

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

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

ADMINISTRATION

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

AGENDA #9 REGULAR BOARD MEETING

Wednesday, January 20, 2016

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 prepares students for college and career opportunities.



Visión:

Capacitar a cada alumno para que logre la excelencia académica

Misión:

Asegurar una educación culturalmente diversa para todo el alumnado en un ambiente seguro, saludable y propicio que les prepare para la Universidad y el acceso a oportunidades para desarrollar una carrera profesional.

**Section A
PRELIMINARY**

A.1 Call to Order and Roll Call

5:00 PM

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

A.2 Pledge of Allegiance to the Flag

Mrs. Ramona Villavicencio, Principal of Lemonwood School, will introduce the following students who will lead the audience in the Pledge of Allegiance in English Angel Hernandez, 3rd grader in Ms. Braun’s class and Tatum Jean Gomez, 3rd grader in Ms. Flores’ class; and in Spanish Camila Rosales, 3rd grader in Mr. Somers’ class and Jesus Morales, 3rd grader in Mrs. Austin-Scott’s class.

A.3 District’s Vision and Mission Statements

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

A.4 Presentation by Lemonwood School

Ms. Villavicencio will provide a short presentation to the Board regarding Lemonwood School. Following the presentation President Robles-Solis will present a token of appreciation to the students that participated in the Board Meeting.

A.5 General Information on Opening of New Harrington Elementary School (Dr. Morales/Ramirez)

The Board will receive a brief report on the opening of the new Harrington Elementary School.

A.6 Adoption of Agenda (Superintendent)

Moved:
Seconded:

ROLL CALL VOTE:

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

A.7 Study Session – Strands for K-8 Schools (Freeman)

The administration will provide a report on Strands for K-8 Schools: Chavez, Curren, Driffill, Kamala, Lemonwood and Soria.

A.8 Closed Session – Public Participation/Comment (Limit three minutes per person per topic)

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

A.9 Closed Session

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

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.9 Closed Session (continued)

2. REMOVAL/SUSPENSION/EXPULSION OF A STUDENT (*Education Code 48912; 20 U.S.C. Section 1232g*)
 - Case No. 2016-04 (Action Item)
 - Case No. 2016-05 (Action Item)

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

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

A.10 Reconvene to Open Session

7:00 PM

A.11 Report Out of Closed Session

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

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.

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**Section C
CONSENT AGENDA**

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

Notes:
Moved:
Seconded:

ROLL CALL VOTE:

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

C.1 Acceptance of Gifts

- | | |
|---|--------------------------|
| <ul style="list-style-type: none"> ▪ From Mr. & Mrs. Rudy Duarte, to Brekke School, donation of small refrigerator to support staff; ▪ From Mr. John Avalos, to Brekke School, donation of \$100.00, to support the school A. R. program. | <p>Nocero
Nocero</p> |
|---|--------------------------|

C.2 Agreements

- | | | |
|---|---|-------------|
| It is recommended that the Board approve the following agreements: | | Dept/School |
| <ul style="list-style-type: none"> ▪ #15-164 with California Lutheran University, to provide fieldwork experience to students enrolled in initial teaching and services credential undergraduate and graduate programs; at no cost to the District; ▪ #15-165 with Museum of Ventura County Agriculture Museum, to provide educational, enriching classroom and museum experiences for children that enhance their understanding of Ventura County’s agriculture heritage; at no cost to the District; ▪ #15-166 with MOUSE Squad, to provide a technology enrichment program for Fremont Middle, Driffill K-8, Harrington Elementary, Marina West Elementary, and Ritchen Elementary Schools; January 21, 2016 through June 30, 2016; amount not to exceed \$5,000.00, to be paid with ASES Grant Funds; ▪ #15-167 with AE Group Mechanical Engineers Inc., to provide structural, electrical, mechanical, bidding, and construction professional services support for the installation of an additional 100 ton chiller at Ritchen School; January 21, 2016 through August 10, 2016; amount not to exceed \$3,140.00 (including extra services and any reimbursement expenses), to be paid with Deferred Maintenance Funds; ▪ #15-168 with Cumming Construction Management Inc., to continue to provide Proposition 39 Energy Conservation and Energy Efficiency Services in addition to preparing the required Energy Level Two (2) Audit Services and Annual Energy Expenditure Plan; January 21, 2016 through January 20, 2018; amount not to exceed \$101,611.55, to be paid with Proposition 39 Funds; ▪ #15-169 with NCS Pearson Inc., to provide professional development training for “Words Their Way: Word Study in Action”, a developmental spelling program for students; amount not to exceed \$2,200.00, to be paid with Unrestricted EL Concentration Funds; ▪ #15-170 with Delta Education, to provide professional development training for the implementation of high quality science lessons and experiments based on grade-level, next generation science standards; amount not to exceed \$1,200.00, to be paid with Unrestricted EL Concentration Funds; | <p>Vaca
Freeman
Freeman/
Thomas
Cline/
Cross
Cline/
Cross
Freeman/
Arellano
Freeman/
Arellano</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.2 Agreements (continued)

It is recommended that the Board approve the following agreements:	Dept/School
▪ #15-171 with Davis Publications Inc., to provide professional development training for “Discussions 4 Learning”; amount not to exceed \$1,500.00, to be paid with Unrestricted EL Concentration Funds;	Freeman/ Arellano
▪ #15-172 with Oxnard School District Education Foundation, to implement a program for music instruction in K-8 th Grade at Lemonwood School during the 2015-2016 school year; amount not to exceed \$7,590.00, to be paid with Site Allocated General Funds – LCFE.	Freeman/ Villavicencio

C.3 Enrollment Report

Attached for the Board’s information is the district’s enrollment report for the month of November 2015.	Dept/School Cline
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C.4 Consideration of Supporting the Ventura County Farmworker Bill of Rights

It is recommended that the Board of Trustees consider endorsing the Ventura County Farmworker Bill of Rights.	Dept/School Dr. Morales
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C.5 Establish/Abolish/Reduce/Increase Hours of Positions

It is recommended that the Board approve the establishment, abolishment or reduction in hours for classified positions, as submitted.	Dept/School Koch
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C.6 Personnel Actions

It is recommended that the Board approve personnel actions, as submitted.	Dept/School Vaca/Koch
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Board Bylaws, BB 9323 – Meeting Conduct**

Section D
ACTION ITEMS

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

D.1 Oxnard School District Audit Report, June 30, 2015 (Cline/Penanhoat)

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, 2015.

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

ROLL CALL VOTE:

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

D.2 Approval of 2015-16 One-Time Funding Uses (Dr. Morales/Cline)

It is the recommendation of the Superintendent and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees review and provide direction relative to the proposed list of suggestions submitted by the Budget Advisory Committee for the use of the 2015-16 one-time funds.

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

ROLL CALL VOTE:

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

D.3 Consider Approval And Adoption Of The December 2015 Semi-Annual Implementation Program Update As An Adjustment To The Facilities Implementation Program (Dr. Morales/Cline/CFW, Inc.)

It is the recommendation of the District Superintendent and the Assistant Superintendent, Business & Fiscal Services, that the Board accepts and adopts the December 2015 Semi-Annual Implementation Program Update.

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

ROLL CALL VOTE:

Duff __, O’Leary __, Morrison __, Cordes __, 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 Report on Potential 2016 Certificates of Participation (COP)
(Dr. Morales/Cline/CFW, Inc.)

The Board of Trustees will receive a presentation regarding the feasibility of exploring Certificates of Participation (COPs) as an option for acquisition of the Doris & Patterson potential middle school site.

**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:

Moved:
Seconded:
Board Discussion:
Vote:

Revision of AR 5148.2	Students BEFORE/AFTER SCHOOL PROGRAMS	Freeman/ Thomas
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ROLL CALL VOTE:

Duff __, O'Leary __, Morrison __, Cordes __, 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**

BOARD AGENDA ITEM

Name of Contributor(s): Robin I. Freeman

Date of Meeting: 1/20/16

- Study Session: X
Closed Session:
A. Preliminary
B. Hearing:
C. Consent Agenda
D. Action Items
E. Reports/Discussion Items (no action)
F. Board Policies 1st Reading 2nd Reading

K-8 Strand Schools Report – Schools (Chavez, Curren, Driffill, Kamala, Lemonwood, Soria) (Freeman/Perez/Castillo/Flores-Beck/Mc Daniels/Villavicencio/Fox)

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

- Chavez, Curren, Driffill, Kamala, Lemonwood and Soria 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:

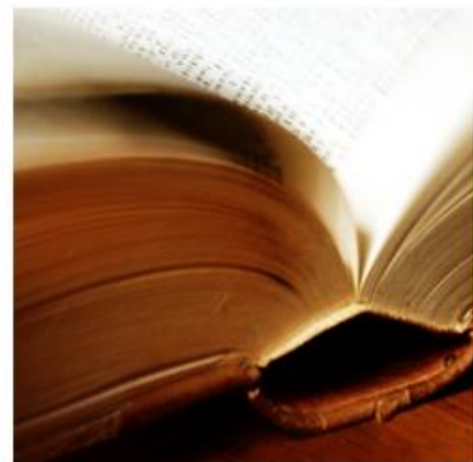
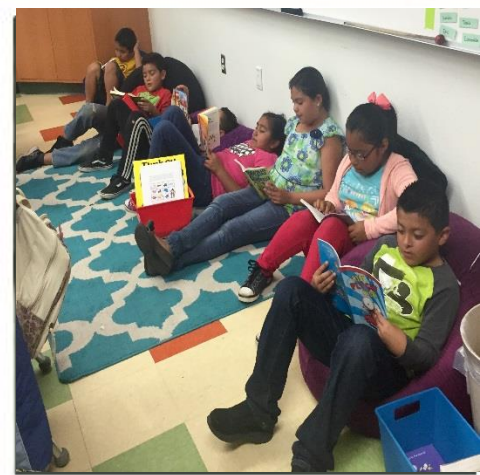
N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent Educational Services to receive the K-8 Strand Schools Report.

ADDITIONAL MATERIAL(S): Power Point presentation

Chavez Academy of Literacy, Communication Arts, and Technology



Mission and Vision

Mission:

The mission of Cesar E. Chavez K-8 School is to provide, within a safe and nurturing environment, a rigorous and relevant instructional program that will empower our students to reach their highest academic potential and become successful lifelong learners.

Vision:

The vision of Chavez Academy of Literacy, Communication Arts, and Technology is for all students to be safe, responsible, respectful, and college and career ready. We aim to achieve our goals through an active collaborative partnership involving students, teachers, parents, community and staff.



Current Academy Strand Focus Opportunities for Students

- **Enrichment Opportunities:**
 - Tech Club, Sports, Art/Writing Attack, Art Trek, Mad Science
- **School Wide Focus on “The Daily 5” Strategies to teach Literacy Independence**
- **Creative Writing Class Students are creating and will finalize the CALCAT Brochure in the Spring 2016**
- **After School Book Clubs for all grade levels**
- **Library Hours Open at Lunch time**
- **Principal’s Weekly Activities:**
 - Reading Registry for Kindergarteners
 - Fifth grade Open Mic Poetry
 - 7th/8th grade mentor cohort meetings
 - Reading Principal’s Recess



Integration of Academy Strand Focus with the Core Curriculum

Literacy Units

Expository Writing

K – Life Cycle – Animals, Student Created Book
1st – Habitats and Adaptations
2nd – Life Cycle - Animals
3rd – Life Cycle - Plants and Animals
4th – Ecosystems - California

5th – Science Fair Project
6th - Ancient Greece
7th – Garden Business Proposal
8th – Golden Age

Technology and Communication Arts

- Teachers in all grades incorporate technology into Common Core lessons/units
- Teachers in all grades incorporate speaking and listening skills into Common Core lessons/units
- Online writing magazine showcases exemplary writing from every grade level

Year 1 Implementation: One Integrated Unit per Grade Level

Grade	Integrated Unit	Core Curriculum Standards	Project Students will complete
TK/K	<p>Different types of wild animals inhabit the earth.</p> <p>Students will research/investigate and describe similarities and differences in the appearance and behavior of wild animals.</p> <p>Students will analyze by matching categories and comparing and contrasting animals.</p>	<p>RI.1, RI.10 W.5, W.7, W.8 SL.1 LSI.1, LSI.C</p>	<p>Students will learn about different animals, collaborate to present animal poster of information from researched facts. Students will present, then illustrate animal for student categorized book. Students will present work to parents on “Kinder Book Animal Learning Night”</p>
1	Animal Habitats and Adaptations	<p>R. 1-6 W.2, 6 W. 1 Sci. 2a, 2b, 4a, 4e</p>	<p>Students will create an E-book in which they write about each one of four habitats investigated, form conclusions about adaptations, and present to parents.</p>
2	The students will research and investigate an animal to integrate the following curriculum: Literacy, Writing, Technology, Listening, Speaking, English Language Development, and Science	<p>W 2.6, W 2.7 L 2.1, L 2.2 SL 2.4, SL2.5 Sci 2-LS 4-1</p>	<p>The students will create an Educreations Animal Report Presentation using the iPad, graphic organizers and nonfiction text, along with student investigation of the animals.</p>
3	Life Cycles	<p>Sci 3 LS 1-1 LA 3, RI .5, RI.7 W.2, W.7 SL.4</p>	<p>Students will research life cycles and create a presentation using Poplet. Students will compare and contrast the life cycle of plants and animals.</p>



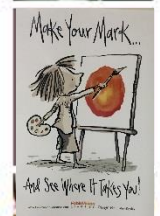
Year 1 Implementation: One Integrated Unit per Grade Level

Grade	Integrated Unit	Core Curriculum Standards	Project Students will complete
4	California: We call it Home	W 4.2 SS 4.2 Sci 3.9	“Living” Ecosystem Museum depicting student research, written report and diorama presentations.
5	Science Fair Project	W 5.2, 5.7-8, 5.10 SL 5.4-6 Sci b-h	Students will conduct an independent Science research experiment and present finding at Science Fair via presentation in oral and technology based presentations.
6	Ancient Greece	RI 6.7 W 6.3 M 6 GA1 SL 6.2, 6.4 WH 6.4.4, 6.4.8	Students will present a Living Wax Museum in which students will need to create a Prezi, design a costume, construct a written document from investigation and research done on a person chosen from Ancient Greece.
7	Students will be able to research and examine business proposals in order to develop their own business plan to sustain a garden on campus.	W 7.2 M 7 G.A.1, M.7 G.B, Sci 7.1, 7.2, 7.3 PE. 4.5	Students will develop their own business plan to sustain a garden on campus. This project will connect to the Colonia Community Garden in the second year of Unit.
8	Golden Age	M 8 FAZ ELA W ZA-F MS PS 1-5 SS 812.1-8, 8.9 4-8 PE 1.3,1.4,5.1-7	Students will analyze data and apply it to develop Olympic games for lower grade levels and participate in exponential growth model.



Outreach to Parents and Community

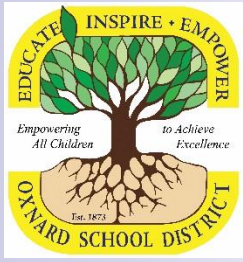
- Monthly Newsletters
- Website updates
- Calls/Flyers Home
- Dr. Seuss Read Across America Day and Night Events
- 4th and 5th grade Student led Academic/Literacy Conferences
- Fall Pajama Reading Night
- Gingerbread Man Reading Night
- Kinder Book Animal Learning Night
- Girl Empowerment “sleepover” Night
- Students Author’s Fair
- Students Science Fair
- International Dot Day
- School Lunch Hero Day



Further Development Plans for Academy

- Develop Integrated Units for Year 2
- School Wide Book Clubs connected globally via internet
- Continue Teacher Book Analysis:
 - “Notice & Note” Strategies for Close Reading
- Continue increasing Parent and Community Presentations and Workshops:
 - Dia de los Muertos Writing/Altars, Noche de Cuentos de Mi Abuela
 - Teaching Reading Skills Nights, Harry Potter Night, Poetry Night
- Student Council will make recommendations for Academy Enrichment Opportunities
- Mural development to promote CALCAT Academy Strand Focus led, documented, and presented by students





Curren K-8 School EYES Academy Focus

Board Presentation
January 2016



Enriching Youth via Environmental Studies (EYES)

Cougar EYES Are on the Future!

The EYES Mission and Vision



- The Current School EYES mission is to develop students' understanding as responsible, empathetic stewards of our world.
- The Environmental Studies Academy focus incorporates the social, political, and scientific aspects of caring for each other and our world.

EYES In the Classroom

- There is a single K-8 plan of curriculum design which builds upon various aspects of environmental studies as the students progress throughout the years.
- Every grade level has designed one integrated unit for the 2015-2016 school year. The units are integrated across three content areas, and address CCSS and NGSS standards from each area.
- Each unit begins with a “Big Idea” and an anchor standard. The unit culminates with a Project Based Learning Assessment.



Curren EYES

Units of Study by Grade Level
(First units 2015-2016 School Year)

	Unit Topic: The Big Idea students learn, analyze and understand	NGSS and CCSS Standards	Culminating Assessment
Kinder-garten	We are able to protect our Earth. There are specific actions we can take to preserve and take care of Earth.	Anchor Standard: NGSS K-ESS3.C, Language Arts: RI1, 3-9, L1-6, W5-8, Social Science: H1.2-1.3	Students will create a visual presentation (movie, presentation board, etc.) to show three specific ways they will implement conservation strategies they learned at home, at school, or in the community.
First Grade	All plants and animals adapt to their surroundings. Humans make adaptations based on their habitats just like animals do.	Anchor Standard: NGSS 1-LS1-1: Language Arts: RI 1.1-1.3 1.7, W1.2, 1.7, 1.8 Social Science: 1.2	Students will assimilate animal adaptations to create their own biomimicry or imitation of nature. They will select a method to present an adaptation they would like to develop in order to better thrive in Oxnard CA. Their presentation will include the description of the adaptation, why it is beneficial for their thriving success, and how it is similar/different from the plant/animal adaptations they studied.
Second Grade	All Food Comes from dirt. Natural Resources along with human actions together produce the food we purchase and eat.	Anchor Standard: NGSS 2-LS2-1: Language Arts: SL 2.4 s, W2.3, 2.7-2.8 ELD: 2.1-2.10 Social Studies: 2.4.1-3	Students will create a farmer's market at school. Students will determine the product they will sell and will buy and sell their items. Using an assigned product (fruit/vegetable) students will investigate the production cycle of their food product, design a model to demonstrate how the food item goes from soil to plate and present the concept of the production cycle via an oral presentation.

