolition of the existing school. Elm Elementary School currently serves approximately 767 students in grades K-6 and is to be reconstructed as a new school to accommodate 600 students per State standards in grades K-5. The school was constructed in 1948 and last modernized in 2003. The existing school will remain in operation during the construction of the new Elm Elementary School (K-5).

The new campus will house 600 students per State standards in 20 general purpose classrooms (960 square feet each), 4 kindergarten classrooms, and 1 Resource Specialist Program (RSP) room. Additionally, the new campus will contain specified support facilities, administration areas, student information center (library), food service, multipurpose room, physical education spaces, and restrooms. The project scope includes associated demolition and site work.

The total “all in” budget for the site is \$20,170,543 including demolition and site work (soft and construction costs combined, including contingencies, and FF&E). In order to maximize cost efficiency, and minimize required duration for both design and construction phases, the District is utilizing a “re-use of plans” approach for this project which is further described below. Design and preconstruction activities must be completed and the plans submitted to the Division of State Architect (DSA) no later than January 23, 2014. The project cost will be funded from a combination of sources including reimbursements from the State School Facilities Program (SFP). Construction is scheduled to commence on August 1, 2014 and be substantially complete by August 31, 2015.

METHOD OF DELIVERY

The District is proposing to utilize a lease-leaseback method of delivery for the project. The District is selecting a firm to participate early in the project to provide pre-construction professional services, including constructability reviews of proposed designs, cost estimates, preliminary construction schedules, and a site logistics strategy to create a design that is both inspiring, functional and meets the District’s specifications, budget and timeline.

To accomplish the desired K-5 configuration in accordance with the District’s Educational Specifications, the District has approved MVE Institutional, as the Architect of Record (“AOR”) for the project, and has also approved MVE Institutional proposed “re-use” site plan for the Elm Elementary School. The proposed “re-use” design includes components from a DSA approved projects completed for:

1. *Orchard Hills K-8 School, Tustin Unified School District, Irvine, CA*
 - a. Proposal to re-use the administration and elementary classroom buildings, site adapted to fit the Elm campus
2. *Alta California Elementary School, Los Angeles Unified School District, Panorama City, CA*
 - a. Proposal to re-use the kindergarten building, site adapted to fit the Elm campus

3. *Torch Middle School, Bassett Unified School District, La Puente, CA*

a. Proposal to re-use the multipurpose building, site adapted to fit the Elm campus

The AOR has prepared conceptual site layouts and 3-D renderings demonstrating how the various elements connect to create a cohesive campus concept for the Elm site, provided for reference on the following pages. In addition to the conceptual drawings provided herein, the AOR has provided PDF versions of the DSA-approved design drawings for the “re-use” buildings for review by participating firms during this selection process. The documents can be electronically accessed at:

<ftp.mve-institutional.com>

User Name: MVEI-Gen **Password:** MVEI-Gen!

Proposing firms should closely review the AOR’s proposed “re-use” design site layout, renderings, and the original DSA approved construction documents to gain a complete understanding of the project. The AOR has developed a cost comparison worksheet for the project included herein as Attachment “A”. The worksheet compares the District’s Educational Specifications with the proposed “re-use” project, and provides a total cost budget for the approved design.

Certain components of the original designed buildings have been augmented, removed, or revised to meet Educational Specifications. Firms should make their best effort to review the proposed design, excluding those components from the original design which will not be constructed at the new Elm Elementary School, as described in Attachment “A”. Firms should also review the estimated cost study along with the DSA approved plans to (1) verify the feasibility of the project within the defined budgets established, (2) identify any specific areas where budgets appear to be insufficient or in excess of anticipated costs, (3) identify 3 to 5 potential constructability issues, (4) identify 3 to 5 high potential value engineering opportunities, and (5) develop a preliminary construction schedule/sequencing plan.

In addition, proposals should provide a detailed breakout of the factors or elements that comprise the calculation of the "Guaranteed Maximum Price" (GMP) including specific mark-ups or estimates of the firm's fees, overhead, general conditions, and potential types of allowances and contingencies as part of the GMP amount. Proposals should identify the trades that the firm will propose bidding and those trades that the firm proposes to self perform, if any.

Proposals should include a narrative of potential construction issues or other challenges that may arise during the “re-use” of the proposed design, and proposed solutions to ensure that said challenges do not create unnecessary delays or added cost to the project. The following pages demonstrate the conceptual proposed “re-use” site layout and architectural renderings provided by the AOR.

Proposed Site Plan



Proposed Design



AERIAL VIEW

APPROVED EDUCATIONAL SPECIFICATIONS & BUDGET

The specifications below reflect the Board approved Educational Specifications for K-5 schools within the Facilities Implementation Plan and are required to be addressed during the design and preconstruction process.

Error! Not a valid link.

| <i>Description</i> | <i>Quantity</i> | <i>Units</i> | <i>Total</i> |
|-----------------------------------|-----------------|--------------|---------------|
| Student Information Center | | | 2,700 |
| Control Desk | 100 | sf | |
| Work/Processing Room | 200 | sf | |
| Storage Room | 100 | sf | |
| Reading Room | 900 | sf | |
| Story Telling | 400 | sf | |
| Stacks | 400 | sf | |
| Surplus Textbook Storage | 200 | sf | |
| Small Breakout Room | 250 | sf | |
| Tech Work/Storage Room/MDF | 150 | sf | |
| Multi-Purpose Room | | | 5,375 |
| Multi-Purpose Room | 3,500 | sf | |
| Chair Table Storage | 200 | sf | |
| Control Room | 75 | sf | |
| Music Platform | 1,400 | sf | |
| Instrument Storage | 200 | sf | |
| Food Service | | | 3,600 |
| Serving/Prep Kitchen | 350 | sf | |
| Walk-in Refg/Freezer | 75 | sf | |
| Dry Storage | 75 | sf | |
| Locker Alcove | 50 | sf | |
| Office/Work Station | 75 | sf | |
| Toilet/Changing | 75 | sf | |
| Lunch Shelter | 2,800 | sf | |
| Custodial Services | 100 | sf | |
| Restrooms | 1,800 | sf | 1,800 |
| Total Building Quantity | | | 44,110 |
| Sitework | | | |
| Parking Lot/Circulation | 70,000 | sf | |
| Walkways on Campus | 10,000 | sf | |
| Utilities | 1 | ls | |
| Play Courts | 40,000 | sf | |
| Play Fields (3 acres) | 130,000 | sf | |
| Landscaping | 15,000 | sf | |

The budget below is all inclusive of both construction costs and soft costs to implement the project including design fees, contractor’s fee, consulting services, testing & inspection services, agency approval fees, etc. Much of the functionality in Elm’s learning and administrative spaces is achieved through innovative choices on furniture, fixtures, and equipment (FF&E). Therefore, the budget also incorporates the cost of appropriate furniture, fixtures and equipment within the estimated total.