	Unit Topic: The Big Idea students learn, analyze and understand	NGSS and CCSS Standards	Culminating Assessment
Third Grade	One Person can make a lasting impact on the world. The choices individuals and groups make affect the environment. Human interactions with the world impact the environment in both the short and long term.	Anchor Standard: LS 4-3 Language Arts: R3.3-3.6, W3.8, Social Studies: 3.1, 3.12, 3.14-18	Students will create a service project/plan that when implemented will have a lasting impact. Students will create a presentation for the class explaining the project design, an implementation outline including, materials, supplies, and costs associated, the potential challenges of the plan, and the anticipated outcome.
Fourth Grade	All organisms are interconnected. Primary consumers use and transform energy that secondary users need. Finally decomposers return so that the material turns to energy again.	Anchor Standard: NGSS 4 LS-1 Language Arts: RI4.1-4.9, W4.1-2, 4.7-8, L4.3-4 Social Studies: 4.1,4.13, 4.15	Students imagine they have traveled to another planet far away. They receive descriptions of the organisms and materials on the planet. They create the food web for the planet. Students then develop a visual model for their ecosystem and one region in CA and compare and contrast the two locations (board game or diorama, etc.) and a written summary. Students then present this to the class.
Fifth Grade	Earth's Water: Fresh water is necessary for life to survive.	Anchor Standard: NGSS-ESS3 Language Arts: SL 5.2/3, L5.4, R.5-10, W.5.2, 5.8, L 5.6, SL5.2-3 Social Science: SS5.8	Students will create a water conservation initiative. They will present their initiative with a written report and oral/media presentation. The initiative report will include: the technology involved, the logistical plan, the cost involved, and the societal and political barriers to the implementation.

	Unit Topic: The Big Idea students learn, analyze and understand	NGSS and CCSS Standards	Culminating Assessment
Sixth Grade	Agriculture: Agriculture practices of the past, present, and future affect the environment in the long term.	Anchor Standard: ESS3-3 Language Arts: RL6.1, RI6.8-9a, W6.1, 6.4-10, SL6.2-6.5, L6.1e,6.4,6.6 Social Studies: WH6.2.1 WH6.2.2	Students will imagine they are able to travel back in time to an ancient society. They will create a recommendation to the ancient society for their agriculture practices which would improve the future outcome for the location. They will write a persuasive essay for the society and prepare a formal presentation including visual models. They will then present what the location would look like today if they were successful in their proposal.
Seventh Grade	All things "made" come from the natural environment. This has always been true throughout history.	Anchor Standard: MS-ESS3.1- NGSS: LS2.4, MS-LS2-1: Language Arts Standards: W7.1, 7.9 RI7.7 Social Science Standards: RH 6-8.3	Students will create a pitch (Modeled after the TV show Shark Tank) for a change to the use of one natural resource in a specific location in the world. Students work in groups to select a natural resource and a specific location. They will research that resource and develop a written report and oral/Media presentation highlighting the challenges of the overuse of that resource. They will present a possible solution to this issue which the group created. Their solution will include the possible challenges and costs of this solution and how they would convince society to follow their suggested solution.
Eighth Grade	Renewable energy sources can replace the consumption of limited natural resources.	Anchor Standard: NGSS MSPS1-3: Language Arts: RI.8.1, W8.1, W8.4 Social Sciences: 8.6.1	Students will work in groups to create a modern society that is sustained entirely by renewable energy sources. They will present the society plan which includes: The laws and government oversight, the transportation plan, the residence models, and the food production and waste management. Each group will determine their mode of presentation but it will include an oral, written, and visual model.

EYES

Outside the Classroom



- School Yard Habitat (SYH) at the front of the school.
- Spring Earth Day Carnival
- One field trip per year aligned to EYES
- Earthkeepers' Club
- Kids that Care Club
- Mouse Squad, AVID, Art Club, ASB, Yearbook

EYES and Our Community

- Parent members of our EYES task force
- Parent meetings for SYH
- Family planning days
- Family Earth Day carnival
- Community Partnerships
 - Federal Department of Fish and Wildlife
 - Lowe's Stores



EYES Into the Future



- Apply to CDE Green Ribbon School Recognition (submitted 12/2015)
- Digitize new logo design (design selected 12/2015 new logo to be live Fall 2016)
- Complete brochure (Spring 2016)
- Plant the SYH (begins 2/2016)
- Design mural representing EYES theme (Student competition Spring 2016)
- Design second integrated unit per grade level (Create Spring and Fall 2016 for teaching 2016-2017 school year)



Driffill Elementary School

TK-8th Grade

The School of Environmental Science and Global Awareness



Mission

At Driffill School we are Committed to Excellence! We come together students, family, staff and community to make a difference.

Vision

Students leave Driffill School with a strong academic foundation prepared to take advantage of eventual multiple opportunities for success and leadership in a competitive world.

Children achieve excellence through a strong academic program implemented with fidelity by highly qualified and well prepared staff, supported by fruitful parent participation, and where ongoing conversation and collaboration is the spark for instructional improvement.

Driffill School - Where children know they can.

The School of Environmental Science and Global Awareness

Current Strand Opportunities for Students

- New Team Created Units
- Motivational Spirit Days
- Culminating Student Projects
- Experts in the Classroom
- Music and Art in the Classroom
- Unit Focused Field Trips
- After School Art, Science, and Sports
- School Leadership
- Career Day
- Community Service
- Partnerships with our Community
 - ATDLE
 - AVID
 - OPD
 - Oxnard Parks and Recreation and Neighborhood Watch/Community Center Park
 - Lighthouse Women's Shelter
 - Food Share of Ventura County
 - CARL-Canine Adoption and Rescue League



Integration of Strand Focus with CCSS

Grade	Integrated Unit	CCSS	Project
TK/K	The World Around Me	ESS3-A RI.K.1 SLK.1 K.MD.2&3	Mural depicting ecosystems
1	Drought Resistant Plants	1-LS1-1 1-LS3-1	Culminating class video on how to plant, care for and transplant vegetation
2	Life Cycle	Social Studies: 2.4, 2.4.1 Math: 2.MD.2/3/4 Reading: 2.2.5, 2.1.10 Science: 2.2.E, 2.2.F ELD: Expanded Level	Seed cycle demonstration and preservation of Aurora's Garden
3	Digestive System	ELA: R.3.2.6, W.3.2.2 Math: 3.MD.3 ELD: 3.R.11 Science: 3-2.2, 3-2.3, 3-2.5	Owl pellet dissection, PowerPoint presentation
4	Plants: The Ultimate Energy Resource	ELA: RI 4.1-4.5, SL 4.1-4.2, W 4.1, 4.2, 4.4, 4.6, L 4.3-4.4 Math: MD B.4, MD A.1, NFC.5&6 ELD: P1.4.9, P1.4.6b, P1.4.2 Science(Reading): RI 4.4, 4.7, W 4.2, 4.8 SL 4.1, L 4.2-4.4	Brochure illustrating plant energy
5	Water Consumption and Awareness	Earth Science: 5.ES.3.d, 5.IE.6.g Math: 5.NBT.B.5, 3.MD.B.3 Writing: W.5.8, W.5.2	Culminating student opinion essay based on water consumption
6	Who Polluted the Potomac?	ELA: RI.6.7, RH.6-8.7, SL.6.1	Persuasive letter to government official
7/8	Understanding the Importance of Recycling	Math: 7.RP.A.1, 8.SP.A.1A Science: RST7.8.3, CS 8.7.c Social Studies: RH.6-8.7 ELD: RI 7.8	Portfolio and research paper focused on the major benefits of recycling

2nd Grade- “The Life Cycle”

Integrated CCSS:

Social Studies: 2.4, 2.4.1 **Math:** 2.MD.2/.3/.4

Reading: 2.2.5, 2.1.10

Science: 2.2.E, 2.2.F

ELD: Expanded Level

Levels of Taxonomy:

Retrieval, Comprehension, Analysis, Knowledge Utilization

Culminating Project:

Maintaining Aurora’s Garden

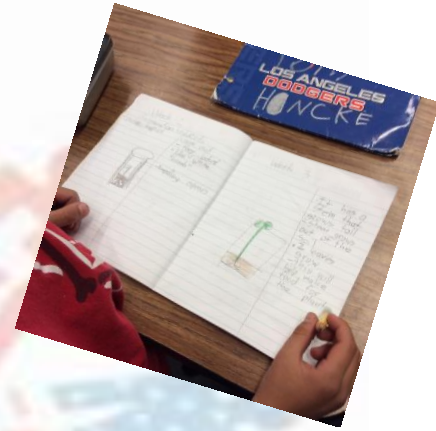
Growing Individual Plants



Science

Journaling

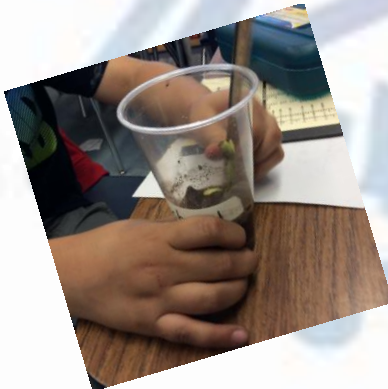
Videos



Making Diagrams



Labeling Pictures

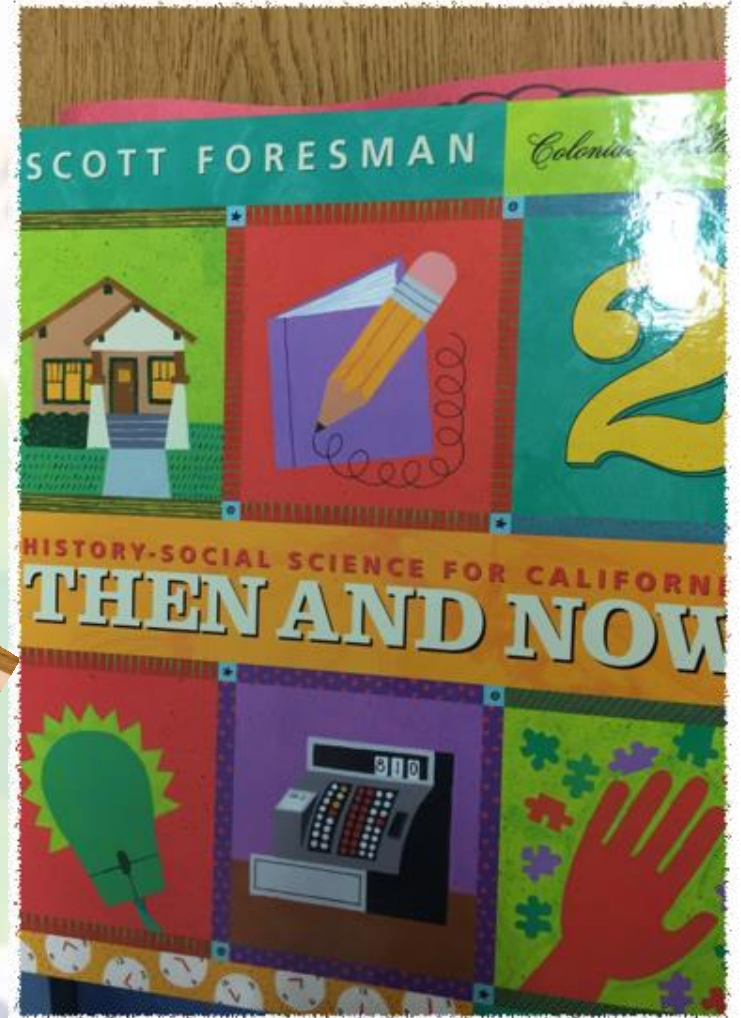


Growing Seeds



Social Studies

Producers and Consumers



Writing

Videos

Diagrams

Online Support

Discussions About the Climate

ELD

Farms: Seed to Sandwich



Writing



Diagrams and Labeling

Mathematics

Graphing

Measurement



Field Trips



Limoneira



Maulhardt Historic Farm in
Oxnard

Outreach to Parents and Community

- Developed a brochure, soon to be sent home
- Updated logo to meet needs of a K-8 school.
- Social media via twitter, facebook, instagram
- Parent Connect to invite parents to events related to strand activities.
- School website with current information
- AVID Parent Night
- Career Day, Spring 2016
- Community partnerships: The Lighthouse, Latino Business Expo, City of Oxnard



Socktober donations for The Lighthouse

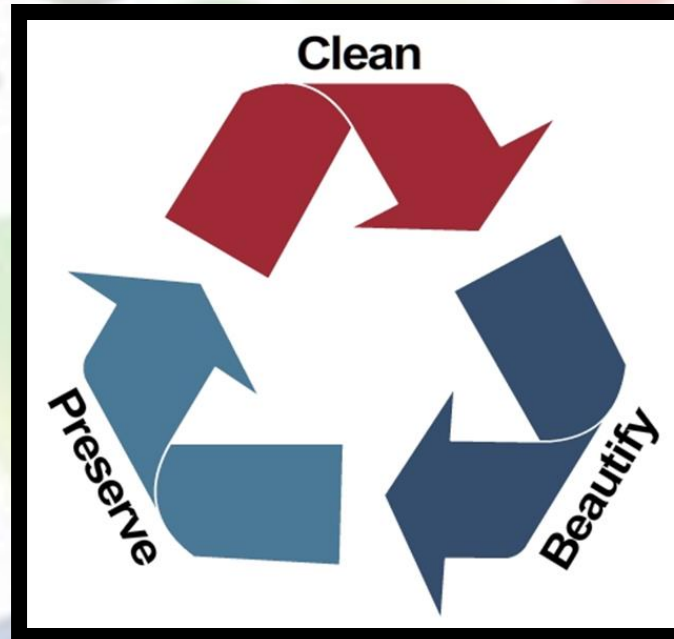


City of Oxnard Multicultural Festival

Plans for the Future

Next Steps

Teacher collaboration will continue in order to develop units for years 2 and 3.



Future Activities

Gardens
Theater
Clubs
Community Service
Outreach
Brochure
Website
Twitter

Year 1- Clean It

Year 2- Beautify It

Year 3- Preserve It

Our Essential Focus:

What are the Student Needs at Driffill?



A word cloud of student needs at Driffill. The words are arranged in a roughly rectangular shape, with 'exposure' being the largest and most prominent word. Other significant words include 'world knowledge', 'awareness', 'on health', 'wellness', 'worldly cultural', 'background child', 'hands', 'instant', 'communication', 'holistic gratification', and 'motivation'. The colors of the words range from dark red to light orange.

world knowledge
awareness
on health
wellness
worldly cultural
background child
hands
instant
communication
holistic gratification
exposure
motivation

Thank You!
Driffill Students, Staff, Families
and Administrative Team



KAMALA SCHOOL

✘ Home of Tiger Pride





KAMALA SCHOOL

Academy of Arts and Technology

VISION

- ✘ Kamala Staff is committed to reaching the needs of all our students; whatever it takes.

MISSION

- ✘ " By meeting the diverse needs of all of our students we will educate, challenge and empower them to compete as productive members of our society.
- ✘ " We must work collaboratively in order to make our students successful and provide them with a safe learning environment.
- ✘ " We use data analysis to guide our instruction and identify students in need of interventions.
- ✘ " We implement a Response to Intervention model in conjunction with our classroom teachers to provide extra support to students not meeting grade level standards.
- ✘ " Kamala staff is committed to the full implementation of the state and OSD adopted materials, OSD adopted intervention programs, and Common Core State Standards.
- ✘ " We believe following these commitments will help us reach our goal of educating all of our students to a high level of proficiency.
- ✘

KAMALA'S VISION AND MISSION

SCHOOL ENHANCEMENTS

- ✘ Art and Technology infused into cross curricular units of study
- ✘ Coding: Peer teaching technology
- ✘ Art and Technology Academy After School Clubs
- ✘ PTA focus on Art and Technology

GRADE LEVEL UNITS

Grade	Unit	Subjects	CCSS Standards	Objective	Final Product
Kinder	Spring is here	Science English Language Arts	Life Science K.LS2.A ELA K.LS2.A	Students will know living things grow in different ways	Students will use music to learn songs of spring. Students will create poster to depict the metamorphosis of a butterfly.
FIRST	Changes	Science English Language Arts Math	Life Science 1 ES 3.b. ELA RI.1.10	Students will know most things change, but in different ways	Students will use foundations of art to make a poster showing something that changes over time.

GRADE LEVEL UNITS

Grade	Unit	Subjects	CCSS Standards	Objective	Final Product
SECOND	Butterflies	Science English Language Arts	ELA RI.2.1 Science: 2-Ls4-1 ELA w.2.7	Students will know Butterflies, like other living organisms, need food, water, and shelter to survive	Creating Pastel butterflies
THIRD	Animal Habitats and Environment	Science English Language Arts	Life Science 3-LS4 ELA 3R1, 3R2, 3RI7, 3W.2a-d, 3SL4,3SL5	Students will know animals are impacted by changes in their environment	Keynote/ iMovie Presentation of project habitat

GRADE LEVEL UNITS

Grade	Unit	Subjects	CCSS Standards	Objective	Final Product
Fourth	Native Americans in California	Social Studies English Language Arts	ELA W.4.7 ELA R.I. 4.1, ELA R.I. 4.7	Students will know Native Americas utilized many different resources, landscapes, and environments in California	Adobe voice presentation And Artifact (2D or 3D)
Fifth	Matter	Science English Language Arts	ELA R.I. 5.7 Science PSI 5.3 ELA W 5.8	Students will know there are different states of matter	Students will create posters with states of matter sorted

GRADE LEVEL UNITS

Grade	Unit	Subjects	CCSS Standards	Objective	Final Product
Sixth	Ancient Egypt	Social Studies English Language Arts	ELA RI.6.7 Social Studies 6.2	Students will know the role Egyptian gods and goddesses	Create a commercial to advertise an aspect of Egyptian life (clothing, plants/animals, mines/farms, boats, or geography of the Nile).
Seventh	Medieval Times	Social Studies English Language Arts Math	ELA 7.RP.3 P.E. 5.1	Students will know the history of Medieval Times	Build a castle (blueprint)

GRADE LEVEL UNITS

Grade	Unit	Subjects	CCSS Standards	Objective	Final Product
Eighth	Westward Expansion	Social Studies English Language Arts Math	Math 8.F.A.3 8.F.A.1 8.F.B.5 ELA W 8.1 W 8.4 W 8.6 W 8.8 W 8.9	Students will know the Westward Expansion of the 1800's effected the change, progress, and growth of the United States	Google Docs- write tall tale and share with others Illustrations- create pictures to complement stories

IN THE CLASSROOM

- ✘ Art to support classroom ELA lessons
- ✘ Music in the classroom (K-1)
- ✘ Art and Technology integrated into units of study
- ✘ Cross grade level support (Kinder and 8th Grades)
- ✘ Grade Level Play (4th-5th)
- ✘ Use of Google Docs, Keynote and iMovie

IN THE CLASSROOM

- ✘ 7th & 8th Grade Electives
 - + Technology – Beginning course for 7th & 8th Graders
 - + Digital Photography- 8th Grade course for students who took Technology. Charged with photographing all school events.