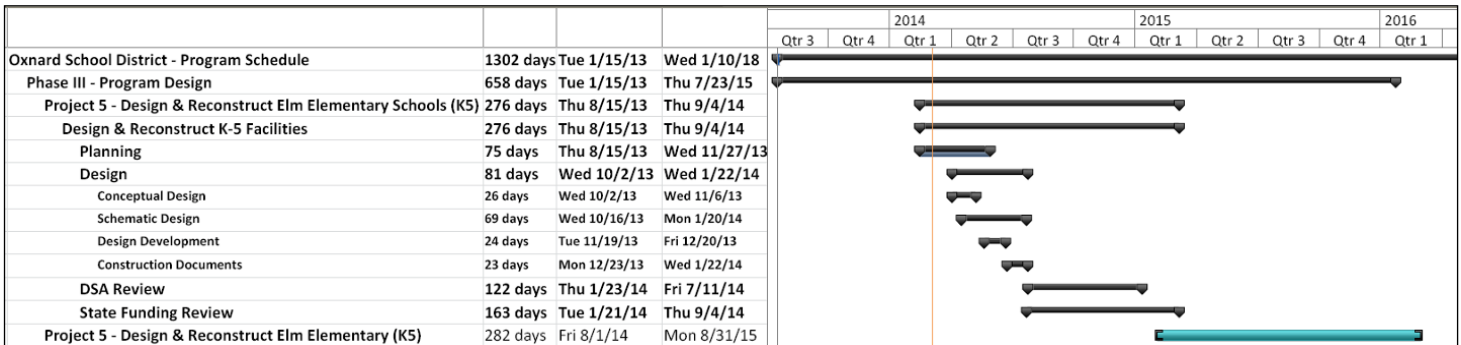
Error! Not a valid link.

SUMMARY TIMELINE & SCHEDULE:

The construction schedule and academic schedule require that both new and old portions of the campus be in operation simultaneously. Confirming that existing site utilities have adequate capacity for this simultaneous use will be a critical component of achieving a successful project. The schedule chart below is based on the District’s fiscal year calendar, in which Q1 of FY2014 effectively begins July 1, 2013, and Q4 of FY2014 effectively ends June 30, 2014.

Design & Reconstruct Elm Elementary School (K-5):

- DSA Submittal : January 23, 2014
- Start Construction: August 1, 2014
- End Construction: August 31, 2015



METHOD OF SELECTION:

After conducting a comprehensive Request for Qualification (RFQ) process, the Board of Trustees on June 5, 2013, pre-qualified six firms to provide lease leaseback services. The six prequalified firms are herein invited to submit a proposal to provide pre-construction services for Project 5.

The preconstruction services consist of the review of design documents for constructability, completeness, scheduling, clarity, consistency and coordination; expediting design reviews, including modifications, if any, based on value analysis; and undertaking value-engineering analysis and preparing reports with recommendations to the District and the architect to maintain established program budget related to Project 5 pursuant to a Pre-Construction Services Agreement (see attached agreement). At the completion of the design phase and upon receipt of design approvals from the California Department of State Architect (“DSA”), the District will consider negotiating and entering into an agreement with the firm to develop the school site under the lease leaseback delivery method pursuant to a Construction Services, Lease and Sub-Lease, and Specialty Trade Agreements. Project 5 shall be performed under the direction of the District and its Program Manager, CFW. The firm shall work with the District’s Architect of Record, MVE Institutional, Inc. as needed to conduct value engineering and modifications to the plans for the program.

ASSIGNMENT PROCESS:

Each prequalified firm can elect, or decline, to participate in the assignment process for Project 5. Any decision will not affect future opportunities. Firms should carefully review the detailed information and submittal requirements contained within this package. CFW will organize a single tour of the Elm site for all interested teams as indicated in the schedule below. Please do not visit school site without coordinating with CFW.

Once the proposal deadline has passed, the District Selection Committee will closely review all proposals against criteria consistent with the requirements of the District. Firms selected to interview will be requested to present their proposal and review findings with the District Selection Committee.

Firms should include staff assigned to the project in the interview process. The interview results will be considered along with the proposal document, past experience with the lease leaseback project delivery method, suggestions for improving the process, estimated fees for preconstruction services, estimated cost of construction, quality of staff, level of understanding of the project parameters, and creativity of the proposed approach to meet educational specifications, budget, and schedule requirements without sacrificing the quality of the finished product.

SCHEDULE:

The following is a projection of tentative milestone dates for selection:

- Project 5 Selection Package for Lease Leaseback Services sent to prequalified firms: **Friday Oct. 11**
- Participating teams notify CFW of their intent to provide a proposal: **Monday October 14**
- Elm Site Visit conducted for all participating teams by CFW: **Thursday October 17**
- Participating teams submit final proposals: **Friday October 25, no later than 12:00pm**
- Project Review Committee to interview teams: **Wednesday October 30**
- Final selection to be announced to winning firm: **Friday November 1**
- Executed Preconstruction Services Contract returned: **Monday November 4**
- Board action on recommendations: **Wednesday November 13 (Regular Board meeting)**
- Notice of Award issued and commencement of preconstruction services: **Thursday November 14**

SUBMITTAL FORMAT & REQUIREMENTS:

Proposals should be formatted to effectively address the following issues in as much detail as necessary to fulfill each request. Each proposal should have a cover letter briefly discussing the firm's review of the architect's proposed "re-use" project, and the firm's unique qualifications to pursue the Elm project. In addition, the proposal should include, but not be limited to the following items:

1. Detailed description of the firm's understanding of the proposed Elm "re-use" project, as well as the planned approach to building and managing the project on the existing school site.
2. Detailed summary of the firm's review of architect's proposed "re-use" project, including DSA approved plans. Project review summaries should include, but not be limited to:
 - a. Feasibility review to verify project can be built within approved budget.
 - b. Constructability review including 3 to 5 potential issues to be resolved.
 - c. Value engineering review including 3 to 5 high potential value engineering opportunities.
 - d. Preliminary construction schedule.
 - e. Site logistics and construction sequencing plan.
 - f. Detailed review of existing site conditions, utility infrastructure, etc.
 - g. Narrative of potential construction issues or other challenges that may arise during the "re-use" of the proposed design, and proposed solutions to ensure that said challenges do not create unnecessary delays or added cost to the project.
3. Discussion of the complexities of "re-use" site adaption and how the firm intends to integrate lessons learned from the original construction to enhance the quality of the proposed design.
4. Description of the firm's strategies for minimizing impact on the existing school facilities, and neighboring communities throughout construction. How will the firm address the challenges inherent to building on an occupied site?
5. Discussion as to how the firm will take advantage of the proposed "re-use" strategy to meet or accelerate the proposed timelines of the proposed project. What are the pre-construction milestones that the firm will help to

obtain in order to ensure we enter the construction phase on time, with accurate cost information, and schedules?

6. Detailed description of the firm's practices for managing project schedules, budgets, subcontracts, change orders, project documents, etc. Provide a description of the firm's project control systems. Sample project specific progress reports are encouraged for inclusion in the firm's response to this question.
7. Brief summary of similar projects completed by the firm within the last five years that closely match the proposed Project 5 program as referenced in the project description.
8. Discussion of the firm's experience with the District's preferred lease leaseback delivery method, including proposed strategies to optimize the project delivery method.
9. Discussion of the role of assigned personnel, the benefits they bring to the project, and their assigned level of participation on the project. Please be specific.
10. Provide a detailed breakout of the factors or elements that comprise the calculation of the "Guaranteed Maximum Price" (GMP) including specific mark-ups or estimates of the firm's fees, overhead, and general conditions, and potential types of allowances and contingencies as part of the GMP amount. Identify the trades that the firm will propose bidding and those that the firm proposes to self perform, if any.
11. Describe the firm's approach to the pre-construction fee, proposed preconstruction fee amount, and how it would be broken down based on the deliverables identified in the agreement.

Please be advised that the District reserves the right to decline all proposals and to amend, abandon, or modify the method of delivery at its sole discretion in whole or in part.

Limit response to no more than twenty (20) double-sided 8 ½ x 11 pages and six (6) 11 x 17 drawings to provide site logistics map, cost estimate, and schedule information. Submit in .pdf format via email to Yuri Calderon at ycalderon@cfwinc.com by no later than 12:00pm PDT, Friday, October 25, 2013.

Exhibit "B"

Invoice Approval Letter and Invoice Cover Sheet

DATE:

Project No. 5: Elm Reconstruction

Construction Manager: Swinerton Builders ("Swinerton")

Swinerton 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 Swinerton, 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.

Swinerton Builders 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

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: Greg Grant (ggrant@cfwinc.com)

PROJECT: PROJECT 5 - Elm Reconstruction
 Project #:
 PROJECT TYPE: NEW CONSTRUCTION/EXISTING SITE
 DATE: Date of Invoice
 INVOICE #: Invoice #
 PERIOD COVERED: Billing Period of Invoice
 PO #: Purchase Order #

SUBCONTRACTOR: Swinerton Builders
 PREPARED BY:
 EMAIL:
 PHONE #:
 FAX #:

STEP 2 STEP 1
 Step 2: enter total value complete to date in this column, the percentage column will change automatically
 Step 1: manually enter values from last month's green column into this column
 do not type in this column, values will change automatically
 do not type in this column, values will change automatically

| 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 | 6270 | Base Contract - Fee | Preconstruction Services | \$80,000.00 | 0% | \$0.00 | \$ - | | \$0.00 |
| 2 | 6270-R | Base Contract - Re-imbursables | Preconstruction Services | \$5,000.00 | 0% | \$0.00 | \$ - | | \$0.00 |
| | | | | | | | | | \$0.00 |
| | | | | | | | | | \$0.00 |
| | | SUBTOTALS | | #REF! | 0% | \$0.00 | \$0.00 | 0% | \$0.00 |

Send Invoice & Release for this Value:

| | |
|---|--------|
| TOTAL EARNED ON BASE CONTRACT AND ADDITIONAL AWARDS | \$0.00 |
| TOTAL DUE THIS INVOICE | \$0.00 |

***NOTE: THIS FORM WILL BE PROVIDED ELECTRONICALLY TO THE CONSULTANT FOR USE AS AN INVOICE COVER SHEET**

Consultant/Vendor Billing Instructions

Invoice Cover Sheet Set-Up.

- 1 See "billing tab" below for spreadsheet, these are the instructions
- 2 Enter Project Site name, DSA project number, Project Type, Invoice #, Date, Your Company Name, fax, phone, etc...
- 3 Enter PO # (Purchase Order #) provided to you when contract issued.
- 4 Feel free to include your company logo if you wish.
- 5 Enter approved contract agreements, amendments, re-imburseables, allowances, etc. for which you are billing. Include summary scope of work. Enter "Cost Code" provided to you by Program Manager.
- 6 If you wish to break the contract work items down into portions that you would typically separate for progressive payments, please do that now. If your contract allows re-imburseables in addition to contract fee, please separate these values. If you require more line items to complete this step, please highlight the entire last row by clicking on the grey row # at left, press CTRL+C to copy row, right click grey row # immediately below, select "Insert Copied Cells". This can be repeated as many times as necessary. Multiple rows can be copied/inserted in a single step by highlighting multiple rows prior to copying.

First Billing.

- 5 **IMPORTANT!** When you are entering costs for your first billing, enter values (dollar amounts) ONLY into the green column. The percentages will change automatically. **NOTE: Select the (% Complete) billing tab if you prefer to track your billings based on total project % complete. Once % complete is entered, billable amount will populate automatically. Select the (lump sum) billing tab if you prefer to track your billings as a lump sum billable amount to date. Once lump sum amount is entered, % complete will populate automatically.**
- 6 Send invoice based on the Dollar value at the PRE-RETENTION value, if applicable.

Subsequent Billings

- 7 Manually input the dollar values from the "cost completed to date" column into the blue "total previous billings" column.
- 8 Enter the corresponding dollar values/% complete values into the green column for total work complete to date.
- 9 Submit a conditional release waiver with the billing. Submit signed pay request certification form.
- 10 Email (ggrant@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 25th may be delayed until the next billing cycle. Contact the Program Manager with any questions regarding billing values, or any other information required, prior to submitting a billing.

EXHIBIT “C”

**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
3. Pursuant to Education Code §45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of each employee who will be supervising Contractor’s employees and its subcontractors’ employees is:

Name: _____

Title: _____

AND/OR

4. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: _____

Proper Name of Contractor: _____

Signature: _____

By: _____

Its: _____

EXHIBIT “D”

BASIS OF COMPENSATION

Total Project Fee Amount: \$ 80,000.00 100%

Proposed SOV Format

| | |
|--|-------------|
| Constructability & Feasibility Review: | 10% |
| Schematic Design Review: | 10% |
| Design Development Review: | 20% |
| Construction Document Review: | 20% |
| DSA Submittal: | 20% |
| DSA Approval: | 5% |
| Bid Document & Proposed GMP Submittal: | 10% |
| Bid Doc & GMP Approval: | 5% |
| Total Project Fee | 100% |

Approved Reimbursable Expenses*:

- Printing costs associated with preparation of Agency Submittals, Bid Packages, Presentation Materials in support of Program Manager’s Board and Committee Reports.
- Travel costs associated with delivery of Agency Submittals, attendance to meetings & presentations as requested by the Program Manager or District.