PARENTS AND COMMUNITY INFORMATION

- ✘ Weekly Phone Calls
- ✘ Monthly Calendar
- ✘ Webpage
- ✘ Meetings- (SSC, PTA, ELAC)
- ✘ Parent Informational Meetings

LOOKING AHEAD

- ✘ New School Logo
- ✘ Student led technology workshops
- ✘ Art Elective for 7th & 8th Grade classes
- ✘ School Brochure
- ✘ ASES: collaboration with Technology and Art

THANK YOU



“Lion Pride”

OXNARD SCHOOL DISTRICT

C. A. T. ACADEMY

LEMONWOOD K-8 SCHOOL



Communication ~ Arts ~ Technology

Strand Focus Presentation January 2016

Mission and Vision

Mission

“Readers Today. Leaders Tomorrow.”

Vision

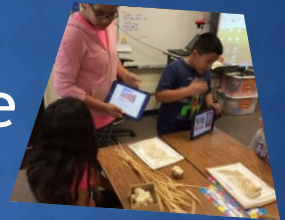
We strive to educate, inspire and empower each student through communication, arts, and technology to become successfully and productive citizens in a culturally diverse 21st century.

Influence of C.A.T. in the Classroom

- Integrated Units with an Essential Question
- Project Based Learning
 - Individual
 - Groups Projects
 - Group Collaboration
 - Small Group Collaboration



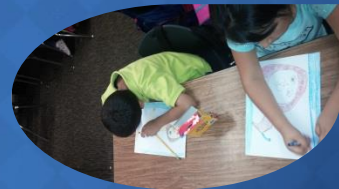
- Integration of Technology into Core Curriculum
- Integration of the Arts into Core Curriculum
- Theatrical Presentations into Language Arts
- Musical Presentations



Enrichment through C.A.T. Academy



- *Music Fundamentals (K-2)*
- *Musical Instruments (3-5)*
- *Chorus (6-8)*
- *iPad Integration*
- *Theatre/Drama*
- *Unit Integrated Field Trips*



Enrichment through C.A.T. Academy



Extra-Curricular Activities (After School)

- *Student Council*
- *Friday Night Live-Club Live*
- *Robotics*
- *Arts and Crafts Club*
- *Mad Science*
- *Art Trek*
- *Science Fair*
- *Speech Contests*



Integrated Units

Grade	Integrated Unit	Core Standards	Evidence of Success
Transitional Kinder/ Kindergarten	Rules: It is important to follow rules to keep everyone safe.	-RI.K.3; K.10 -RL.K.1-3 -W.K.1 -S.L.K.1; K.4; K.6	TK Students will create individual art projects to convey their understanding of essential rules to keeping themselves safe. Kindergarten students will produce a grade level video depicting necessary rules to keep at school.
First	Friendship: Behavior Influences Relationships	-R.I.1.3 -R.L.1.3 -S.L.1.4 -W.1.3	Through a theatrical representation of the Rainbow Fish/Charlotte's Web, students will depict and describe the relationship of the different characters in the stories read relating to friendship.
Second	How do our decisions to follow or not follow the rules have negative or positive consequences in our lives?	-R.L.2.1; 2.3 -S.L.2.1A-C; .2.3 -L.2.1a, g; 2.3; 2.5 -W.2.3; 2.4 -PI.2.7; 2.8 -PII.2.A.1-2 -PII.2.C .6-7	Students will analyze the cause and effects of decisions they make daily at school and in the community. Students will cooperate with each other to create a video on "PuppetEdu" to determine and demonstrate if negative consequences are the result of not following the rules.
Third	Why or how do people take risks?	-R.L. 3.1; 3.2; 3.3; 3.7 -R.I. 3.1; 3.3; 3.7 -S.L.3.1; 3.2 <u>-W.3.2</u> ; 3.3 -L.3.1 -S.S.3.1	Students will create group presentations using their iPad (Book Creator) to trace ways in which people used resources of the region and have impacted the environment.
Fourth	How do people adapt and become resourceful to the different regions of the state to survive?	-H.S.S.4.1.3, 4.1.5 -W.2A-E -W.4-7 -R.I.3 -R.I.5.6 -R.I.7	Students will investigate and create a topographic map and report demonstrating the different features of California regions and how people were able to adapt.
Fifth	How are natural disasters impacted by human behavior? What can be done to prepare for the effects of natural disasters on humans?	-R.I. 5.6-5.10 -R.L.5.1 -R.L.5.7 -R.L.5.9 -S.P.L.5.1 -S.P.L.5.3 -S.P.L.5.5-5.6 -W.5.2	Students will incorporate their iPad to create an investigative video news clip to answer the essential questions and figure out the best way to prepare and inform people to prevent the least harm to humans based on a particular natural disaster of their choice.
Sixth	What determines the decisions humans make to overcome obstacles to stay alive or help others overcome diversity?	-R.L.6.1 -R.L.6.3 -R.I.6.2 -R.I.6.8 -W.6.9 -W.6.1 -S.L.6.1 -S.L.6.4 - NGSS MS-PS3-4:	Students will analyze the reasons for why people make the decisions they make, and apply their research data to a multi-media presentation showing a comparison and contrast in the decisions made, based on the events or situations taking place.
Seventh	Survival/Overcoming Obstacles: Is success or failure determined more by preparation or by chance?	-R.I.7.1 -R.L.7.2-3; 7.6 -S.L.7.1a; 7.2 -W.7.3;7.6; 7.8	Students will have the option to create an investigative project using technology to take a position on what would happen, and explain a person's will to survive and overcome obstacles.
Eighth	Understanding perspectives from the destruction of Hurricane Katrina based on environmental and man-made influencing factors. What can we learn for the future?	- R18.1 - W8.2 - W8.9 - L8.1 - L8.3 - L8.6	Students will investigate and have the opportunity to present their position to the essential question from varying projects: creating a mock news report via iMovie, produce a website, NearPod presentation, and visual representation via the Aurasma poster app.

Informing our Parents & Community Stakeholders

Parents and community stakeholders are informed partners of the education of our children...

- Middle School Parent Orientation
- AVID Orientation
- Literacy Family Nights
- Math Family Nights
- Technology Family Nights
- English Learner Advisory Committee (ELAC)
- School Site Council (SSC)
- Parent Teacher Association (PTA)
- Student Recognition Assemblies
- Adult English as a Second Language Classes (AESL)



Involvement of our Parents & Community Stakeholders

Parents and community stakeholders are active partners in the education of our children through participation...

- Literacy Family Nights
- Math Family Nights
- Technology Family Nights
- Winter Holiday Student Presentation
- Parent Teacher Association (PTA) Sponsored Events



Charging Ahead

- Ensure teachers have the resources and materials necessary for successful implementation of the integrated unit. (Spring 2016)
- Revisit the components of the integrated unit to ensure it is cohesive and CCSS focused in preparation for designing the second integrated unit. (Spring 2016)
- Build community relationships with stakeholders to support the development of the CAT Academy. (Ongoing)
- Finalize the C.A.T. Academy Brochure (Spring 2016)
- Vertical Teaming to identify the standards needed to successfully complete units for the spring and fall of 2016.

CAT Academy Partnerships

Drum Warehouse

Oxnard Music Advocacy Group

Western Foundation of Vertebrate Zoology

Big Brothers Big Sisters of Ventura County

Oxnard Scholars After School Program

Student Activities

- Arts
- iPad integration
- Student Council
- AVID
- Robotics
- Sports: Volleyball, Basketball, Soccer, 5K Runs
- Arts and Crafts Club
- Chess Club
- Science Fair
- Field Trips



Parents and community stakeholders join us and become active partners in the education of our children.

Parents & Community Involvement

- Middle School Parent Orientation
- AVID Orientation
- Literacy family Nights
- Math Family Nights
- Technology Family Nights
- English Learner Advisory Committee
- School Site Council
- Parent-Teacher Conferences
- Open House
- Coffee with the Principle
- Parent Meetings (Title 1, CELDT, Reclassification, Dual Language Immersion, A-G Requirements)
- Parent Teacher Association
- Volunteers of the Year Banquet
- Student Recognition Assemblies
- Carnival, Sports
- Adults English and Technology Class
- Student intervention meeting



Oxnard School District

C. A. T. Academy

Communication, Arts
And
Technology

Lemonwood K-8 School

'Home of the Lions'

***2200 Carnegie Court
Oxnard, CA 93033***

Tel: 805-385-1551

Student Recognitions

- Honor Roll
- Student of the Month
- Principal's Award
- Perfect Attendance
- Golden Tickets
- Citizenship Recognition
- Sports Recognitions
- Student Outdoor Accelerated Reading Reward (SOAR)
- Middle School Rewards Activity
- Lemonwood Learners Award
- Super Star Accelerated Reader



Academics

- Advancement Via Individual Determination (AVID)
- Honors Program
- Technology in Every Classroom
- Reading Renaissance
- Educational Programs (Sheltered English immersion, Transitional Bilingual Education, Dual Language Immersion)
- After School Tutoring
- English Language Development
- Electives (Creative Writing with Arts, Environmental Science, AVID, Spanish)
- CAASPP
- Intervention Service Providers and Elementary Support Teachers
- Highly Qualified Teachers
- College and Career Readiness



School Mission

"Readers Today Leaders Tomorrow"

School Vision

We strive to educate, empower, and empower each student through communication, arts, and technology to become successfully productive citizens in a culturally diverse 21st century.

- Constantly explore and share new research based strategies and techniques that support student learning.
- Monitor student academic progress and re-teach to ensure mastery of the skills.
- Provide opportunities through project based learning the growth and development through child centered program



Juan L. Soria (K-8) Te.A.L Academy

"The School Where
Everybody Cares"



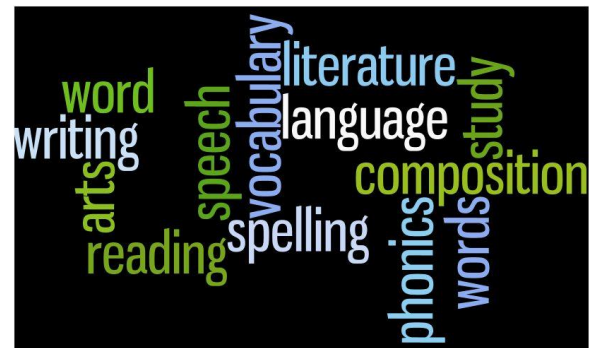
Technology



Arts



Language



Soria's Vision

Educate and prepare students to become college and career ready in an ever changing global society.

Soria's Mission

Provide a happy, caring and stimulating environment through the integration of Technology, Arts and Language (Te.A.L) where children will achieve their fullest potential.

Excellence Through Te.A.L

- School-Wide Focus
- Student Centered Lessons
- Project Based Learning
- Teacher Collaboration Across Grade Levels and Programs
- Academic Rigor
- Parent Community Involvement

Integrated Units based on Te.A.L

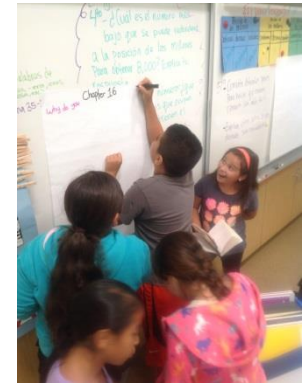
Grade	Unit	Subjects	CCSS Standards	Objective	Final Product
Kinder	Life Science-Insects	<ul style="list-style-type: none"> •Science •Writing •Art 	RI K.2 WK.2	Students will organize, classify, and sort life cycles of a butterfly.	Students will present a the “Life Cycle of a Butterfly” through diorama, mobile, or a digital presentation.
First	Local Sea Life	<ul style="list-style-type: none"> •Music •Language Arts •Art 	W 2.1, 2.2, and 1.2 Music 2.o Art 1.3, 2.2, 2.4	Students will understand local sea life and understand their relationships through the use of writing, music and art.	Students will draft, edit, revise and complete a paragraph on local sea life. Students will create drawings to represent their findings and will write songs with their acquired information.
Second	Amazing Animals	<ul style="list-style-type: none"> •Reading •Arts •Technology 	RL 2.5 W 2.7 SL 2.3 and 2.5	Students will investigate and research information about an animal of their choice. Students will utilize the information obtained to recognize and classify animals.	Students will classify animals based on their known characteristics and will present the information trough an EduCreation presentation.
Third	Solar System	<ul style="list-style-type: none"> • Language Arts • Science • Technology 	R1 3.1-3.10 RF 3.3-3.4 W3.1-3.2, W3.4-3.8 SL 3.1, SL3.4-3,6 SL 3.1, SL 3.4-3.6 L 3.1-3.3	Students will research and investigate a planet . Students will use the information to develop a persuasive argument of why they should be chosen as a candidate to be a pioneer on that planet.	Students will develop a strategy in a one minute video demonstrating their knowledge on a planet while persuading others of why they should be part of the mission to colonize the planet.

Integrated Units based on Te.A.L

Grade	Unit	Subjects	CCSS Standards	Objective	Final Product
Fourth	U.S. constitution	<ul style="list-style-type: none"> •Writing •Language Arts •Social Science 	W4.1 W41B RI41 SS 4.5	Students will generalize the information learned regarding the Constitution to develop a new amendment which will improve their rights as U.S. Citizens.	Students will use their iPads to create a commercial highlighting their argument for the inclusion of their new developed amendment to the constitution.
Fifth	Body System	<ul style="list-style-type: none"> •Science •Language Arts 	R1.8 R2.10 5L 1.1	Students will investigate and research one of four body system.	Students will develop a video presentation explaining their findings of the body system.
Sixth	Plays of Ancient Civilizations	<ul style="list-style-type: none"> •Writing, •Reading •Social Studies 	RST 6-8.1 RST 6-8.2 RST 6-8.7 W.7	Students will trace the development of ancient civilizations in order to identify the issues which led to the rise and fall of ancient civilizations.	Students will write and perform plays highlighting the factors which led to the rise and fall of ancient civilizations.
Seventh/Eighth	Dance	<ul style="list-style-type: none"> •PE •Language Arts •Social Studies 	PE 7.1.2 PE 7.2.2 RH. 6-8.2 RH.6-8.7 W7.1 W7.8	<p>Students will use prior knowledge, first hand experience, and research information to critically analyze different types of dances.</p> <p>Students will illustrate and classify key points of information including the main idea and important details.</p>	<p>Students will illustrate and classify key points of information in a project that will be presented orally in their Language Arts class.</p> <p>Students will be able to locate main ideas and explain information in paragraph form.</p> <p>Students will perform a group-choreographed dance.</p>

In the Classroom

- School Wide Writing Focus (K-8)
- Dual Language Immersion Program (K-6)
- Integrated Units of Study (K-8)
- Sheltered Instruction Observation Protocol/SIOP (K-8)
- Elementary Support Teacher (EST) Technology (2-5)
- Elementary Support Teacher (EST) Language/Writing (2-5)



In the Classroom

- Te.A.L based enrichment activities connected with site academic goals and the CCSS (K-8)
 - Field Trips
 - Student Projects
 - Experts in the classroom (Music, Art)
 - GATE enrichment (Coding, Writing)
- Elective Classes (7-8)
 - Leadership with a focus in Math, Engineering and Science
 - Creative Writing with Art
 - Spanish
 - E.L.D (Exemplary Leaders of Diversity)



Extra Curricular Activities

- Art Club
- Engineering Club
- PlayCost Club
- Literature Club
- E.L.D. (Exemplary Leaders of Diversity)
- Soria Super Science Saturdays (S4)
- Student Competitions
 - African American Speech Contest
 - Cesar Chavez Art and Oratory Contest
 - Spelling Bee
 - County Science Fair



Extra Curricular Activities

- After School (ASES)
 - Music
 - Dance
 - Art
 - Science
 - Engineering
 - Technology



Aztec Showcase

- Specific discipline focus across the grade levels
- Culminating activities to showcase student work

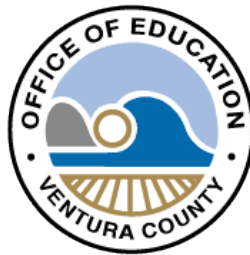
Grade	Discipline Focus	Community Event
Kinder	Music	Multi-Cultural Festival
First	Music	Music Performance
Second	Art	Art Walk with Poetry
Third	Art	“Starry Night”
Fourth	Technology	Book Fair
Fifth	Technology	iMovie Festival
Sixth	Dramatic Arts	Play
Seventh/Eighth	Arts	Dance Performance

Informing Parents and Community

- Facebook
- Twitter
- Aztec Updates (Weekly Phone Calls)
- Monthly Calendar
- School Webpage
- SSC, PTA & ELAC Meetings
- Parent Nights
- Fliers

Partnerships

- CSUCI
- VCOE
- ATDLE
- OMAG



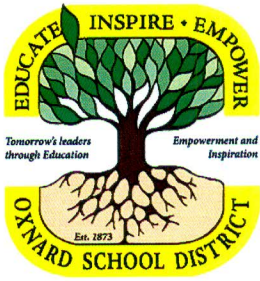
Looking ahead...