Approved Charges*:

- Agency plan check fees, utility fees, permit fees, and other fees or costs associated with carrying out required approvals and permitting processes, if paid on behalf of the District.
- Expenses incurred on behalf of the District as directed in writing.

*Note: Reimbursable Expenses and Charges not explicitly listed above must be approved in writing by the Program Manager prior to invoicing for reimbursement.

Approved Hourly Rates for Additional Services:**

- \$125.00/hr – Sr. Management Staff
- \$90.00/hr – Project Management Staff
- \$90.00/hr – Field Superintendent Staff
- \$50.00/hr – Administrative & Clerical Support Staff

**Note: Hourly rates only apply to additional services requested by, or approved by the District. Additional services must be approved in writing by the Program Manager prior to proceeding with work, or invoice for services.

BOARD AGENDA ITEM

Name of Contributor(s): Dr. Morales

Date of Meeting: January 21, 2015

Closed Session: _____

- Study Session _____
- A. Preliminary _____
- B. Hearing: _____
- C. Consent Agenda _____
- D. Action Items X
- E. Reports/Discussion Items (no action) _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

**Consideration and Adoption of Resolution #14-24 On Local Reserves Cap
SB 858, Section 27/California Education Code 42127.01**

CSBA has asked governing boards to consider the adoption of a resolution calling for the repeal of the school district reserve cap that was included in SB 858 from last year, the education budget trailer bill.

RECOMMENDATION:

It is recommended that the Board consider the approval and adoption of Resolution #14-24 On Local Reserves Cap SB 858, Section 27/California Education Code 42127.01.

ADDITIONAL MATERIAL(S):

- Resolution #14-24

GOALS:

- *Goal 2 – Create An Environment of Cultural Proficiency in Our Classrooms, in the Workplace, and in the Community that Promotes a Healthy, Safe, Diverse and Inclusive Educational Environment*
- *Goal 6 – Develop the Annual Budget to Support the Educational Goals of the District*



OXNARD SCHOOL DISTRICT

Office of the Superintendent
1050 South "A" Street
Oxnard, CA 93030
805-385-1501, Ext. 2032
www.oxnardsd.org

Resolution #14-24
Resolution on Local Reserves Cap
SB 858, Section 27/California Education Code 42127.01
(Rev. 09.22.14)

WHEREAS, School district governing boards have the obligation to provide a quality education that is essential for an informed citizenry, a competitive economy, a fulfilling life for all students, and the foundation of our democratic society; and

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

WHEREAS, The Local Control Funding Formula (LCFF), based on the principle of subsidiarity, provides governing boards, working with interested stakeholders, with the authority to prioritize funds in order to provide quality education for all students, especially those who are English Learners, from low income households and who are Foster Youth; and

WHEREAS, Funds for crucial services for school operations, such as payroll, classroom materials, school construction projects, technology, home-to-school transportation, deferred maintenance, etc. often require successful ongoing cash-flow management and discipline planning, including the creation and maintenance of prudent financial reserves; and

WHEREAS, School district reserve levels, as well as their fund balances, are determined by governing boards to meet local priorities and allow districts to save for potential future expected and unexpected expenditures and for eventual economic downturns; and

WHEREAS, the statutory minimum for school district reserves for economic uncertainties ranges from one to five percent, depending on district enrollment, and covers between one to five weeks of payroll, or less than 20 days of total cash flow; and

WHEREAS, Prudent budgeting raises expectations for school districts to establish and maintain reserves above the statutory minimum; and

WHEREAS, the governing board of the Oxnard School District currently maintains a reserve of approximately 9.75% for purposes of saving and planning for textbook adoptions, replacement of school busses and unassigned funds to support a healthy cash flow; and

WHEREAS, On June 20, 2014, the Governor signed into law SB 858 (Committee on Budget and Fiscal Review, Chapter 32, Statutes of 2014), now embodied in California Education Code 42127.10; and

WHEREAS, SB 858, Section 27 Education Code 40127.01, became operative December 15, 2014 and requires school district to spend their assigned and unassigned account balances down to no more than two to three times the minimum level of the statutory reserve for economic uncertainties (depending on district size) in the fiscal year following the fiscal year in which the State of California makes payment of any amount to the Public School System Stabilization Account; and

WHEREAS, Under SB 858 this provision, a deposit by the State of California of even \$1 to the Public School System Stabilization Account would result in school districts throughout California having to spend down billions of dollars in their reserves and ending balances; and

WHEREAS, It could take many years for the State of California to build up an adequate Public School System Stabilization Account; yet, in one year, school districts would be forced to spend down their reserves and ending balances to levels that could jeopardize fiscal solvency; and

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

WHEREAS, The LCFF is not fully implemented, many school districts are still funded below their 2007-2008 levels, and districts cannot survive another downturn without fiscally responsible reserves;

NOW THEREFORE BE IT RESOLVED, that the Board of Education of the Oxnard School District calls upon the Legislature and the Governor to repeal the language contained in Sec. 27 of SB 858 (Chapter 32, Statutes of 2014) now in Education Code 42127.01 immediately.

Adopted this 21st day of January, 2015.

President, Board of Trustees

Clerk, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees

BOARD OF TRUSTEES OF THE
OXNARD SCHOOL DISTRICT:

By: _____
President

ATTEST:

By: _____
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 21st day of January, 2015, and that it was so adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

By: _____
Clerk, Governing Board
Oxnard School District

BOARD AGENDA ITEM

Name of Contributor(s): **Dr. Nancy Carroll**

Date of Meeting: 1/21/15

- Study Session: _____
Closed Session: _____
A. Preliminary _____
B. Hearing: _____
C. Consent Agenda _____
D. Action Items _____
E. Reports/Discussion Items (no action) X
F. Board Policies 1st Reading _____ 2nd Reading _____

Report on the Pilot of Mathematics Materials and the Findings of the Pilot Committee (Carroll/Curtis)

EXECUTIVE SUMMARY:

The Board of Trustees will receive an informational presentation regarding the process used to recommend pilot mathematics materials and will be presented with findings from the Pilot Committee.

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent Educational Services and the Director of Curriculum, Instruction and Accountability that the Board of Trustees accept the report as presented.

ADDITIONAL MATERIAL(S):

Attached: PowerPoint Presentation

Textbook Selection Committee

TK-5th Grade Committee

| | | |
|-------|-------|-------|
| TK | K-3 | 4-5 |
| SEI-2 | SEI-8 | SEI-4 |
| DLI-1 | DLI-4 | DLI-2 |
| TBE-1 | TBE-4 | |

SPED-2
28 teachers

Committee is
composed of
teachers at each
level and in each
program type

6th-8th Grade Committee

| | | |
|-------|-------|-------|
| 6 | 7 | 8 |
| 2 K-8 | 2 K-8 | 2 K-8 |
| 2 6-8 | 3 6-8 | 3 6-8 |

SPED -1
15 teachers

Used the Math
Curriculum
Evaluation Toolkit

Textbook Piloting Committee

TK-5th Grade Committee

- 2 Grade Levels at each school
 - 1 grade level K-3
 - 1 grade level 4-5
- At least 2-3 teachers in a grade level to pilot

Committee is composed of teachers at each gr. level and in each program type

6th-8th Grade Committee

Each school has teachers at each grade level pilot selected publishers.