- New School Logo
- Student led technology workshops
- Career Day
- Te.A.L Brochure
- Choir
- Dance
- Band
- DLI (K-8)
- Surveys (teacher, parents, students)

Soria's Te.A.L Academy



"The School Where Everybody Cares"



OXNARD SCHOOL DISTRICT

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

www.oxnardsd.org



Norman R. Brekke School

1400 Martin Luther King Jr. Drive, Oxnard CA 93030

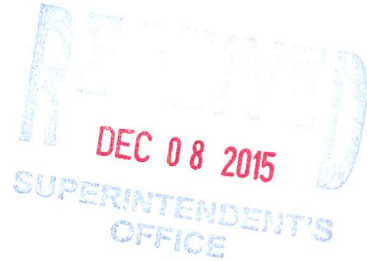
(805) 385-1521 Fax: (805) 485-4467

To: Dr. Cesar Morales
Superintendent

From: Dr. Jodi Nocero 
Principal, Brekke School

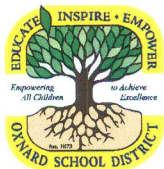
Date: December 7, 2015

Re: Donation



Mr. and Mrs. Rudy Duarte, address: 940 Juneberry Place, Oxnard, CA 93036, has very generously donated a small refrigerator to Brekke School. I respectfully request that the Board of Trustees be notified of this donation.

Thank you



Norman R. Brekke School

1400 Martin Luther King Jr. Drive

Oxnard, California 93030



Tel 805-385-1521

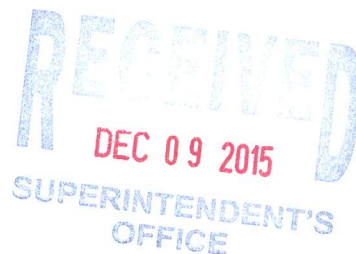
Fax 805-485-4467

To: Dr. Cesar Morales
Superintendent

From: Dr. Jodi Nocero *JN*
Principal, Brekke School

Date: December 8, 2015

Re: Donation



Mr. John Avalos, address is 1161 W. Hemlock Street, Oxnard, CA 93034, generously donated \$100.00 for our school A.R. program. I respectfully request that the Board of Trustees be notified of Mr. John Avalos monetary donation in support of the students at Brekke School.

Thank you

California Lutheran
UNIVERSITY

STUDENT TEACHING CONTRACT

This Agreement is made between California Lutheran University ("CLU") and Oxnard School District ("Facility").

RECITALS

A. CLU has established an approved program of special training entitled the Student Teacher Program, to provide initial teaching experience through supervised teaching to students enrolled in teacher training curricula (the "Program"); multiple and single subject and educational specialist initial credentials.

B. Program requires supervision and facilities where students can obtain the clinical learning experience required in the curriculum; and

C. Facility has the clinical setting, supervision, and equipment needed by Program trainees as part of their practical learning experience.

TERMS

In consideration of the mutual promises and conditions in this Agreement and for good and valuable consideration, CLU and Facility agree as follows:

1.0 Obligations of Facility.

1.1 Facility will provide suitable clinical learning experience and supervision consistent with the Program's curriculum and objectives in accordance with CLU's academic calendar. Clinical learning experience shall include supervised teaching in schools and classes of the Facility, not to exceed ten (10) semester units of supervised student teaching for up to 75 full time individual students during the academic year, and/or up to ten (10) CLU students possessing valid internship credentials and enrolled with CLU for supervised teaching in schools or classes of the Facility, and under the direct supervision and instruction of Facility's employees as agreed upon by duly authorized representatives of Facility and CLU. Professional development schools are exempt from the unit limitation.

1.2 Facility will designate appropriate personnel to coordinate the students' clinical learning experience in the Program. This will involve working with CLU faculty and staff to assign students to specific clinical cases and experiences, and include the students in selected conferences, clinics, courses, and programs conducted under the direction of Facility. "Supervised teaching" as used in the contract means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of tenured employees of Facility holding valid professional clear credentials, authorizing them to serve as classroom teachers in the school or classes in which the supervised teaching is provided. It is understood that in no case

shall students in learning situations replace regular staff. CLU students enrolled in the clinical experience shall receive a minimum of fifteen (15) weeks of supervision, in conformity with Title 5, California Administrative Code, Sections 6130 (f) (2) and 6160 (f) (2). The clinical experience shall commence on the date the student presents the assignment card and attendant CLU documents to the designated Facility employee.

1.3 Facility will permit, on reasonable request, the inspection of clinical and related facilities by agencies charged with responsibility for accreditation of CLU's program.

1.4 Facility shall provide to the teacher candidate appropriate access to student records, including CELDT scores, IEP goals and objectives, and other student demographic data as required by CalTPA.

1.5 Facility will assist the teacher candidate in obtaining parent permission to use student work and the videotaping of lessons for the express purpose of CalTPA requirements.

1.6 Facility will recommend to CLU the withdrawal of a Program student if: (1) the achievement, progress, adjustment, or health of the student does not warrant continuation at Facility, or (2) the behavior of the student fails to conform to the applicable regulations of Facility. Facility will assist CLU, if necessary, in implementing this recommendation.

1.7 Facility reserves the right, exercisable in its discretion after consultation with CLU, to exclude any student from its premises in the event that such person's conduct or state of health is deemed objectionable or detrimental, having in mind the proper administration of said Facility.

1.8 Facility shall provide all equipment and supplies needed for clinical instruction at Facility.

1.9 Facility shall arrange for emergency care in case of illness or accident to any participating student.

2.0 Obligations of CLU.

2.1 CLU will provide and maintain the records and reports necessary for conducting the students' clinical learning experience.

2.2 CLU will withdraw a student from the clinical program at Facility if, after consultation with Facility personnel, CLU determines such action to be warranted.

2.3 CLU will prohibit the publication by the students, faculty, and staff members of any material relative to their clinical learning experience that has not been approved for release for publication by both Facility and CLU.

2.4 CLU, through Office of the Dean of the Graduate School of Education or Coordinator of Candidate Placement, after consultation with Facility, shall plan and oversee the educational program for student clinical experiences.

2.5 CLU will ensure that all candidates have passed subject matter competency, have been fingerprinted and issued a Certificate of Clearance, and have passed all state and university requirements prior to being placed in the classroom.

2.6 CLU will provide Facility with an annual announcement or description of the program, curriculum and objectives to be achieved at Facility, and the academic calendar of CLU.

2.7 Instructors and students at CLU will abide by the rules and policies of Facility while using its facilities.

3.0 Term.

3.1 This agreement will commence on January ²¹~~20~~, 2016 and is valid for five years.

4.0 Application of Facility's Rules.

CLU students, during clinical training at Facility, will be under the jurisdiction of Facility officials for training purposes and will follow Facility rules to the extent that such rules directly relate to clinical training. CLU students will be expected to conduct themselves in a professional manner such that their attire and their appearance conform to the accepted standards of Facility.

5.0 Reservation of Rights: Placement.

CLU and Facility each reserve the right to withhold placement of Program students depending upon the availability of facilities and personnel to adequately provide a satisfactory field experience.

6.0 Insurance Hold Harmless.

6.1 CLU agrees to render a certificate of liability insurance to Facility indicating coverage of CLU and its agents, employees, and students for their acts, failure to act, or negligence arising out of or caused by the activity which is the subject of this Agreement.

6.2 Facility agrees that it will indemnify and hold harmless CLU, its servants, agents and employees, and any students acting as such, from any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from injury to person(s) or personal property or otherwise which arises out of the act, failure to act, or negligence of Facility, its servants, agents, or employees, in connection with or arising out of the activity which is the subject of this Agreement.

7.0 Laws, Rules, and Regulations; Non-Discrimination.

7.1 Facility and CLU agree that neither will discriminate against any individual on the basis of age, sex, race, creed, color, sexual orientation, religious belief, national origin, disability, status as a disabled veteran, or veteran of the Vietnam era, and that Facility agrees to comply with all nondiscriminatory laws and policies that CLU promulgates and to which CLU is subject.

7.2 Facility agrees that it will abide by all applicable executive orders, federal, state and local laws, rules and regulations in effect as of the date of this Agreement, and as they may change or be amended from time to time, including, but not limited to, compliance with the Americans with Disabilities Act.

8.0 Remuneration.

8.1 CLU shall pay Facility's supervising teachers for the performance of all services required to be performed under this contract at the rate indicated on the annual cooperating teacher agreement (see Appendix A).

8.2 Facility will not provide remuneration either in the form of pay or in kind to any employees of CLU for any services performed or activity required in connection with matters associated with this Agreement.

9.0 Use of Name; Advertising.

Neither party shall use the other's name or any corporate or business name which is reasonably likely to suggest that the two parties are related, without first obtaining the written consent of the-other-party.

10.0 Termination

Either party may terminate this agreement upon 30 day's written notice to the other party except that if CLU terminates this agreement based on lack of funding, the 30 days' notice shall not apply. The notice required under this clause shall be sent by registered mail.

11.0 Non-Assignment and Subcontracting.

Facility shall not assign, transfer, or contract for the furnishing of services to be performed under this Agreement without the written approval of CLU.

12.0 Entire Agreement; Modification.

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and may be modified only by a writing signed by both parties.

13.0 Governing Law.

This Agreement shall be governed by and construed under the laws of the State of California, which shall be the forum for any lawsuit arising from or incident to this Agreement.

14.0 Consideration.

Under the terms of this Agreement, neither party provides any compensation to the other party for services rendered under this agreement.

15.0 Severability.

In the event one or more clauses of this Agreement are declared illegal, void or unenforceable, that shall not affect the validity of the remaining portions of this Agreement.

16.0 Waiver.

The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, and no waiver by either party, whether written or oral, express or implied, of any rights under or arising from the Agreement shall be binding on any subsequent occasion; and no concession by either party shall be treated as an implied modification of the Agreement unless specifically agreed in writing.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement on this 20th day of January, 2016.

California Lutheran University:

Facility: Oxnard School District

By: _____
(Signature)

By: _____
(Signature)

Karen Davis
(Printed Name)

Lisa A. Franz
(Printed Name)

V.P. for Administration & Finance
(Title)

Director, Purchasing
(Title)

Appendix A

California Lutheran UNIVERSITY

Graduate School of Education
Department of
Learning and Teaching

60 W. Olsen Road #4100
Thousand Oaks, CA 91360

Cooperating Teacher Agreement

Cooperating Teacher Name _____ Semester _____
School _____ Grade _____
District _____ CLU-Trained?*

Yes No

**Attended CLU Cooperating Teacher Orientation training*

I agree to provide supervision of teacher candidates. I have reviewed the Cooperating Teacher Handbook on the CLU website at <http://www.callutheran.edu/education/faculty/learning-and-teaching/>

I understand that the Teacher Candidate needs to experience with many aspects of classroom organization, management, and curriculum, including (but not limited to) the following:

- Student assessment in reading, writing, math, and science or EIP/504 plan (multiple subject)
- Student assessment in reading and content area or EIP/504 plan (single subject)
- Instruction based on state content standards
- Opportunity to use technology in instruction
- Access to both English learning and special needs students to complete State and university requirements and assignments
- Access to focus students' cumulative files in order to complete credential requirements
- Lesson planning in all curricular areas including integration of subjects
- Grouping students for skill, heterogeneity, interest, level, or EIP/504
- Differentiating lesson plans and assessments to meet the needs of all students
- Manipulative and resource materials for reading, math, science, or special materials for adaptations and accommodations listed in IEP/504 plans
- Classroom library organization including leveled readers, age appropriate, culturally diverse literature in a variety of genres, and expository texts
- Resources of school: resource, reading lab, computer lab, etc.
- Grade level, faculty meetings, in-service, parent conferences, and IEP/504 meetings when appropriate
- Allow the video taping of lesson in order to complete State credential requirements (Permission forms will be obtained from parents if students are included in the video).

Cooperating Teacher Signature _____

Date _____

Appendix A

California Lutheran UNIVERSITY

Graduate School of Education
Department of
Learning and Teaching

805-493-3423
Fax 805-493-3924

Cooperating Teacher Information and Stipend Form

In order to provide better service to cooperating teachers, this form is required and **for internal use only**. For questions, please contact the Department of Learning and Teaching at (805)493-3423

Semester: Spring _____ Fall _____ Methods Full-time Student Teaching
(Year) (Year)

Student name _____

Supervisor _____

Cooperating Teacher _____ Soc. Sec # _____
(REQUIRED FOR STIPEND PAYMENT)

Home Address _____

City _____ ST _____ Zip _____

Previous Address _____

Home Phone _____ Work Phone _____

E-mail address _____

Education: BA or BS in _____ University _____ Date _____
MA or MS in _____ University _____ Date _____
Other _____

Have you ever attended Cal Lutheran?(circle one) Yes No Under what name? _____

Credential(s) Held: Elementary Secondary Ed. Spec.

Other Subjects: _____

Name of School _____

School Address _____

City _____ Zip _____

Principal _____ School Phone _____

Stipend: \$300 per year Primary Placement CC/Flory \$100 year Ancillary Placement CC/Flory
 \$200 (one Full-time Student) \$100 (one Methods Student)
 \$100 (Full-time share) \$200(two Methods Student)

Cooperating Teacher Signature _____ Date _____

Thank you for your participation



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/12/2015

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).

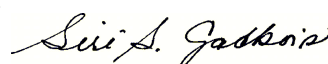
PRODUCER EIIA 1-312-648-0914 200 S. Wacker Ste. 1000 Chicago, IL 60606	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS: certificates@eiaa.org	FAX (A/C, No):
INSURED California Lutheran University 60 West Olsen Road Thousand Oaks, CA 91360-2787	INSURER(S) AFFORDING COVERAGE INSURER A: TRAVELERS PROP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

COVERAGES CERTIFICATE NUMBER: 45442134 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 \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			7437L057	09/01/15	09/01/16	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS OTH-ER 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)

CERTIFICATE HOLDER Oxnard 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 

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BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 1/20/16

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 #15-165 – Museum of Ventura County Agriculture Museum
(Freeman)**

The Museum of Ventura County Agriculture Museum will provide educational, enriching classroom and museum experiences for children that enhance their understanding of Ventura County's agriculture heritage and achieve grade level standards for science, math and nutrition. Teachers will be supported in their effort to provide hands-on learning experiences that improve students' math, science and nutrition skills.

FISCAL IMPACT:

No charge to the Oxnard School District.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #15-165 with Museum of Ventura County Agriculture Museum.

ADDITIONAL MATERIAL(S):

Attached: Agreement #15-165, Museum of Ventura County Agriculture Museum (3 Pages)

OSD Agreement #15-165

Partnership Letter

Between the *Museum of Ventura County Agriculture Museum* and the *Oxnard School District*

For Application to the *Monsanto Fund*.

This Partnership Letter continues the *collaborative partnership* between the *Museum of Ventura County Agriculture Museum* and the *Oxnard School District*. The *Museum of Ventura County Agriculture Museum* and the *Oxnard School District* are committed to providing educational, enriching classroom and museum experiences for children that enhance their understanding of Ventura County's agriculture heritage and achieve grade level standards for science, math, and nutrition. The *Museum of Ventura County Agriculture Museum* and *The Oxnard School District* will work together to continue to implement the *Youth Education for Agriculture (YEA!)* program in 2016.

Shared Commitment to an Educational Mission

The *Agriculture Museum* and the *Oxnard School District* have a shared commitment to furthering the educational goals of local children and youth. The *Museum of Ventura County* is an independent non-profit 501(c)(3) organization dedicated to celebrating, preserving, and interpreting the art, history, and culture of Ventura County. The *Agriculture Museum* is a satellite facility of the *Museum of Ventura County*, located in Santa Paula and dedicated to showcasing the past, present, and future of the agricultural industry in Ventura County. The museum shares the *Oxnard School District's* commitment to the district's mission: guaranteeing that each student is academically competitive and inspired to perseverant hope. Together, the Parties enter into this Partnership Agreement to mutually promote and provide the *Youth Education for Agriculture (YEA!)* program. Accordingly, the *Museum of Ventura County Agriculture Museum* and the *Oxnard School District*, operating under this Partnership Agreement agree as follows:

I. PURPOSE AND SCOPE

The *Museum of Ventura County Agriculture Museum* administration and the Agriculture Museum Director of Education will work closely with the *Oxnard School District* to implement the *Youth Education for Agriculture (YEA!)* program. The *Museum of Ventura County Agriculture Museum* and the *Oxnard School District* are forming a partnership to further their collective missions and achieve the following outcomes for children attending *Oxnard School District* schools in grades kindergarten through 5:

- Students will benefit from enhanced classroom learning and expand their knowledge of math, science, and nutrition standards.
- Teachers will be supported in their effort to provide hands-on learning experiences that improve students' math, science, and nutrition skills.
- The program will serve 1,500 students and their teachers annually.

II. RESPONSIBILITIES

Each party will appoint a person to serve as the official contact and coordinate the activities of each organization in carrying out the Agreement. The initial appointees of each organization are:

Pattie Mullins
Executive Director
Museum of Ventura County
(805) 653 – 0323 (Ext. 308)
pmullins@venturamusuem.org

Dr. Cesar Morales
Superintendent
Oxnard School District
(805) 385-1501 (Ext. 2032)
drcmorales@oxnardsd.org

The organizations agree to the following tasks for this Partnership Agreement:

- The *Museum of Ventura County Agriculture Museum* will provide the Agriculture Museum Education Coordinator who will continue to develop and implement the ***Youth Education for Agriculture (YEA!)*** program. This program will provide students and teachers with a standards-based curriculum that builds math, science, and nutrition skills for 1,500 elementary school children annually. The Agriculture Museum Education Coordinator will provide lessons in students' classrooms, as well as a hands-on educational *Agriculture Museum* tour that utilizes Ventura County's agricultural heritage to make science, math, and nutrition relevant and interesting. Classroom presentations and lessons will be provided in *Oxnard School District* classrooms in Oxnard, CA. The tours will be offered at the *Agriculture Museum*, which is located in Santa Paula, CA.
- The *Oxnard School District* will work collaboratively with the *Agriculture Museum* to implement the program. It will grant access to teachers and students in participating classrooms as appropriate to market the program and provide classroom services. The *Oxnard School District* will also assist in program outreach by disseminating program information via electronic and print avenues, as appropriate.

III. TERMS OF UNDERSTANDING

The term of this Partnership Agreement is for a period of one year from the effective date of this Agreement, which is expected to be July 1, 2016, and may be extended upon written mutual agreement. Either organization may terminate the partnership at any time without penalties or liabilities.