Used the Math Curriculum Evaluation Toolkit

Textbook Selection Committee

September 9

Entire Committee meets @ VCOE from 4:00-7:00 PM to discuss role of the Textbook Selection Committee & Understanding the Tool Kit.

September 11

K- 5th committee meets @ VCOE from 8:30-3:30 PM and 6th-8th Committee meets @ VCOE from 4:00-7:00 PM to review publisher materials and select publishers to pilot.

After Pilot is Completed

March 3

Entire Committee meets @ VCOE from 8:30-3:30 PM to discuss what to look for during presentations.

March 5

Entire Committee meets @ Oxnard from 8:30-3:30 PM to listen to the Pros and Cons presentation of the TK-5th & 6th-8th Sub-Committee.

March 18

Sub-Committee to present at the Study Session of Board of Trustees

Selection of Pilot Materials

Criteria Used to Select Materials

- Bilingual component
- Math Practices integrated
- Technology use
- Support Project Based Learning
- Digital component/textbook access

TK-5th Publishers

Pearson—EnVisions

McGraw Hill—Everyday Math 4

McGraw Hill—My Math

6th-8th Publishers

Britannica—Math In Context

Pearson—Connect Math 3

Math and Teaching—MathLinks

Textbook Pilot Committee

October 7

Entire Committee meets @ VCOE from 4:00-7:00 PM to discuss role of the Textbook Piloting Committee & Understanding the Tool Kit.

Jan. 20

Entire Committee meets @ VCOE from 8:30-3:30 PM to calibrate and model evaluation of materials being piloted.

Feb. 25th

6th-8th Committee meets @ Oxnard from 4:00-7:00 PM to create Pros and Cons for presentations.

Feb. 26th

K-5 Sub-Committee meets @ VCOE from 8:30-3:30 PM to create Pros and Cons for presentations.

March 5

TK-5th & 6th-8th Sub-Committee meets @ VCOE from 8:30-3:30 PM to present the Pros and Cons of the piloted materials to the Selection Committee.

Where Are We?

- Pilot Teachers are in the middle of piloting materials
- A community Materials Faire is scheduled for February 27th
- Materials will be available for community members and staff to review from March 2nd-April 15th.
- Textbook Selection Committee members will present at a Study Session of Board of Trustees on March 18th.
- Recommendation to approve textbook selection presented to the Board of Trustees on April 15th.
- Selected materials to be purchased and provided to teachers before the start of the 2015-16 school year.

BOARD AGENDA ITEM

Name of Contributor(s): Dr. Nancy Carroll

Date of Meeting: 1/21/15

- Study Session: _____
Closed Session: _____
A. Preliminary _____
B. Hearing: _____
C. Consent Agenda _____
D. Action Items _____
E. Reports/Discussion Items (no action) X
F. Board Policies 1st Reading _____ 2nd Reading _____

**K-5 Strand Schools Report – Schools (Harrington, Marina West, Ramona)
(Carroll/Sugden/Thomas/Arias)**

The Board of Trustees will be presented a report regarding the development of the Academy Strand Focuses for the following schools:

- Harrington, Marina West and Ramona Schools.

The Principals will share their strand focus as well as the hard work that their staff has implemented to further enhance learning, and ensure that children are excelling in a 21st-century learning environment

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent Educational Services to receive the K-5 Strand Schools Report.

ADDITIONAL MATERIAL(S): Power Point presentation



K-5 Elementary Schools Academy Strand Focus



Board Presentation
January 2015





Norma Harrington Elementary School

“Where good things happen, through artistic expression and scientific enquiry”

The Arts Development Plan



Year One, Current Opportunities

- Integrated units of instructions that include ELA and Math CCSS, ELD, Technology and Project-based Learning at each grade-level
- Outside experts teaching music lesson units to spans of grade-levels.
- Fieldtrips and Assemblies supported by Grants, PTA and School Budgets

Focus of our Development

- Outreach to established Art, Music and Performance programs
- Establishing partnerships with local Artists through Focus on the Masters
- Outreach to University Programs to create mentor relationships
- Resource allocation to build internal capacity to build a program

Year Two, New School

- Piano Lab, opportunity to develop a keyboard program
- Expanding Physical Education classes to include dance

The Environmental Sciences Development Plan



Year One :

Expanded garden and nutrition education program to all grades
Supported fieldtrips the build background knowledge in local agriculture, and marine environment

In Development:

Expanding our understanding of how to use our new technology to access virtual learning
Building Teacher capacity for our non-Science Credentialed Teachers in the
New Generation Science Standards
Exploring the viability of a hosting weather station on site
Seeking partnerships for STEAM pipeline
EF Grant to expand science projects into the after-school program

Year Two, New School:

Science Demonstration Laboratory will provide an opportunity to develop more hands on and project-based experiences
Further Teacher capacity building and resource development

Parent and Community Involvement

Communication and Education:

Our development of focus strands as an integrated part of our educational program is discussed at every parent meeting

Our Web site features our development


Support

Our PTA exclusively funds assemblies and fieldtrips that are strand focus related

Our Staff is writing grants to expand our growth in both the Arts and Sciences

Parent Involvement is Increasing!

A record number of parents are participating in fieldtrips and parents attending our PTA, ELAC and SSC meetings are volunteering to share their talents and offer workshops to students in the future



**Our goal in developing the Arts
and Science strands is to
capture every students
imagination and support them to
achieve through artistic
expression and scientific
enquiry!**

Marina West Elementary



Home of the Sharks!
School of Environmental Science and
Creative Arts

Environmental Science & Creative Arts

- Nature Bridge Professional Development
- Collaboration with Debby West and Harrington School
- PTA funded Artist in the Classroom
- Online Writing magazine
- Science & Art oriented field trips
 - K – Butterfly Conservatory
 - 1st & 2nd – Chinese dancers
 - 3rd – Natural History Museum
 - 4th – Symphony
 - 5th – Maritime Museum Floating Lab
- Development of Integrated Units
 - Implementing technology (iPads)



Integrated Units

■ Science Units

Water/Agriculture

- K – Life Cycle
- 1st – Food Chain
- 2nd – Beach Conservation
- 3rd – Ecosystems
- 4th – Aqueducts
- 5th – Petroleum Environmental Impact

Sharks

- K – Nurse Shark
- 1st – Leopard Shark
- 2nd – Whale Sharks
- 3rd – Hammerhead Sharks
- 4th – Tiger Sharks
- 5th – Great Whites

■ Arts

- Teachers in all grades incorporate art projects into Common Core lessons/units
- PTA funded Artist in the Classroom for every class
- Online writing magazine showcases exemplary writing from every grade level



Parent & Community Involvement

- Monthly newsletter
- Updated website
 - Photos & videos of past events and calendar of upcoming events
- PTA – funds Artist in Classroom
- Students presenting at Awards Assemblies
- Parents updated on strand focus activities/events at:
 - Coffee with Principal, ELAC & SSC meetings
- Culminating arts event – Spring Fling – entire school
- Provide parents with information on how to enter art projects in the County Fair



Further Development Plans

- Continued collaboration with Debby West and Harrington School
- Implementation of Nature Bridge professional development
- Development of additional integrated units
- Aligning all future field trips/student experiences to strand focus
- Continued integration of art into core curriculum
- Aligning Artist in the Classroom lessons with core curriculum
- Expansion of school garden





Ramona Elementary School

School of Environmental Science



**Our Process
2013-14**



**Teacher &
Parent Input**

**CA
Department of
Education**

**Career
Technical
Education -
Industry
Sectors**

**Program
Considerations**

**FOSS (Full Option
Science System)
UC Berkeley, Lawrence
Hall of Science**

**Our Plan
2014-15**



Exploration

- **TK/Kinder – Changes Around Us: Plants, Animals and People**
- **1st Grade – Biomes**
- **2nd Grade – Structure of Living Things: Plant Life**



Investigation

- **3rd Grade – Adaptations in Water/Antarctica**
- **4th Grade – Wetlands**
- **5th Grade – Ocean Acidification**

Environmental Science - Instruction

Our Plan 2014-15



World Oceans Day

- Project-based Learning Exhibits
- Assemblies
- Environmental Science Fair



Field Trips

- Painted Pony
- CA Science Center
- Channel Islands National Park



Jr. Science Club

- GATE
- 3rd -5th Grade



Parent Engagement

- Reading Challenge with MyOn
- Showcase student work via iPad
- Invite to World Oceans Day weeklong events
- Field Trips

Environmental Science - Engagement

Teamwork is the ability to work together toward a common vision. The ability to direct individual accomplishment toward organizational objectives. It is the fuel that allows common people to attain uncommon results.



Thank You!

We look forward to providing future presentations and updates for our K-5 Elementary Schools' Academy Strand Focuses



BOARD AGENDA ITEM

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

Date of Meeting: 01/21/15

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

REPORT ON CLOSE-OUT OF PROJECT NO. 1, KINDERGARTEN AND SCIENCE RECONFIGURATION PROJECTS (Cline/Gutierrez/CFW)

On April 16, 2014 The Board of Trustees adopted Resolution #12-31 selecting Vanir Construction Management (“Vanir”) as Lease-Leaseback Entity for the completion of Project No. 1: Kindergarten and Science Reconfigurations (“Project”) at eight school sites, including Brekke, Chavez, Curren, Fremont, Haydock, Kamala, McAuliffe and Ritcher. The focus of Project No. 1 was to facilitate the District-wide grade reconfiguration by providing modernized 21st Century science classrooms at the K-8 sites and providing additional Kindergarten classrooms where needed to accommodate the Extended Day Kindergarten program.

The board will receive a report on the status of the closeout of Project 1 and the need for approval of change orders and amended agreements. Subsequently, the amended agreements will be presented for the Board’s consideration at the February 4, 2015 Board meeting.

FISCAL IMPACT:

None – Information Only

RECOMMENDATION:

None – Information Only

ADDITIONAL MATERIAL(S): None

BOARD AGENDA ITEM

Name of Contributor: **Dr. Jesus Vaca** Date of Meeting: **January 21, 2015**

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

NONDISCRIMINATION / HARASSMENT – Revision AR 5145.3 (Vaca)

The administration is requesting to update AR 5145.3 Nondiscrimination/Harassment to include the position title, address, and telephone number of the District's Coordinator for Nondiscrimination complaints, which was inadvertently left out of the initial submission.

FISCAL IMPACT

None.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Human Resources & Support Services that the Board of Trustees adopt the revised Board Policy AR 5145.3, Nondiscrimination/Harassment, as presented.

ADDITIONAL MATERIAL

AR 5145.3 (5 pages)

NONDISCRIMINATION/HARASSMENT

The following position is designated Coordinator for Nondiscrimination to handle complaints regarding discrimination, harassment, intimidation, or bullying and to answer inquiries regarding the district's nondiscrimination policies: (Education Code 234.1; 5 CCR 4621)

Assistant Superintendent, Human Resources & Support Services

(Position title)

1051 South "A" Street, Oxnard, California 93030

(Address)

(805) 385-1501 extension 2050

(Telephone number)

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 1312.3 - Uniform Complaint Procedures)

To prevent discrimination, harassment, intimidation, and bullying of students at district schools or in school activities and to ensure equal access of all students to the educational program, the Superintendent or designee shall implement the following measures:

1. Provide to employees, volunteers, and parents/guardians training and information regarding the district's nondiscrimination policy; what constitutes prohibited discrimination, harassment, intimidation, or bullying; how and to whom a report of an incident should be made; and how to guard against segregating or stereotyping students when providing instruction, guidance, supervision, or other services to them. Such training and information shall include guidelines for addressing issues related to transgender and gender-nonconforming students.

(cf. 1240 - Volunteer Assistance)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

2. Provide to students a handbook that contains age-appropriate information that clearly describes the district's nondiscrimination policy, procedures for filing a complaint, and resources available to students who feel that they have been the victim of any such behavior. (Education Code 234.1)

3. Annually notify all students and parents/guardians of the district's nondiscrimination policy and of the opportunity to inform the Coordinator whenever a student's participation in a sex-segregated school program or activity together with another student of the opposite biological sex would be against the student's religious beliefs and/or practices or a violation of his/her right to privacy. In such a case, the Coordinator shall meet with the student and/or parent/guardian to determine how best to accommodate the student.

(cf. 5145.6 - Parental Notifications)

NONDISCRIMINATION/HARASSMENT (continued)

4. Publicize the district's nondiscrimination policy and related complaint procedures to students, parents/guardians, employees, volunteers, and the general public and post them on the district's web site and other locations that are easily accessible to students. (Education Code 234.1)

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

5. When 15 percent or more of a school's students speak a single primary language other than English, translate the nondiscrimination policy, related complaint procedures, and all forms for use in the complaint process into that other language. (Education Code 234.1, 48985)
6. At the beginning of each school year, inform school employees that any employee who witnesses any act of discrimination, harassment, intimidation, or bullying against a student is required to intervene if it is safe to do so. (Education Code 234.1)
7. At the beginning of each school year, inform each principal or designee of the district's responsibility to provide appropriate accommodation(s) to protect students' privacy rights and ensure their safety from threatened or potentially harassing, intimidating, or discriminatory behavior.