By signing this Partnership Agreement *the Museum of Ventura County Agriculture Museum* and *the Oxnard School District* agree that the proposed project is aligned with the strategic

goals of the school district, and that the school district is familiar with the staff and organization proposing the partnership.

Authorization:

The signing of this Partnership Agreement is not a formal undertaking. It implies that the signatories will strive to reach, to the best of their ability, the objective stated.

On behalf of the organization I represent, I wish to sign this Partnership Agreement.

Dr. Cesar Morales
Superintendent
Oxnard School District

*Signature _____

*Date _____

Pattie Mullins
Executive Director
Museum of Ventura County

Signature _____

Date _____

BOARD AGENDA ITEM

Name of Contributor(s): Robin Freeman

Date of Meeting: 1/20/16

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 #15-166 – MOUSE Squad (Freeman/Thomas)

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. The “Green Technology” program will be offered at Marina West, Driffill, Ritchen, Harrington, and Fremont

FISCAL IMPACT:

Not to Exceed \$5,000.00 – ASES Grant Funds

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #15-166 with MOUSE Squad.

ADDITIONAL MATERIAL(S):

Attached: Agreement/MOU #15-166, MOUSE Squad (2 Pages)

**AGREEMENT #15-166 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 Fremont Middle, Driffill K-8, Harrington Elementary, Marina West Elementary, and Ritchen 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 **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 MOUSE Squad agrees to provide:

1. Online curriculum with computer, software, and problem solving module “Green Technology”
2. Hands-on activities and service learning projects
3. 1 Full day (6 hours) in person training to review the Green Technology curriculum and lessons with staff
4. 1 Follow up day (up to 6 hours) in person training to provide support for staff
5. Online and Conference call support for additional program implementation
6. Name Badges and lanyards, posters and stickers. It does not include the toolkit or flash drives.
7. Provide Oxnard School District with Certificate of Insurance meeting district requirements and naming the Oxnard School District as “additional insured”
8. Invoice \$1,000.00 per school site implementing the “Green Technology” program (for a total amount of \$5,000.00)

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 training for “Green Technology”
- d. Identify 10- 20 students interested in learning about “Green Technology”
- e. Provide computers or laptops with Internet access
- f. Provide an instructor or faculty advisor interested in teaching about technology and workplace skills
- g. Provide an administrator supportive of students assisting teachers with their tech support

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 21, 2016 – June 30, 2016.

Jan Half, MOUSE Squad Program Director

Date

Vernon Brown, CEO Aspiranet

Date

Lisa A. Franz, Director, Purchasing
Oxnard School District
(Contingent upon Board Approval)

Date

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 1/20/16

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 #15-167, AE Group Mechanical Engineers Inc. (Cline/Cross)

AE Group Mechanical Engineers Inc. was previously approved to provide structural, electrical, mechanical, bidding, and construction professional services support for the installation of an additional 100 ton chiller at Ritche School. The previous agreement expired before the work was completed. This agreement covers bidding and construction support services for the period of January 21, 2016 through August 10, 2016.

FISCAL IMPACT:

Not to exceed \$3,140.00 *(including extra services and any reimbursable expenses)* – Deferred Maintenance

RECOMMENDATION:

It is the recommendation of the Assistant Director, Facilities, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #15-167 with AE Group Mechanical Engineers Inc.

ADDITIONAL MATERIALS:

Attached: Agreement #15-167, AE Group Mechanical Engineers Inc. (13 Pages)
Proposal (2 Pages)

OXNARD SCHOOL DISTRICT

Agreement #15-167

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 20th day of January, 2016 by and between the Oxnard School District (“District”) and AE Group Mechanical Engineers 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:

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **January 21, 2016 through August 10, 2016** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
3. **Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation, shall not exceed Three Thousand One Hundred Forty Dollars (\$3,140.00), including extra services and any reimbursable expenses, 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.** To the fullest extent permitted by law and in conformity with California Civil Code Section 2782.8, Consultant agrees to indemnify and hold the District, and any and all of its officials, elected board members, employees and authorized volunteers (the “Indemnified Parties”) entirely harmless from all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, employees, consultants, sub-consultants or agents, pursuant to this Agreement.

- b. Indemnification for Other than Professional Liability. To the full extent permitted by law, Consultant shall indemnify, protect 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), to the extent caused by the negligence or willful misconduct of the 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: Lisa Cline
 Phone: (805) 385.1501 x2401
 Fax: (805) 487.2118

To Consultant: AE Group Mechanical Engineers Inc.
 838 East Front Street
 Ventura, CA 93001-2925
 Attention: Phil White
 Phone: (805) 653.1722
 Fax: (805) 653.7260

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.** LISA CLINE 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:

AE GROUP MECHANICAL ENGINEERS 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 #15-167

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #15-167

SERVICES

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

PER ATTACHED PROPOSAL DATED 11/16/15

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

PER ATTACHED PROPOSAL DATED 11/16/15

III. During performance of the Services, Consultant will keep the District apprised 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 #15-167

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #15-167

COMPENSATION

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

Total Compensation Not to Exceed \$3,140.00 including extra services and any reimbursable expenses.

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 \$3,140.00 including extra services and any reimbursable expenses as provided in Section 4 of this Agreement.

- Not Project Related
- Project #15-167

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #15-167

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

~~_____ Accountants, Attorneys, Education Consultants, _____ \$1,000,000
 _____ Nurses, Therapists~~

~~_____ Architects _____ \$1,000,000 or \$2,000,000~~

~~_____ Physicians and Medical Corporations _____ \$5,000,000~~

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

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

Not Project Related

Project #15-167

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

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

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

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

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

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

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

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

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

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

- Not Project Related
- Project #15-167

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #15-167

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, **AE GROUP MECHANICAL ENGINEERS INC.**, who will provide Services under the Agreement, [___] is [X] is not subject to disclosure obligations.

Date: _____

By: _____

Lisa A. Franz
Director, Purchasing

AE Group Mechanical Engineers, Inc.

**838 East Front Street
Ventura, California 93001-2925
(805) 653-1722 fax (805) 653-7260
Email: phil@aegroupme.com**

November 16, 2015

Larry Cross
Oxnard School District
1055 South C Street
Oxnard, CA 93030

transmitted by email

SUBJECT: PROPOSAL FOR ENGINEERING SERVICES – RITCHEN CHILLER

Dear Larry,

This letter is a formal proposal and fee schedule for the additional engineering services related to the chiller project at Ritcheen.

We will provide the following:

1. Assistance with Bidding and Construction Administration. Included are engineering services to assist with the completion of construction for the chiller project, including attendance at bidding job walk, review of submittals from contractors, conduct of job meetings, responses to requests for information, observation of construction, and preparation of punch lists and DSA closeout. It is understood that the District will engage a DSA inspector.

Exclusions. Any services not specifically outlined above. Additional services can be provided; however, scope and fee would need to be negotiated.

Fee: Item 1 - fixed fee of \$3,140.

Fee for Extra Services. Any extra services will be performed on an hourly rate basis at the following rates: registered engineer - \$175 /hr, engineering assistant \$115/hr. Approved reimbursable expenses - actual cost plus 10%. These rates for extra services are those in place for 2015 and are subject to change in future years.

Terms and Conditions. These services will be performed under a contract between AE Group Mechanical Engineers, Inc (Engineer) and the Oxnard School District (Client), with the understanding that the following terms and conditions apply:

Payment Schedule. We will invoice you periodically for services rendered. Payments to Engineer are due within 15 days of receipt by your office of invoices.

November 16, 2015

Larry Cross – Ritchen Chiller

Page 2

Indemnification: The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Engineer, and his employees, agents, and subconsultants from and against any and all claims, damages, liability or cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with this project or the performance, by any of the parties above named, of the services under this Agreement, excepting only those damages, liabilities or costs to the extent actually caused by the sole negligence of the Engineer or his employees, agents, and subconsultants.

Mediation: In an effort to resolve any claims or conflicts that arise during the design or construction of the Project or following the completion of the project, the Client and Engineer agree that all disputes between them arising out of or relating to the Agreement shall first be submitted to nonbinding mediation unless the parties mutually agree otherwise.

We look forward to working with you on this project.

If you have any questions, please call.



AE Group Mechanical Engineers, Inc

approved: Oxnard School District

AEGME/mos

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 1/20/16

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 #15-168, Cumming Construction Management Inc. (Cline/Cross)

Cumming Construction Management Inc. was previously approved to provide Proposition 39 Energy Conservation and Energy Efficiency Services. The previous agreement expired before the work was completed. This agreement will cover the preparation of the required Energy level two (2) 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 additional term of agreement will run from January 21, 2016 through January 20, 2018. The fiscal impact represents the balance of funds left from the original agreement amount of \$201,133.00.

FISCAL IMPACT:

Not to exceed \$101,611.55 – Prop 39 Funds

RECOMMENDATION:

It is the recommendation of the Assistant Director, Facilities, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #15-168 with Cumming Construction Management Inc.

ADDITIONAL MATERIALS:

Attached: Agreement #15-168, Cumming Construction Management Inc. (13 Pages)
Proposal (3 Pages)

OXNARD SCHOOL DISTRICT

Agreement #15-168

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 20th day of January, 2016 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 21, 2016 through January 20, 2018** (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 One Thousand Six Hundred Eleven Dollars and 55/100 Cents (\$101,611.55), 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: Lisa Cline
Phone: (805) 385.1514 x2401
Fax: (805) 487.2118

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.** LISA CLINE 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 #15-168

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #15-168

SERVICES

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

PER ATTACHED PROPOSAL DATED 1/8/16

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

PER ATTACHED PROPOSAL DATED 1/28/16

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 #15-168

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #15-168

COMPENSATION

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

Total Compensation Not to Exceed \$101,611.55

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 \$101,611.55 as provided in Section 4 of this Agreement.

- Not Project Related
- Project #15-168

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #15-168

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

~~_____ Accountants, Attorneys, Education Consultants, _____ \$1,000,000
 _____ Nurses, Therapists~~

~~_____ Architects _____ \$1,000,000 or \$2,000,000~~

~~_____ Physicians and Medical Corporations _____ \$5,000,000~~

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

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

Not Project Related

Project #15-168

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

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

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

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

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

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

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

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

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

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

- Not Project Related
- Project #15-168

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #15-168

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

January 8, 2016

Oxnard School District
1055 South C Street
Oxnard, CA 93030
ATTN: Lisa Cline and Larry Cross

RE: Additional Level 2 Audit Services for Proposition 39 Energy Program

Cumming is pleased to provide updated Cost Proposal for Proposition 39 energy services to Oxnard School District (“District”) for additional Level 2 audits based on the scope of services and tasks requested by the District. This scope of work covers remaining 2 years of the Prop 39 program: **Period of contract January 21, 2016 to January 20, 2018.**

SCOPE OF PROPOSED SERVICES

Level 2 Audit Services - The scope of work includes additional Level 2 audits for sites with HVAC upgrades (i.e. package unit replacements, chiller or economizer retrofits, etc.) required by the District. All energy data required for other projects selected by the District for lighting and other energy efficiency measures were completed with the performance of Level 1 audits earlier this year.

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 Level 2 Audit report development for submission to the CEC

Cumming audit rates for Level 2 audits (\$0.14 per SF) will be prorated to include previously completed Level 1 audits (\$0.05 per SF)

Proposed Sites	Audit Type	SF	Prorated Audit Rate	Cost
Elementary Schools				
Brekke Elementary	<i>Level 1 Completed</i>	56,877		
Chavez Elementary	<i>Level 1 Completed</i>	54,143		
Curren Elementary	Level 2	42,785	\$0.09	\$3,851
Driffill Elementary	Level 2	56,170	\$0.09	\$5,055
Elm Elementary	<i>Level 1 Completed</i>	40,346		
District Office (ESC)	<i>Level 1 Completed</i>	40,710		
Harrington Elementary	<i>Level 1 Completed</i>	39,238		
Kamala Elementary	Level 2	46,936	\$0.09	\$4,224

Proposed Sites	Audit Type	SF	Prorated Audit Rate	Cost
Lemonwood Elementary	<i>Level 1 Completed</i>	40,066		
Marina West Elementary	<i>Level 1 Completed</i>	48,287		
Marshall Elementary	Level 2	50,000	\$0.09	\$4,500
Ramona Elementary	<i>Level 1 Completed</i>	43,133		
Ritchen Elementary	Level 2	59,977	\$0.09	\$5,398
Rose Avenue Elementary	Level 2	57,752	\$0.09	\$5,198
McAuliffe Elementary	<i>Level 1 Completed</i>	54,596		
McKinna Elementary	Level 2	44,685	\$0.09	\$4,022
Sierra Linda Elementary	<i>Level 1 Completed</i>	44,197		
Soria Elementary	<i>Level 1 Completed</i>	50,000		
Frank Intermediate	Level 2	90,806	\$0.09	\$8,173
Fremont Intermediate	Level 2	90,840	\$0.09	\$8,176
Haydock Intermediate	<i>Level 1 Completed</i>	62,353		
San Miguel Preschool	Level 2	9,792	\$0.09	\$881
District Offices	<i>Level 1 Completed</i>	20,565		
Warehouse Transportation	<i>Level 1 Completed</i>	21,130		
Total		1,512,270		\$49,477

Table 2 – Proposed Energy Audit Costs

Annual Prop 39 Energy Expenditure Plan Development (2 Years)

Cumming will continue its energy planning services to 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
- Identification of additional energy funding
- Energy efficiency cost estimating
- Annual Completion of CEC online funding application
- All tasks required for annual CEC approval of the District’s Energy Expenditure Plans

COST SUMMARY

Cumming provides the following summary that reflects additional Level 2 Audit costs of \$49,477. The period of contract performance is December 2, 2015 to December 2, 2017.

SERVICE	ORIGINAL CONTRACT	AMOUNT BILLED <i>(Thru Oct 2015)</i>	REMAINING BALANCE	PROPOSED REVISIONS*	NET CONTRACT CHANGE
Planning Services, Rebates and Submission Prop 39 Energy Expenditure Plan	\$125,519	\$34,838	\$90,681	\$59,114	\$0
Energy Audits and Data Analysis	\$75,614	\$57,704	\$17,910	\$49,477	\$0
Total Fee	\$201,133	\$92,542	\$108,591	\$108,591	\$0

*Cumming will reduce its Planning Services Fee by **-\$31,567** to absorb the additional **\$49,477** for Level 2 audit services at NO increased costs to the overall contract amount remaining.

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): Robin Freeman

Date of Meeting: 1/20/16

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 #15-169 – NCS Pearson Inc. (Freeman/Arellano)

NCS Pearson will provide professional development training for “Words Their Way: Word Study in Action”, a developmental spelling program which has students work with level-appropriate word sorts in order to improve their understanding of the written language. This program will be utilized during the EL Saturday School program.

FISCAL IMPACT:

Not to exceed \$2,200.00 – Unrestricted EL Concentration Funds

RECOMMENDATION:

It is the recommendation of the Executive Director, English Learner Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #15-169 with NCS Pearson Inc., in the amount not to exceed \$2,200.00.

ADDITIONAL MATERIAL(S):

Attached: Agreement #15-169, NCS Pearson (1 Page)
Proposal (6 Pages)

AGREEMENT

THIS AGREEMENT (“Agreement”) is by and between NCS Pearson, Inc., a Minnesota corporation, having offices located at 3075 W Ray Road, Suite 200, Chandler, AZ 85226 (“Pearson”), and the school, school district or other entity executing this Agreement below (“Customer”).

WHEREAS, Pearson desires to provide to Customer, and Customer desires to obtain from Pearson, certain Pearson products and/or services;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Pearson shall make available the Pearson products and/or services set forth on the attached proposal. All products and services are provided to Customer pursuant to Pearson’s standard terms and conditions as set forth in the proposal.
2. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but which all together shall be deemed to constitute one and the same instrument. Transmission and receipt of this Agreement via facsimile or other electronic means shall be treated as original signatures for all purposes hereof and shall have the same legal effect as receipt of the original executed document by mail or any other acceptable means of delivery.

IN WITNESS WHEREOF, Pearson and Customer have caused this Agreement to be executed by their duly authorized representatives as of the date of the last signature below.

CUSTOMER:

NCS PEARSON, INC.

Customer Name: Oxnard School District

Signature: _____

Signature: _____

Name: Lisa A. Franz

Name: Matt Stricker

Title: Director, Purchasing

Title: Vice President - Finance

Title: [REDACTED]

Date: _____

Date: _____

Customer Address:

Taxpayer ID: 41-0850527

Address: 1051 S A St.

Oxnard, CA 93030

o

Oxnard School District
January 4, 2016

Words Their Way®: Word Study in Action
Developmental Model
Professional Development



Pearson

Patti Fair
Account General Manager
Patti.Fair@pearson.com

Executive Summary

Pearson provides research-based print and digital programs to help students of all ages learn at their own pace, in their own way. Pearson professional implementation and service plans help educators verify the fidelity of those programs across classrooms, schools, districts, and states. Developed for quality, efficacy, and usability, Pearson's curricula programs and professional development services are based on critical foundational research and proven classroom results.

A research review published by the U.S. Department of Education^{*} synthesized the major findings of several professional development initiatives. The study was grounded in the premise that before changes in student achievement occur there are first changes in teacher knowledge, then teacher practice, and then finally student achievement changes. The study reported that when teachers received an average of 49 hours of professional development, student achievement scores increased by 21 percentile points.

Delivered by Certified Consultants

Our professional development programs are delivered by experienced, certified educational consultants who are former educators and administrators with proven experience in K–12 education and continuing education for adults. In each training session, they will help your educators understand research-based strategies and how to apply them in the context of goals and initiatives.