Process for Initiating and Responding to Complaints

Any student who feels that he/she has been subjected to discrimination, harassment, intimidation, or bullying should immediately contact the Coordinator, the principal, or any other staff member. In addition, any student who observes any such incident should report the incident to the Coordinator or principal, whether or not the victim files a complaint.

Any school employee who observes an incident of discrimination, harassment, intimidation, or bullying or to whom such an incident is reported shall immediately report the incident to the Coordinator or principal, whether or not the victim files a complaint.

Upon receiving a complaint of discrimination, harassment, intimidation, or bullying, the Coordinator shall immediately investigate the complaint in accordance with the district's uniform complaint procedures specified in AR 1312.3 - Uniform Complaint Procedures.

Transgender and Gender-Nonconforming Students

Gender identity means a person's gender-related identity, appearance, or behavior, whether or not that gender-related identity, appearance, or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth.

NONDISCRIMINATION/HARASSMENT (continued)

Gender expression means a person's gender-related appearance and behavior, whether or not stereotypically associated with the person's assigned sex at birth. (Education Code 210.7)

Transgender student means a student whose gender identity or gender expression is different from that traditionally associated with the assigned sex at birth.

Gender-nonconforming student means a student whose gender expression differs from stereotypical expectations.

To ensure that transgender and gender-nonconforming students are afforded the same rights, benefits, and protections provided to all students by law and Board policy, the district shall address each situation on a case-by-case basis, in accordance with the following guidelines:

1. **Right to privacy:** A student's transgender or gender-nonconforming status is his/her private information and the district will only disclose the information to others with the student's prior consent, except when the disclosure is otherwise required by law or is necessary to preserve the student's physical or mental well-being. Any district employee to whom a student discloses his/her transgender or gender-nonconforming status shall seek the student's permission to notify the Coordinator for Nondiscrimination. If the student refuses to give permission, the employee shall keep the student's information confidential, unless he/she is required to disclose or report the student's information pursuant to law or district policy, and shall inform the student that it may be impossible to accommodate the student's needs related to his/her status as a transgender or gender-nonconforming student. If the student permits the employee to notify the Coordinator, the employee shall do so within three school days.

As appropriate, the Coordinator shall discuss with the student any need to disclose the student's transgender or gender-nonconformity status to his/her parents/guardians and/or others, including other students, teacher(s), or other adults on campus. Any decision to disclose the student's status to others shall be based on the student's best interest.

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

2. **Determining a Student's Gender Identity:** The Coordinator shall accept the student's assertion unless district personnel present a credible basis for believing that the student's assertion is for an improper purpose. In such a case, the Coordinator shall document the improper purpose and, within seven school days of receiving notification of the student's assertion, shall provide a written response to the student and, if appropriate, to his/her parents/guardians.

NONDISCRIMINATION/HARASSMENT (continued)

3. **Addressing a Student's Transition Needs:** The Coordinator shall arrange a meeting with the student and, if appropriate, his/her parents/guardians to identify potential issues, including transition-related issues, and to develop strategies for addressing them. The meeting shall discuss the transgender or gender-nonconforming student's rights and how those rights may affect and be affected by the rights of other students and shall address specific subjects related to the student's access to facilities and to academic or educational support programs, services, or activities, including, but not limited to, sports and other competitive endeavors. In addition, the Coordinator shall identify specific school site employee(s) to whom the student may report any problem related to his/her status as a transgender or gender-nonconforming individual, so that prompt action could be taken to address it.

4. **Accessibility to Sex-segregated Facilities, Programs, and Activities:** The district may maintain sex-segregated facilities, such as restrooms and locker rooms, and sex-segregated programs and activities, such as physical education classes, intermural sports, and interscholastic athletic programs. A student shall be entitled to access facilities and participate in programs and activities consistent with his/her gender identity. In addition, a student shall be permitted to participate in accordance with his/her gender identity in other circumstances where students are separated by gender, such as for class discussions, yearbook pictures, and field trips. However, a student's right to participate in a sex-segregated activity in accordance with his/her gender identity shall not render invalid or inapplicable any other eligibility rule established for participation in the activity.

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

(cf. 6153 - School-Sponsored Trips)

(cf. 7110 - Facilities Master Plan)

5. **Student Records:** A student's legal name or gender as entered on the mandatory student record required pursuant to 5 CCR 432 shall only be changed pursuant to a court order. However, at the written request of a student or, if appropriate, his/her parents/guardians, the district shall use the student's preferred name and pronouns consistent with his/her gender identity on all other district-related documents.

(cf. 5125 - Student Records)

(cf. 5125.1 - Release of Directory Information)

6. **Names and Pronouns:** If a student so chooses, district personnel shall be required to address the student by a name and the pronouns consistent with his/her gender identity, without the necessity of a court order or a change to his/her official district record. However, inadvertent slips or honest mistakes by district personnel in the use of the student's name and/or consistent pronouns shall not constitute a violation of this administrative regulation or the accompanying district policy.

NONDISCRIMINATION/HARASSMENT (continued)

7. Uniforms/Dress Code: A student has the right to dress in a manner consistent with his/her gender identity, subject to any dress code adopted on a school site.

(cf. 5132 - Dress Code)



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 |
| | 19 | Regular Board Meeting |
| 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 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.”

INFORMATION CONCERNING BOARD POLICY AND PROCEDURES FOR COMMUNICATIONS WITH THE BOARD

We, the members of the Board of Trustees, welcome visitors at our meetings and appreciate constructive suggestions and comments concerning the programs and services of the Oxnard School District.

The Board has a scheduled order of business to follow. The agenda, which is usually lengthy, has been studied by the members of the Board.

In arriving at decisions, Board members are guided by a desire to provide an educational program that will meet the needs of all children and youth of the District, and a desire to provide for effective operational and personnel functions which support the educational program.

Board members are elected at large, and each member represents all of the people in the community. All actions of the Board are taken in open meeting, and it is the desire of the Board to avoid making decisions that will be detrimental to the best interests of the District, even when such decisions might please individuals or a small group.

Members of the Board of Trustees are locally elected state officials and serve for four-year terms of office. They are responsible for conducting the school system in accordance with requirements of:

The **Constitution** of the State of California.

The **Education Code and Government Code**, which consist of laws adopted by the California State Legislature.

The **Administrative Code, Title 5, Education**, which consists of rules adopted by the State Board of Education.

Rules and Regulations adopted by the Board of Trustees of this school district.

School Boards and individual Board members follow a code of ethics which has been adopted by the California School Board Association.

Board Meetings are video-taped and televised.