Flexible Delivery Options

- Onsite
- Online
- Blended
- Job-Embedded Services—verifies that best teaching practices are integrated into classroom practice
 - Coaching and Modeling
 - Small Group Lesson Study
 - Consultative Services

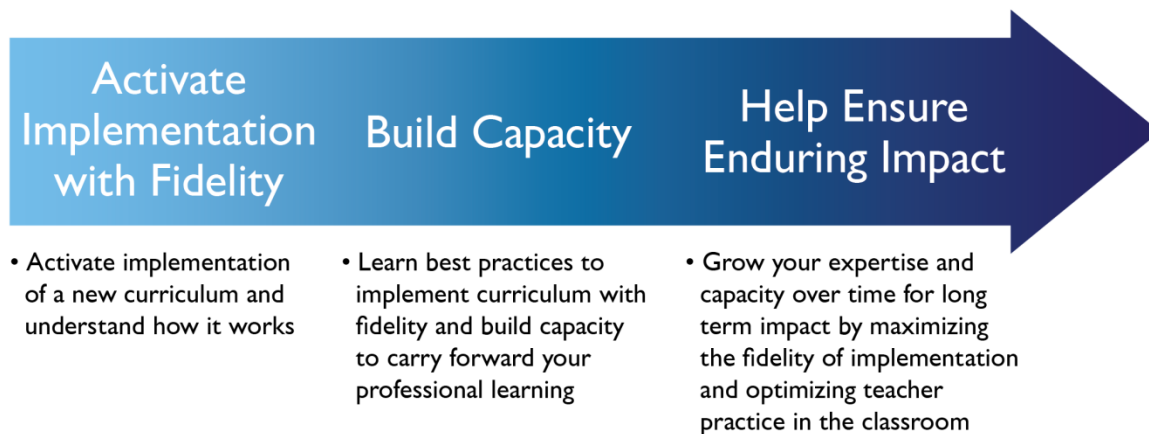
^{*} Yoon, K. S., Duncan, T., Lee, S. W.-Y., Scarloss, B., & Shapley, K. (2007). Reviewing the evidence on how teacher professional development affects student achievement (Issues & Answers Report, REL 2007–No. 033). Washington, DC: U.S. Department of Education, Institute of Education Sciences, National Center for Education Evaluation and Regional Assistance, Regional Educational Laboratory Southwest. Retrieved from <http://ies.ed.gov/ncee/edlabs>

Our Experts

Pearson works with more than 1,000 authors and researchers to bring you practical, evidence-based professional development programs and resources. Our close association with key authors and architects of the Common Core State Standards verifies that the spirit and pedagogical approach of the initiative is embodied in our educational materials, assessments, and professional development.

Power Your Professional Learning Path with Pearson's Outcomes-Focused Suite of Professional Services

From content knowledge to pedagogical best practices, the development of college- and career-ready learners requires a paradigm shift for teachers. Pearson's suite of recommended professional development helps districts shift teaching and learning to align to new, more rigorous instructional practices, assessments, and expected outcomes.



Collaborating on a Road Map

Pearson will work with you to determine the most effective road map to meet specific training and professional needs. Initial planning will include the following:

- Identifying goals and objectives for improving instruction and learning
- Identifying the current instructional practices, which will serve as a building block for attaining goals
- Designing an appropriate training and professional development plan and delivery format

Educators participating in professional development and training from Pearson will be able to deliver research-based, content-rich, effective lessons that are based on best practices. Our experience, deep and broad-reaching support services, and highly-qualified education consultants provide best practices for an effective, efficient implementation process.

The goals of professional development are:

- Successful implementation of the program
- Fidelity of implementation in order to obtain the proven research-based results
- Improved teaching practice
- Professional growth resulting in long-term benefits

In our collaborative discussion with the district, we will create an implementation and service plan that will include training and professional development for the following groups:

Administrators. Focus on an awareness and understanding of implementation information from an administrative perspective. Participants will explore information and suggestions that will assist them in supporting teachers as they begin to implement the program in the classroom.

Coaches. Offer in depth product, content, and technology training to key representatives from each building which will support teachers with training information and tools to build capacity internally for maintaining the effective, sustained implementation of the program in the classroom.

Teachers. Introduce teachers to the components, instructional design, and resources of the program as well as research-proven instructional strategies to improve student achievement.

Summary

By participating in Pearson professional development workshops and training, your educators will be able to deliver content-rich, effective lessons that are based on best practices. Students, in turn, will better understand the concepts taught with and will demonstrate greater comprehension.

Your Pearson team will work with you to strengthen your students' mathematics skills and achieve your mathematics goals. See page 5 for recommended workshops for your district.

Words Their Way®: Word Study in Action: Implementation Essentials

Learn the research behind Words Their Way® and why students' ability to learn, comprehend, and use vocabulary is greatly enhanced by the instructional strategies in the components. Teachers are actively engaged, using the instructional language and interacting with peers in academic conversations. They practice and use word sorts, instructional strategies, and lessons to become familiar with the program's content.

Participants plan and use a variety of word sorts to be implemented into their phonics, spelling, and vocabulary instruction. They leave the session with an assortment of activities, ideas, and instructional practices to incorporate into their daily reading program.

OUTCOMES:

By the end of the workshop, participants will be able to:

- Describe the key aspects of word study.
- Examine student spelling as a beginning point for instruction.
- Recognize and demonstrate word sorting as an instructional and learning tool.
- Summarize the program materials, components, and other resources, as well as how they are used in the classroom.
- Connect students' reading needs with word study instruction.
- Create an assortment of activities, ideas, and instructional practices to incorporate into a daily reading program.

TARGET AUDIENCE: Educators, Reading Specialists, EL Educators, Literacy Coaches, Instructional Assistants, Administrators

DURATION: Half-day (3 hrs)

ORDERING INFORMATION

Send Purchase Orders:

1) Mail:

Pearson
 PO Box 6820
 Chandler, AZ 85246

3) Fax: 877-260-2530

Payment Remittance Address

NCS Pearson, Inc.
 13036 Collection Center Drive
 Chicago, IL 60693

2) Email:

K12customerservice@pearson.com

Professional Development Summary Sheet	
District	Oxnard School District
Address	1051 South A Street, Oxnard, CA 93030
Contact	Cynthia Garcia-Doane
Phone	805-368-7305
Email	cgarcia-doane@oxnardsd.org

OPTION 1					
ISBN	Topic	Format	Units	Price	Total
115361	Words Their Way®: Word Study in Action: Developmental Model Implementation Essentials	In Person	1	\$2,200	\$2,200
TOTAL					\$2,200
<i>The maximum number of participants per session is thirty (30) unless otherwise noted excluding Coaching sessions.</i>					

Patti Fair	
M: 310/490-9510	
E: patti.fair@pearson.com	
January 4, 2016	

Session Details: Half-day professional development session to be delivered January 30, 2016.

BOARD AGENDA ITEM

Name of Contributor(s): Robin Freeman

Date of Meeting: 1/20/16

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 #15-170 – Delta Education (Freeman/Arellano)

Delta Education will provide professional development training for the implementation of high quality science lessons and experiments based on grade-level, next generation science standards. This training will be utilized during the EL Saturday School program.

FISCAL IMPACT:

Not to exceed \$1,200.00 – Unrestricted EL Concentration Funds

RECOMMENDATION:

It is the recommendation of the Executive Director, English Learner Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #15-170 with Delta Education, in the amount not to exceed \$1,200.00.

ADDITIONAL MATERIAL(S):

Attached: Agreement #15-170, Delta Education (13 Pages)
Proposal (1 Page)

OXNARD SCHOOL DISTRICT

Agreement #15-170

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 20th day of January, 2016 by and between the Oxnard School District (“District”) and School Specialty Inc. dba/Delta Education (“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 21, 2016 through April 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 Thousand Two Hundred Dollars (\$1,200.00), 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.** To the fullest extent permitted by law and in conformity with California Civil Code Section 2782.8, Consultant agrees to indemnify and hold the District, and any and all of its officials, elected board members, employees and authorized volunteers (the “Indemnified Parties”) entirely harmless from all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, employees, consultants, sub-consultants or agents, pursuant to this Agreement.

- b. Indemnification for Other than Professional Liability. To the full extent permitted by law, Consultant shall indemnify, protect 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), to the extent caused by the negligence or willful misconduct of the 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: Dr. Jairo Arellano
 Phone: (805) 385.1501 x2351
 Fax: (805) 486.7358

To Consultant: School Specialty Inc. dba/Delta Education
 80 Northwest Blvd.
 Nashua, NH 03061-3000
 Attention: Stephanie Solofra
 Phone: (800) 338.5270
 Fax: (800) 282.9560

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

24. **Excusable Delays.** Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of District, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.
25. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.
26. **Administration.** DR. JAIRO ARELLANO 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:

SCHOOL SPECIALTY INC. dba/DELTA EDUCATION:

Signature

Signature

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

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #15-170

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #15-170

SERVICES

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

PER ATTACHED PROPOSAL DATED 1/6/16

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

PER ATTACHED PROPOSAL DATED 1/6/16

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 #15-170

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #15-170

COMPENSATION

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

Total Compensation Not to Exceed \$1,200.00

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 \$1,200.00 including extra services and any reimbursable expenses as provided in Section 4 of this Agreement.

- Not Project Related
- Project #15-170

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #15-170

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

~~_____ Accountants, Attorneys, Education Consultants, _____ \$1,000,000
 _____ Nurses, Therapists~~

~~_____ Architects _____ \$1,000,000 or \$2,000,000~~

~~_____ Physicians and Medical Corporations _____ \$5,000,000~~

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

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

Not Project Related

Project #15-170

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

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

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

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

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

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

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

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

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

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

- Not Project Related
- Project #15-170

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #15-170

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, **SCHOOL SPECIALTY INC. dba/DELTA EDUCATION**, who will provide Services under the Agreement, [___] is [X] is not subject to disclosure obligations.

Date: _____

By: _____

Lisa A. Franz
Director, Purchasing

PLEASE NOTE: YOU MUST INCLUDE A COPY OF THIS PROPOSAL WITH YOUR PURCHASE ORDER



80 Northwest Blvd, Nashua, NH 03063
 PO Box 3000, Nashua, NH 03061-3000
 Phone: 800-338-5270 Fax: 800-282-9560

Regional Sales Manager - Maggie Ostler
 949-275-2602
 Inside Sales Representative - Stephanie Solofra
 217-865-2147

Prepared On: January 6, 2016

Valid Through: February 5, 2016

DELTA EDUCATION PRICE QUOTE

Prepared for:

Cynthia Garcia-Doane Oxnard Elementary School District 805-487-3918 ext. 2352
 1051 S. "A" St. cgarcia-doane@oxnardsd.org
 Oxnard, CA 93030

Complete Kits	\$	-		
Teacher Materials	\$	-		
Refill Kits	\$	-		
Reading Components	\$	-		
Living Materials	\$	-		
Conversion / Upgrade Kits	\$	-		
Misc / Measurement Toolkits / Catalog Items	\$	1,200.00		
Online	\$	-		
			Subtotal	\$ 1,200.00
			Shipping & Handling	\$ -
			Living Material Shipping	\$ -
			Est. Sales Tax	\$ -
			Total*	\$1,200.00
Customer Savings:				
Reduced Rate on Professional Development		=	\$600.00	
			Total Savings	\$600.00

Part number	Item	Type	Unit Price	Qty	Extended Price	Comments
	Professional Development					
PROFDEV-A	PROFESSIONAL DEVELOPMENT-NO TRAINING MAT	Misc	\$ 1,800.00	1	\$ 1,200.00	
	<i>One day of training, offered at a reduced rate based upon purchase FOSS kits for Saturday School.</i>					

Note: Please add sales tax if applicable.

Easy Ordering ~ Send PO and Proposal to:

Fax: 800-282-9560

Email: customerservice.delta@schoolspecialty.com

* Please add sales tax where applicable. Exempt residents please provide Tax Exemption Certificate.

BOARD AGENDA ITEM

Name of Contributor(s): Robin Freeman

Date of Meeting: 1/20/16

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 #15-171 – Davis Publications Inc. (Freeman/Arellano)

Davis Publications Inc. will provide professional development training for “Discussions 4 Learning”. This program provides rich and authentic context for students to develop vocabulary and language skills via oral discussions. This training will be utilized during the EL Saturday School program.

FISCAL IMPACT:

Not to exceed \$1,500.00 – Unrestricted EL Concentration Funds

RECOMMENDATION:

It is the recommendation of the Executive Director, English Learner Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #15-171 with Davis Publications Inc., in the amount not to exceed \$1,500.00.

ADDITIONAL MATERIAL(S):

Attached: Agreement #15-171, Davis Publications Inc. (13 Pages)
Proposal (1 Page)

OXNARD SCHOOL DISTRICT

Agreement #15-171

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 20th day of January, 2016 by and between the Oxnard School District (“District”) and Davis Publications 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:

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **January 30, 2016 through April 30, 2016** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
3. **Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation shall not exceed One Thousand Five Hundred Dollars (\$1,500.00), 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.** To the fullest extent permitted by law and in conformity with California Civil Code Section 2782.8, Consultant agrees to indemnify and hold the District, and any and all of its officials, elected board members, employees and authorized volunteers (the “Indemnified Parties”) entirely harmless from all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, employees, consultants, sub-consultants or agents, pursuant to this Agreement.

- b. Indemnification for Other than Professional Liability. To the full extent permitted by law, Consultant shall indemnify, protect 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), to the extent caused by the negligence or willful misconduct of the 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: Dr. Jairo Arellano
 Phone: (805) 385.1501 x2351
 Fax: (805) 486.7358

To Consultant: Davis Publications Inc.
 50 Portland Street
 Worcester, MA 01608
 Attention: Kurt Graf
 Phone: (508) 754.7201
 Fax: (508) 753.3834

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

24. **Excusable Delays.** Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of District, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.
25. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.
26. **Administration.** DR. JAIRO ARELLANO 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:

DAVIS PUBLICATIONS 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 #15-171

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #15-171

SERVICES

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

PER ATTACHED PROPOSAL DATED 1/6/16

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

PER ATTACHED PROPOSAL DATED 1/6/16

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 #15-171

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #15-171

COMPENSATION

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

Total Compensation Not to Exceed \$1,500.00

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 \$1,500.00 including extra services and any reimbursable expenses as provided in Section 4 of this Agreement.

- Not Project Related
- Project #15-171

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #15-171

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

~~_____ Accountants, Attorneys, Education Consultants, _____ \$1,000,000
 _____ Nurses, Therapists~~

~~_____ Architects _____ \$1,000,000 or \$2,000,000~~

~~_____ Physicians and Medical Corporations _____ \$5,000,000~~

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

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

Not Project Related

Project #15-171

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

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

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

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

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

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

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

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

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

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

- Not Project Related
- Project #15-171

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #15-171

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, **DAVIS PUBLICATIONS INC.**, who will provide Services under the Agreement, [___] is [X] is not subject to disclosure obligations.

Date: _____

By: _____

Lisa A. Franz
Director, Purchasing

BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 1/20/16

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 #15-172 – Oxnard School District Education Foundation (Freeman/Villavicencio)

The agreement formalizes the implementation of a program for music instruction in K-8th Grade at Lemonwood Elementary School during 2015-2016 by the Oxnard School District Education Foundation (OSDEF). Services include 17 weeks of music lessons on Fridays in the classrooms.

Term of the agreement: **January 21, 2016 to June 10, 2016**

FISCAL IMPACT:

\$7,590.00 – Site Allocated General Fund – LCFF

RECOMMENDATION:

It is the recommendation of the Principal, Lemonwood School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #15-172 with the Oxnard School District Education Foundation.

ADDITIONAL MATERIAL(S):

Attached: Agreement #15-172, Oxnard School District Education Foundation (2 Pages)
 Certificate of Insurance (2 Pages)

MEMORANDUM OF UNDERSTANDING

Oxnard School District
and
Oxnard School District Education Foundation
Agreement #15-172

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

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

District and OSDEF will work together to implement a program for music instruction in Grades TK –8th grade at Lemonwood K-8 School during the 2015-2016 school year. OSDEF, through their sub-committee Oxnard Music Advocacy Group (OMAG) will provide the services.

Services under this agreement include:

- a) Eleven weeks of continued music lessons taught by the OMAG Music Team in grades K-5th grades March 11 through June 10, 2016; Grades K-2 will be engaged in music fundamentals; Grades 3rd through 5th will initiate instrumental music on recorders;
- b) Grades 6th-8th will be invited to join the after school choral program that will introduce rudimentary music fundamentals while preparing for a year end musical performance;
- c) Lessons will be provided on Fridays, 8:00 AM – 3:30 PM,
- d) Lessons would take place in classrooms in order to accommodate each grade level.

Sessions would focus on the basic musical attributes of dynamics, tempo, rhythm, pitch, melody, harmony, improvisation, reading musical notation. The goal is to prepare students to join the afterschool choral and instrumental program being planned for the Fall 2016.

Lemonwood K-8 School is funding this activity through site funding up to the amount of \$7,590.00

TERM: The term of this MOU shall commence January 21, 2016 through June 10, 2016.

A. District agrees to:

1. Fund salaries and material fees for the period of this agreement in an amount not to exceed \$7,590.00:

- 11 weeks X 6 hours/week X 3 teachers X \$30/hour = \$5,940.00
- 16 weekly lessons of vocals, one (1) hour/week\$30/ hour, = \$ 510.00
 - (Total combined for personnel= \$6,840)
- Optional, for final performances 2 extra days w/ Music Team = \$1,140.00

Total \$7,590.00

2. Provide the facilities for the music lessons.
3. Provide access to the students according to the schedule agreed upon.
4. Support and assistance during lessons, including, but not limited to student conduct.
5. Classroom teacher will be present during the course of each music lesson taught by the consultants.

6. Permit access to the school facility for OSDEF/OMAG members for the purpose of program oversight.
7. Provide a space to store musical instruments & theatrical props on school site.

B. OSDEF agrees to:

1. Purchase General Liability, Improper Sexual Contact, and Workman’s Compensation insurance at the required coverage levels, and provide OSD with a Certificate of Insurance, naming the Oxnard School District as “Additional Insured”. OSDEF will maintain coverage throughout the term of this MOU.
2. Invoice District on a monthly basis for contracted services, for the period of this agreement in an amount not to exceed \$7,590.00
3. Be responsible for ensuring that consultants sent to the school sites have proper clearance to work with children as well as a cleared TB test.
4. Provide oversight and assessment of consultants.
5. Consultants will provide a curriculum of instruction.

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

AUTHORIZED APPROVAL:

**OXNARD SCHOOL DISTRICT
EDUCATION FOUNDATION:**

OXNARD SCHOOL DISTRICT:

Signature

Signature

Susan (Sue) Odgers, President

Type Name/Title

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Date

Date



A Head for Insurance. A Heart for Nonprofits.