PROCEDURES FOR COMMUNICATING WITH THE BOARD

Communication with the Board of Trustees as a unit may be either in writing, by personal appearance at a meeting of the Board or by verbal communications through the District Superintendent.

A. **Written Communication.** Written communication addressed to the Board of Trustees should reach the office of the District Superintendent not later than the Monday prior to the meeting at which the matter concerned is to be discussed, in order that the subject of the communication may be placed on the agenda. When a holiday observed by the District falls on a Monday, the deadline shall be the Friday immediately preceding.

B. **Oral Presentation by Members of the Public to the Board and Requests by the Public to Place a Matter Directly Related to District Business on a Board Agenda.** When an individual or group expects to communicate with the Board of Trustees by means of personal appearance at a meeting of the Board or requests that a matter relating to district business be added to the Board's agenda, the District Superintendent should be notified no later than the Wednesday before the Board meeting at which the matter concerned is to be discussed by the Board and those submitting the request. When a holiday observed by the District falls on a Wednesday, the deadline shall be the Tuesday immediately preceding.

1. When this procedure is followed, at the time of the meeting,

the secretary to the Board shall secure the names of those wishing to be heard.

2. When an individual or group makes a personal appearance at a Board meeting without previously having arranged for the matter to be placed on the agenda, the secretary shall be notified before the Board convenes. Discussion may be limited at the discretion of the chairman.

3. It is desirable that when a statement presented to the Board is extensive or is formally requesting consideration of specific items, the statement should be written and a copy filed with the Board of Trustees.

4. The Board may receive comments or testimony at regularly scheduled meetings on matters not on the agenda which any member of the public may wish to bring before the Board, provided that no action is taken by the Board on such matters at the same meeting at which such testimony is taken.

5. In the event that any meeting is willfully interrupted by a group or groups of persons so as to render the orderly conduct of such meeting unfeasible and order cannot be restored by the removal of individuals who are wilfully interrupting the meeting, the members of the Board of Trustees conducting the meeting may order the meeting room cleared and continue in session. Only matters appearing on the agenda may be considered in such a session. Duly accredited representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this section.

6. **Personal Appearance by Members of the Public.** The rules for oral presentations by the public which are not published in an agenda are:

a. Individual presentations are limited to three minutes at a time.

b. Each person speaking to the Board must give his name and city.

c. All remarks will be directed to the chairman.

d. The chairman is in charge of the meeting and will maintain order, set time limits for a total discussion, and will have the prerogative to set time limits for a total discussion, and will have the prerogative to set time limits for individual presentations.

7. **Agenda Items Requested by the Public.** The Board may discuss and take action on any agenda item properly submitted by a member of the public and published in an agenda. The chairman reserves the right to limit discussion and/or defer further deliberation on an agenda topic to a decision or appropriate action.

C. **Referral for Further Study.** Matters involving legal procedure will be referred to the Superintendent for study or further referral.

D. **Procedures for Complaints from Non-Employees to the Board of Trustees.** The Board's policy (Complaints Concerning School Personnel, 5045 BP) and the related forms for filling a complaint are available from the Superintendent's Office. It is recommended that a charge or complaint be directed to the person, school, or department most immediately involved with the problem. All efforts shall be made to reach a satisfactory conclusion on this level.

However, anyone may present to the Board of Trustees a charge or complaint against an identifiable employee or against a specific school or office in a public Board meeting where the basis for the charge or complaint arises out of the personal actions or omission of an identifiable employee.

The presentation of such charge or complaint shall be subject to the following procedures:

1. Any such charge or complaint shall be made in writing and shall be affirmed by the person or persons submitting it. The secretary to the Board will advise, if requested, as to the methods of affirming the truth of the charge or complaint.

2. No such charge or complaint may be orally presented in a meeting of the Board of Trustees or of any of its special committees except as in No. 3 below.

3. The signed, written statement of the charge or complaint shall be submitted to the secretary to the Board of Trustees, or to an appropriate committee as determined by the Board of Trustees in a closed session. The Board of Trustees, if it deems advisable, may allow the person affirming the truth of the statement to appear before the Board of Trustees, or its appropriate committee, in a closed session and to present orally the charge or complaint.

4. The Board of Trustees, or its appropriate committee, will review and, if necessary, investigate the charge or complaint, and will respond in writing to the person who has submitted the written statement.

5. In the event this procedure is not known or followed, the president of the Board of Trustees shall terminate the right of the speaker at the point the charge or use of the staff member's name is brought into the speaker's presentation in a public Board meeting, or at the first indication that the speaker intends to speak against a staff member in such a meeting. The speaker shall immediately be told the reason for terminating his right to speak, and shall be informed of the proper steps to follow in registering his complaint.

6. In the event that an individual registers a charge or complaint with a member of the Board of Trustees in person or by telephone, that Board member should refer the matter to the Superintendent for investigation. When anyone registers a charge or complaint with the Superintendent, he shall investigate that charge or complaint, and then shall report his findings to the complainant and/or Board member.

The Board of Trustees desires to support its staff against any or all charges, be they direct or indirect, made in public meeting of the Board before preliminary investigations have been made. According to the Ralph M. Brown Act, **Government Code** 54950-54960, it is stated that "Nothing contained in this chapter shall be construed to prevent the legislative body of a local agency from holding closed sessions during a regular or special meeting to consider the appointment, Employment, or dismissal of a public officer or employee or to hear complaints or charges brought against such officer or employee by another public officer, person or employee unless such officer or employee requests a public hearing. The legislative body also may exclude from any such public or private meeting, during the examination of a witness, any or all other witnesses, in the matter being investigated by the legislative body..."

The Board of Trustees realizes its function as a public agency and this policy and/or implementing rules are in no way intended to restrict the right of the public to be heard. This policy and its rules have been adopted to guarantee an orderly process wherein all parties are dealt with fairly and in accordance with due process.

Authority:

California Education Code

- 35145 —Public Meetings
- 35145.5—Agendas; Public Participation; Regulations
- 35146 —Closed Session

California Government Code

- 3543.2 —Scope of Representation
- 3549.1 —Proceedings Exempt from Public Meeting Provisions
- 11125.1 —Availability of Agendas, Documents Prior to Meeting; Closed Session Report of Action With Public Employee
- 11126 —Closed Session; Disciplinary Action; Notice of Public Hearing, Exclusion of Witnesses
- 11126.3 —Reasons for Closed Sessions
- 11128 —Time of Closed Session
- 54957 —Closed Session; "Employee" Defined; Exclusion of Witnesses
- 54957.1 —Subsequent Public Report and Roll Call Vote, Employee Matters in Closed Session
- 54957.2 —Closed Sessions; Clerk; Minute Book
- 54957.6 —Closed Session; Representative with Employee Organization
- 54957.7 —Reason for Closed Session

Oxnard School District

Board Bylaws Adopted: October 25, 1978

Revised April 22, 1981; April 30, 1984