NONPROFITS INSURANCE ALLIANCE OF CALIFORNIA (NIAC)

www.insurancefornonprofits.org

IMPROPER SEXUAL CONDUCT LIABILITY COVERAGE PART DECLARATIONS

PRODUCER:

Laubacher Insurance Agency
P.O. Box 31
Oxnard, CA 93032

POLICY NUMBER: 2015-38376- NPO

RENEWAL OF NUMBER: 2014-38376-NPO

NAME OF INSURED AND MAILING ADDRESS:

Oxnard Elementary School District Educational Foundation
P.O. Box 623
Oxnard, CA 93032

POLICY PERIOD: FROM 1/1/2015 TO 1/1/2016
AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

BUSINESS DESCRIPTION: Fundraising for Oxnard School District programs

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE COVERAGE AS STATED IN THIS POLICY.

LIMITS OF COVERAGE:

PREMIUM

Table with 3 columns: Limit Description, Amount, Premium. Includes rows for General Aggregate Limit (\$2,000,000) and Each Claim Limit (\$1,000,000).

NOTE: The limit of liability available to pay judgements or settlements shall be reduced by amounts incurred for Defense Costs.

TOTAL PREMIUM: \$735

FORMS AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART AND MADE PART OF THIS POLICY AT THE TIME OF ISSUANCE: NIAC-E57 02 12, NIAC-IS CET 06 09.

COUNTERSIGNED:

BY [Signature] (AUTHORIZED REPRESENTATIVE)

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 1/20/16

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

ENROLLMENT REPORT (Cline)

District enrollment as of November 30, 2015 was 16,918. This is 40 less than the same time last year.

FISCAL IMPACT

None.

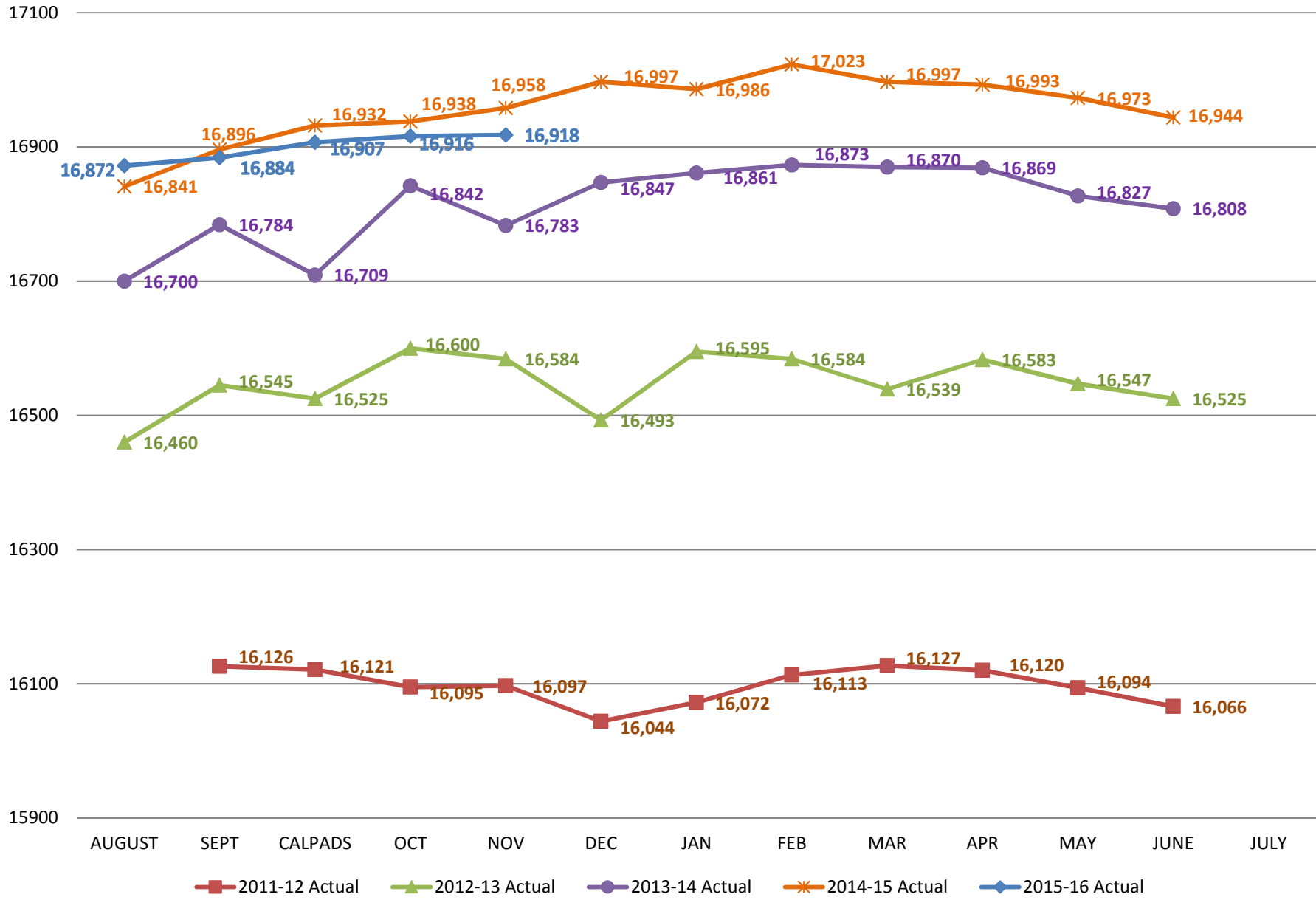
RECOMMENDATION

Information only.

ADDITIONAL MATERIAL

Attached: Graph – Oxnard School District Enrollment History 2011-12 through
 2015-16 Actuals (1 page)

Oxnard School District Enrollment History 2011-12 through 2015-16 Actuals



BOARD AGENDA ITEM

Name of Contributor: Dr. Morales

Date of Meeting: 01-20-16

- Study Session _____
- A. Preliminary _____
- B. Hearing: _____
- C. Consent Agenda X
- D. Action Items _____
- E. Report/Discussion Items (no action) _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

Consideration of Supporting the Ventura County Farmworker Bill of Rights (Dr. Morales)

On April 15, 2015, the Board of Trustees of the Oxnard School District adopted Resolution #14-36 Supporting the Right of Gerawan Farm Workers To Be Represented by the United Farm Workers and Calling Upon Gerawan Farming To Cease Violating State and Federal Laws. The resolution expressed support of Farm Workers calling upon farmers to comply with state and federal law, including labor relations, antidiscrimination, and minimum wage and hour laws, and to immediately implement the terms of the union contract issued by the state-appointed mediator and approved by the Agricultural Labor Relations Board (ALRB).

In said resolution, the Governing Board of the Oxnard School District also indicated they would monitor the status of the issues raised herein and could determine if additional action was warranted.

The District Superintendent has been approached by the CAUSE (Central Coast Alliance United for Sustainable Economy) to endorse the Ventura County Farmworker Bill of Rights which curbs extreme overwork, cracks down on wage theft and protects health and safety for Farm Workers.

FISCAL IMPACT:

There will be no fiscal impact.

RECOMMENDATION:

It is recommended that the Board of Trustees consider endorsing the Ventura County Farmworker Bill of Rights and direct administration to process said endorsement.

ADDITIONAL MATERIAL(S):

- Raise Up Farmworkers! Ventura County Farmworker Bill of Rights (1 page)
- Resolution #14-36 (2 pages)

DISTRICT GOAL(S):

- *Goal Two – Improve Communication with Parents, Community and Staff*

Raise Up Farmworkers!

VENTURA COUNTY FARMWORKER BILL OF RIGHTS

Curb Extreme Overwork

Fair overtime pay by requiring overtime pay after 40 hours per week or on a shift more than 8 hours.

Adequate earned sick time by employers providing 1 hour of paid sick leave for every 30 hours worked, until a maximum of 7 sick days (56 hours) per year.

Protect pregnant women from pesticide exposure by providing pregnancy leave with job status and seniority protected when the worker returns.

Require real rest breaks with at least 10 minutes of rest time starting when a worker reaches a break area that has water, shade and bathrooms.



Crack Down on Wage Theft

Increase local resources for investigation of wage theft such as paying below the minimum wage, not providing paid breaks, or requiring work before or after hours.

Create meaningful penalties for wage theft including holding farm labor contractors and growers jointly liable for wage theft fines and back pay to workers.

Protect workers from retaliation including establishing an anonymous tip hotline to informally report a problem workplace.

Protect Health and Safety

Health and safety education for farm workers by funding nonprofits to educate workers about the necessary health and safety precautions that should be taken, or are required by law, in agricultural work.

Provide adequate safety equipment by requiring all agricultural employers to provide all workers with gloves, face masks and boots for certain jobs.

Protect workers from pesticide exposure by holding growers responsible if they apply pesticides while workers are in the field or have workers in the field during the unsafe period after pesticide exposure

CAUSE



MY ORGANIZATION ENDORSES THE VENTURA COUNTY FARM WORKER BILL OF RIGHTS

Organization Name: _____ Date: _____

Address: _____

City: _____ Zip: _____

Contact Person: _____

Phone: _____ Email: _____

My organization will help by:

Attending County Board of Supervisors meetings

Sending an action email to our supporters

Other _____

Donating to the campaign

Writing letters to the editor

**BEFORE THE BOARD OF EDUCATION OF THE
OXNARD SCHOOL DISTRICT**

RESOLUTION NO. 14-36

**RESOLUTION SUPPORTING THE RIGHT OF GERAWAN FARM WORKERS TO BE
REPRESENTED BY THE UNITED FARM WORKERS AND CALLING UPON
GERAWAN FARMING TO CEASE VIOLATING STATE AND FEDERAL LAWS**

WHEREAS, in 1990, during the last major organizing drive under Cesar Chavez's leadership, farm workers at Gerawan Farming, one of the nation's largest grape and tree fruit producers, voted for representation by the United Farm Workers (UFW) in a state-conducted secret-ballot election, with the Agricultural Labor Relations Board (ALRB) subsequently certifying UFW as the exclusive representative for the farm workers; and

WHEREAS, in the succeeding 23 years after the election, Gerawan Farming thwarted all major efforts by UFW to negotiate a union contract, and in 2013, Gerawan workers invoked California's Agricultural Labor Relations Act, which provides for a neutral state-appointed mediator to decide union contracts when employers refuse to sign them; and

WHEREAS, the state-appointed mediator proposed terms for a three-year contract between Gerawan Farming and UFW, and in late 2013, the ALRB ordered that the contract was to take immediate effect; and

WHEREAS, since ordering the implementation of the 2013 contract, the ALRB general counsel has filed several complaints accusing Gerawan Farming of "illegally excluding some of its farm workers from the benefits of a [union contract]"; illegally "instigating and encouraging the gathering of signatures" on petitions to decertify the UFW; "unlawfully interrogating workers about their union activities" and "surveilling" workers; "failing to bargain in good faith with its employees' union"; "intimidating [employees] in the exercise of their right to participate in negotiations"; and failing to implement the state-issued union contract; and

WHEREAS, Gerawan Farming's refusal to implement the contract means its roughly 5,000 employees have collectively been denied millions of dollars they are owed by Gerawan Farming to cover paid holidays and regular wage increases; and

WHEREAS, ongoing and egregious violations of California labor laws by Gerawan Farming symbolizes the agricultural industry's defiance of the farm workers' rights to organize and negotiate union contracts despite California's 1975 Agricultural Labor Relations Act guaranteeing those rights.


NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Oxnard School District calls upon Gerawan Farming to comply with state and federal laws, including labor relations, antidiscrimination, and minimum wage and hour laws, and to immediately implement the terms of the union contract issued by the state-appointed mediator and approved by the ALRB; and

BE IT FURTHER RESOLVED that the Governing Board of the Oxnard School District will monitor the status of the issues raised herein to determine if additional action is warranted; and

BE IT FURTHER RESOLVED that copies of this Resolution be sent to Dan Gerawan of Gerawan Farming, UFW and the California Agricultural Labor Relations Board.

This Resolution was adopted at a duly called regular meeting of the Board of Trustees of the Oxnard School District held this **15th day of April, 2015**.

AYES: 4
NOES: 0
ABSENT: 1
ABSTAIN: 0



Veronica Robles-Solis
President, Board of Trustees
Oxnard School District

Debra M. Cordes
I, ~~Albert Duff Sr.~~, Clerk of the Board of Trustees of the Oxnard School District, do hereby certify that the foregoing Resolution was regularly introduced, passed and adopted by the Board of Trustees in opened session during its meeting held on the 15th day of April, 2015.

Debra M Cordes

Albert Duff Sr.
Presiding Clerk, Board of Trustees
Oxnard School District

Board Agenda Item

NAME OF CONTRIBUTOR: Jonathan Koch **DATE OF MEETING:** January 20, 2016

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 III, position number 7396, to be established in Pupil Services. This position will be established to provide additional support.

a five hour, 183 day Paraeducator I, position number 7280, to be established at Haydock School. This position will be established to provide additional support.

Increase

a six hour and forty five minute, 183 day Adaptive Technology Specialist, position number 949, to be increased to eight hours at McKinna School. This position will be increased to provide additional support.

a five and a half hour, 183 day Adaptive Technology Specialist, position number 2881, to be increased to five hours and forty five minutes at McKinna School. This position will be increased to provide additional support.

FISCAL IMPACT:

Cost for Paraeducator III - \$26,754.00 Special Education
Cost for Paraeducator I - \$21,625.00 Site funds
Cost for Adaptive Technology Specialist - \$6,094.00 Special Education
Cost for Adaptive Technology Specialist - \$1,219.00 Special Education

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 20, 2016

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

Emily Barbata	Teacher, Special Education M/M, Harrington	January 11, 2016
Kyle W. Beck	Teacher, Social Science, Kamala	January 11, 2016
Katie A. Shepley	Teacher, Social Science, Haydock	January 11, 2016

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

Eva Calderon	Curren	January 11, 2016
Keri Leitch	Ramona	November 12, 2015
Frank A. Lucido	Driffill	December 14, 2015
Karen Manny	Elm	November 6, 2015
Mark Orosco	Chavez	January 11, 2016
Ricardo Torres Hernandez	Ramona	January 11, 2016
Randall Smith	Ritchen	December 1, 2015
Kathleen Sullivan	Driffill	November 17, 2015

Gabriela Ambriz	Substitute Teacher	2015/2016 School Year
Jashanpreet Behniwal	Substitute Teacher	2015/2016 School Year
Anabel Miramontes	Substitute Teacher	2015/2016 School Year
Dominick O'Leary	Substitute Teacher	2015/2016 School Year
Mark Orosco	Substitute Teacher	2015/2016 School Year
Marjorie Pettit	Substitute Teacher	2015/2016 School Year
Elizabeth Phillips	Substitute Teacher	2015/2016 School Year
Jocelyn Pineda	Substitute Teacher	2015/2016 School Year
Eileen Ruiz	Substitute Teacher	2015/2016 School Year
Deanna Sonnenberg	Substitute Teacher	2015/2016 School Year
Robert Spears	Substitute Teacher	2015/2016 School Year
Brenda Vazquez	Substitute Teacher	2015/2016 School Year

RESIGNATION

Dietra Hill	ISP, McAuliffe	October 5, 2015
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LEAVE OF ABSENCE

Sharon Rocha	Teacher, ELA, Chavez	12/18/15 – 7/29/16
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RETIREMENT

Joe Alan Murphy	Teacher, Science, Fremont	January 1, 2016
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CLASSIFIED PERSONNEL ACTIONS

January 20, 2016

New Hire

Chavez, Vanessa	Paraeducator III, Position #7342 Pupil Services 5.75 hrs./183 days	11/16/2015
Cummings, Natalie	Paraeducator I, Position #7190 Ritchen 2.0 hrs./183 days	12/07/2015
Ordaz, Bianca	Preschool Assistant (B), Position #2660 Driffill 3.0 hrs./183 days	11/30/2015
Rivera, Andrew	Paraeducator I, Position #7182 Marshall 1.0 hr./183 days	12/14/2015
Tapia, Elena	Preschool Assistant (B), Position #6360 McKinna 3.0 hrs./183 days	12/08/2015

Limited Term

Benabise, Alicia	Health Care Technician	12/08/2015
Conde, Azalia	Clerical	11/11/2015
Coronado, Mariana	Clerical	12/01/2015
Coronado, Mariana	Paraeducator	12/17/2015
Elbo, Winnie	Health Care Technician	12/04/2015
Flores, Valeria	Child Nutrition Worker	12/08/2015
Gomez, Anel	Paraeducator	12/14/2015
Hernandez Vivanco, Regina	Paraeducator	11/17/2015
Herrera, Marina	Outreach Specialist	11/16/2015
Medina, Rosalva	Paraeducator	11/02/2015
Medrano, Evangelina	Child Nutrition Worker	10/15/2015
Perez, Eyra	Paraeducator	12/18/2015
Trejo, Leticia	Clerical	10/30/2015

Transfer

Murrieta, Nancy	Child Nutrition Worker, Position #2140 Curren 5.0 hrs./185 days Child Nutrition Worker, Position #1830 Marshall 5.0 hrs./185 days	12/01/2015
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Extend Leave of Absence

Figueroa, Karina	Attendance Accounting Technician (B), Position #31 Ramona 8.0 hrs./190 days	12/01/2015-04/22/2016
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Unpaid Leave of Absence

Noriega, Monica	Intermediate School Secretary (B), Position #921 Frank 8.0 hrs./192 days	11/20/15-2/1/2016
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Resignation

Barker, Lisa	Paraeducator I, Position #7189 Ritchen 4.0 hrs./183 days	12/04/2015
Harlin, Alejandra	NfL Family Liaison, Position #2433 Sierra Linda 6.0 hrs./180 days	12/18/2015
Perez, Yanet	Child Nutrition Worker, Position #1287 Rose Ave. 5.0 hrs./185 days	12/18/2015
Shattles, Melissa	Health Care Technician, Position #2944 Pupil Services 7.0 hrs./183 days	12/18/2015

Retirement

Marin, Mariano	Custodian, Position #377 Marina West 8.0 hrs./246 days	08/24/2000-12/30/2015
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BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 01/20/16

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, 2015 (Cline/Penanhoat)

The Oxnard School District Audit Report for Fiscal Year 2014-15, 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, 2015.

ADDITIONAL MATERIAL

Attached: Oxnard School District Audit Report June 30, 2015 (84 pages)

OXNARD SCHOOL DISTRICT
AUDIT REPORT
For the Fiscal Year Ended
June 30, 2015



OXNARD SCHOOL DISTRICT
For the Fiscal Year Ended June 30, 2015
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OXNARD SCHOOL DISTRICT
For the Fiscal Year Ended June 30, 2015
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Financial Section

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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, 2015, 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 the *2014-15 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. 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, 2015, 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.I. to the basic financial statements, the District has changed its method for accounting and reporting for pensions during fiscal year 2014-15 due to the adoption of Governmental Accounting Standards Board Statement No. 68, "Accounting and Financial Reporting for Pensions-An Amendment of GASB Statement No. 27" and No. 71, "Pension Transition for Contributions Made Subsequent to the Measurement Date-An Amendment of GASB Statement No. 68". The adoption of these standards required retrospective application resulting in a \$117,144,321 reduction of previously reported net position at July 1, 2014. Our opinion is not modified with respect to this matter.

Other Matters*Required Supplementary Information*

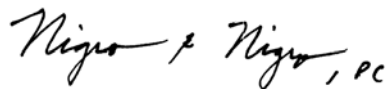
Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 3 through 10, budgetary comparison information on pages 45 and 46, schedule of funding progress on page 47, schedule of proportionate share of the net pension liability on page 48, and schedule of contributions on page 49 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 the District's basic financial statements. The supplementary information is presented for purposes of additional analysis and is not a required part of the basic financial statements. The schedule of expenditures of federal awards is presented for purposes of additional analysis as required by U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, and is also not a required part of the basic financial statements. The supplementary information on pages 53 to 56 and the schedule of expenditures of federal awards on page 57 are the responsibility of management and were derived from and relate 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 information is fairly stated in all material respects in relation to the basic financial statements as a whole. The information on page 52 has not been subjected to the auditing procedures applied in the audit of the basic financial statements and accordingly, we do not express an opinion or provide any assurance on it.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 8, 2015 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 8, 2015

OXNARD SCHOOL DISTRICT

*Management’s Discussion and Analysis (Unaudited)
For the Fiscal Year Ended June 30, 2015*

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, 2015*

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, 2015

FINANCIAL ANALYSIS OF THE DISTRICT AS A WHOLE

Net Position. The District's combined net position was lower on June 30, 2015, than it was the year before – decreasing 23.2% to \$16.9 million (See Table A-1).

Table A-1

	Governmental Activities (In millions)		Variance Increase (Decrease)
	2015	2014*	
Current assets	\$ 85.3	\$ 90.8	\$ (5.5)
Capital assets	260.5	243.0	17.5
Total assets	345.8	333.8	12.0
Total deferred outflows	12.5	8.8	3.7
Current liabilities	15.5	13.3	2.2
Long-term liabilities	298.7	307.3	(8.6)
Total liabilities	314.2	320.6	(6.4)
Total deferred inflows	27.2	-	27.2
Net position			
Net investment in capital assets	116.6	113.4	3.2
Restricted	29.6	32.5	(2.9)
Unrestricted	(129.3)	(123.9)	(5.4)
Total net position	\$ 16.9	\$ 22.0	\$ (5.1)

*As restated

Changes in net position, governmental activities. The District's total revenues increased 9.5% to \$189.7 million (See Table A-2). The increase is due primarily to LCFF funding sources.

The total cost of all programs and services increased 12.3% to \$194.8 million. The District's expenses are predominantly related to educating and caring for students, 81.0%. The purely administrative activities of the District accounted for just 4.4% 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 (In millions)		Variance Increase (Decrease)
	2015	2014	(Decrease)
Total Revenues	\$ 189.7	\$ 173.2	\$ 16.5
Total Expenses	194.8	173.5	21.3
Increase (decrease) in net assets	\$ (5.1)	\$ (0.3)	\$ (4.8)

OXNARD SCHOOL DISTRICT

Management's Discussion and Analysis (Unaudited) For the Fiscal Year Ended June 30, 2015

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 \$72.5 million, which is below last year's ending fund balance of \$80.9 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 \$8.9 million primarily to reflect federal and state budget actions.
- Salaries and benefits costs – increased \$5.2 million due to an increase in compensation to district personnel.
- Other costs – increased \$13.4 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 \$7.4 million, the actual results for the year show that revenues fell short of expenditures by roughly \$1.2 million. Actual revenues were \$1.2 million less than anticipated, and expenditures were \$7.4 million less than budgeted. That amount consists primarily of restricted categorical program dollars that were not spent as of June 30, 2015 that will be carried over into the 2015-16 budget.

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets

By the end of 2014-15 the District had invested \$22.2 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 \$4.8 million.

Table A-3: Capital Assets at Year End, net of Depreciation

	Governmental Activities (In millions)		Variance Increase
	2015	2014	(Decrease)
Land	\$ 27.1	\$ 27.1	\$ -
Improvement of sites	14.3	14.6	(0.3)
Buildings	193.8	171.3	22.5
Equipment	4.2	4.0	0.2
Construction in progress	21.0	26.0	(5.0)
Total	<u>\$ 260.4</u>	<u>\$ 243.0</u>	<u>\$ 17.4</u>

*As restated

OXNARD SCHOOL DISTRICT

Management's Discussion and Analysis (Unaudited)

For the Fiscal Year Ended June 30, 2015

CAPITAL ASSET AND DEBT ADMINISTRATION (continued)

Long-Term Debt

At year-end the District had \$298.7 million in general obligation bonds, certificates of participation, energy retrofit agreement, compensated absences, pension liabilities, and other postemployment benefits – a decrease of 2.8% 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)
	2015	2014*	
General obligation bonds	\$ 169.4	\$ 157.8	\$ 11.6
Certificates of participation	4.3	4.6	(0.3)
Energy retrofit agreement	4.5	4.7	(0.2)
Compensated absences	1.3	1.2	0.1
Other postemployment benefits	19.0	14.6	4.4
Net pension liability	100.2	124.4	(24.2)
Total	<u>\$ 298.7</u>	<u>\$ 307.3</u>	<u>\$ (8.6)</u>

FACTORS BEARING ON THE DISTRICT'S FUTURE

Overview

On June 16, 2015, the Governor, the Senate President pro Tempore, and the Speaker of the Assembly announced a budget agreement. The Legislature passed the budget bill and related legislation on Friday, June 19. The budget agreement relies on the administration's May 2015 estimates of (1) General Fund revenues, (2) the Proposition 98 minimum guarantee for schools and community colleges, and (3) budget reserve and debt payment requirements under Proposition 2. School and community college funding is the centerpiece of the agreement, as administration estimates of the Proposition 98 minimum guarantee have increased substantially over June 2014 levels. With savings resulting from (1) rejection of various administration proposals, (2) an error in the administration's Medi-Cal estimates, (3) legislative changes made to the Middle-Class Scholarship Program, and (4) other legislative actions, the agreement makes modest augmentations outside of Proposition 98 above May Revision levels.

2015-16 to End With \$4.6 Billion in Estimated Total Reserves

The budget agreement assumes \$115 billion in revenues, a 3.3 percent increase over 2014-15. (This total is net of the \$1.9 billion deposit in the Proposition 2 Budget Stabilization Account [BSA].) The state's "big three" General Fund taxes—the personal income tax, sales and use tax, and corporation tax—are estimated to increase at a slightly higher rate (4 percent). General Fund revenue growth was much higher in 2014-15, increasing at a very healthy 7.7 percent rate. General Fund spending is largely flat across 2014-15 and 2015-16, increasing at only 0.8 percent. Growth in ongoing programmatic spending, however, is masked by various one-time actions, including one-time spending in 2014-15 on debt payments and mandate backlog claims, and the end of the "triple flip" mechanism used to finance the state's prior deficit financing bonds. The budget ends 2015-16 with \$4.6 billion in estimated total reserves, including \$1.1 billion in the Special Fund for Economic Uncertainties—the state's traditional budget reserve—and \$3.5 billion in the BSA.

OXNARD SCHOOL DISTRICT

*Management's Discussion and Analysis (Unaudited)
For the Fiscal Year Ended June 30, 2015*

FACTORS BEARING ON THE DISTRICT'S FUTURE (continued)

Proposition 98

Substantial Upward Revisions to Estimates of Proposition 98 Minimum Guarantee

State budgeting for preschool, elementary and secondary schools, and the California Community Colleges (CCC) is based primarily on Proposition 98, approved by voters in 1988. Proposition 98 established a minimum funding requirement commonly called the minimum guarantee. The estimate of the 2013-14 and 2014-15 minimum guarantees have increased \$612 million and \$5.4 billion, respectively from the June 2014 estimates. The estimate of the 2015-16 minimum guarantee is \$7.6 billion (12 percent) higher than the *2014-15 Budget Act* level. These increases in the guarantee are due primarily to state revenues being higher than assumed in last year's budget package. The budget package funds at these latest estimates of the minimum guarantees.

Large Upward 2014-15 Adjustments Result in Relatively Modest Year-Over-Year Growth

Growth from the revised 2014-15 level to 2015-16 is \$2.1 billion (3 percent). This relatively modest growth is due to the large upward revision to 2014-15 noted above. In 2015-16, total Proposition 98 funding is \$68.4 billion. Of this amount, \$49.4 billion is General Fund and \$19 billion is local property tax revenue. The notable increase in local property tax revenue from 2014-15 to 2015-16 (\$2.3 billion, 14 percent) is due in large part to the end of the triple flip and the shift of associated local property tax revenue back from cities, counties, and special districts to school and community college districts. Growth in local property tax revenue is slightly greater than growth in the Proposition 98 minimum guarantee, resulting in a slight reduction in Proposition 98 General Fund from 2014-15 to 2015-16.

Per-Student Funding Increases Significantly

Under the budget package, K-12 per-student funding increases from the *2014-15 Budget Act* level of \$8,931 to \$9,942 in 2015-16—an increase of \$1,011 (11 percent).

Budget Package Contains Many Spending Changes

For 2013-14, the budget accounts for higher Local Control Funding Formula (LCFF) costs and uses the remaining funding increase for paying down the K-14 mandate backlog. In addition to these changes, the budget package includes a \$256 million settle-up payment related to meeting the Proposition 98 minimum guarantee for 2006-07 and 2009-10 and \$207 million in unspent prior-year Proposition 98 funds that have been repurposed.

Package Notably Reduces Outstanding K-14 Obligations

The budget package includes the following K-14 actions, all of which reduce the state's outstanding K-14 obligations.

- ***Pays Down Mandate Backlog.*** The budget package includes \$3.8 billion to pay down the K-14 mandate backlog (\$3.2 billion is for the K-12 backlog and \$632 million for the CCC backlog). After accounting for these payments, the LAO estimates the outstanding K-14 mandate backlog to be \$1.5 billion (\$1.2 billion for schools and about \$300 million for community colleges).
- ***Retires All K-14 Payment Deferrals.*** As required by trailer legislation enacted last year, the budget package provides \$992 million to eliminate all remaining K-14 payment deferrals. The budget year will be the first fiscal year since 2000-01 that the state is set to make all K-14 payments on time.
- ***Pays Off Emergency Repair Program (ERP) Obligation.*** The budget includes \$273 million for the final ERP payment. Statute requires the state to provide a total of \$800 million to school districts for emergency facility repairs, and the state has provided \$527 million to date. (Of the \$273 million, \$145 million comes from a settle-up payment and \$128 million comes from unspent prior-year Proposition 98 funds.)

OXNARD SCHOOL DISTRICT

*Management's Discussion and Analysis (Unaudited)
For the Fiscal Year Ended June 30, 2015*

FACTORS BEARING ON THE DISTRICT'S FUTURE (continued)

K-12 Education

Large Increase for Local Control Funding Formula (LCFF)

The largest single augmentation in the state budget is \$6.0 billion for implementing the LCFF for school districts and charter schools—bringing total LCFF funding to \$52 billion. This reflects a 13 percent year-over-year increase in LCFF funding. The administration estimates this funding will close 52 percent of the remaining gap to LCFF target rates. The budget funds 90 percent of the estimated statewide full LCFF implementation cost. School districts and charter schools may use LCFF monies for any educational purpose, including implementation of their Local Control and Accountability Plans.

New Secondary School Career Technical Education (CTE) Competitive Grant Program

The budget package includes \$900 million in one-time funding for a three-year competitive grant program to promote high-quality CTE. Of this amount, \$400 million is provided in 2015-16, \$300 million in 2016-17, and \$200 million in 2017-18. School districts, county offices of education (COEs), charter schools, and Regional Occupational Centers and Programs operated by joint powers agencies (JPAs) may apply for grants, individually or in consortia. The program provides separate pools of funding for large, medium-sized, and small applicants, based on applicants' average daily attendance (ADA) in grades 7-12. Specifically, 88 percent of the funding is reserved for applicants with ADA greater than 550, 8 percent is reserved for applicants with ADA between 140 and 550, and 4 percent is reserved for applicants with less than 140 ADA. The Superintendent of Public Instruction (SPI), in collaboration with the executive director of the State Board of Education (SBE), will determine the number of grants to be awarded and specific grant amounts.

Package of Special Education Actions

The budget includes \$67 million for a package of special education-related activities. Of the \$67 million, \$52 million is ongoing and \$15 million is one time. The largest ongoing augmentation in this package is for expanding services for infants, toddlers, and preschoolers with disabilities as well as requiring preschool staff training and parent education relating to identifying and meeting preschoolers' special needs. The largest one-time augmentation is for one or two COEs to develop statewide resources and training opportunities for addressing students' diverse instructional and behavioral needs.

Second Round of Internet Infrastructure Grants

The budget includes \$50 million in one-time funding for the second round of Broadband Internet Infrastructure Grants. The K-12 High Speed Network is to award grants to schools that cannot administer online tests or can only administer the tests by shutting down other essential online activities such as email. Grants may be used to purchase Internet infrastructure. The Department of Finance (DOF) must approve projects resulting in costs exceeding \$1,000 per test-taking pupil.

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, 2015*

	Total Governmental Activities
ASSETS	
Cash	\$ 77,559,957
Accounts receivable	7,653,423
Stores inventories	73,713
Prepaid expenditures	35,540
Capital assets:	
Non-depreciable assets	48,168,519
Depreciable assets	259,087,540
Less accumulated depreciation	<u>(46,815,207)</u>
Total assets	<u>345,763,485</u>
DEFERRED OUTFLOWS OF RESOURCES	
Deferred amounts on refunding	1,522,712
Pension contributions subsequent to the measurement date	9,456,950
Adjustments due to differences in proportions	1,534,137
Total deferred outflows of resources	<u>12,513,799</u>
LIABILITIES	
Accounts payable	14,945,618
Unearned revenues	580,653
Long-term liabilities:	
Due within one year	7,729,731
Due after one year	290,932,636
Total liabilities	<u>314,188,638</u>
DEFERRED INFLOWS OF RESOURCES	
Differences between projected and actual earnings on plan investments	<u>27,200,385</u>
NET POSITION	
Net investment in capital assets	116,656,043
Restricted for:	
Capital projects	15,105,182
Debt service	11,631,073
Categorical programs	2,819,932
Unrestricted	<u>(129,323,969)</u>
Total net position	<u>\$ 16,888,261</u>

OXNARD SCHOOL DISTRICT
Statement of Activities
For the Fiscal Year Ended June 30, 2015

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					
Instructional Services:					
Instruction	\$ 117,558,139	\$ 559,708	\$ 28,067,650	\$ 29,143	\$ (88,901,638)
Instruction-Related Services:					
Supervision of instruction	4,953,573	22,800	2,129,929	-	(2,800,844)
Instructional library, media and technology	2,319,321	26	76,015	-	(2,243,280)
School site administration	12,288,769	622	535,811	-	(11,752,336)
Pupil Support Services:					
Home-to-school transportation	3,272,600	-	-	-	(3,272,600)
Food services	9,938,099	690,541	8,774,048	-	(473,510)
All other pupil services	7,954,266	20,238	1,292,695	-	(6,641,333)
General Administration:					
Data processing	1,885,845	6,411	37,614	-	(1,841,820)
All other general administration	6,630,813	31,098	1,032,426	-	(5,567,289)
Plant Services	16,743,052	5,202	146,581	-	(16,591,269)
Community Services	1,467,746	19,427	93,110	-	(1,355,209)
Interest on Long-term Debt	7,353,051	-	-	-	(7,353,051)
Issuance Costs	263,881	-	-	-	(263,881)
Other Outgo	2,155,660	173,219	804,962	-	(1,177,479)
Total governmental activities	<u>\$ 194,784,815</u>	<u>\$ 1,529,292</u>	<u>\$ 42,990,841</u>	<u>\$ 29,143</u>	<u>(150,235,539)</u>
General Revenues:					
Property taxes					32,044,643
Federal and state aid not restricted to specific purposes					112,099,225
Interest and investment earnings					79,830
Miscellaneous					924,832
Total general revenues					<u>145,148,530</u>
Change in net position					<u>(5,087,009)</u>
Net position - July 1, 2014, as originally stated					139,932,849
Adjustment for restatements (Note 1.I. and Note 14)					<u>(117,957,579)</u>
Net position - July 1, 2014, as restated					<u>21,975,270</u>
Net position - June 30, 2015					<u>\$ 16,888,261</u>

OXNARD SCHOOL DISTRICT

Balance Sheet – Governmental Funds

June 30, 2015

	General Fund	Cafeteria Fund	Building Fund	County School Facilities Fund	Bond Interest and Redemption Fund	Non-Major Governmental Funds	Total Governmental Funds
ASSETS							
Cash	\$ 22,246,193	\$ 853	\$ 28,550,111	\$ 9,138,594	\$ 11,621,450	\$ 6,002,756	\$ 77,559,957
Accounts receivable	5,851,791	1,716,665	29,580	8,435	9,623	37,329	7,653,423
Due from other funds	1,606,337	74,651	-	-	-	102,514	1,783,502
Inventories	24,417	49,296	-	-	-	-	73,713
Prepaid expenditures	14,246	-	21,294	-	-	-	35,540
Total Assets	<u>\$ 29,742,984</u>	<u>\$ 1,841,465</u>	<u>\$ 28,600,985</u>	<u>\$ 9,147,029</u>	<u>\$ 11,631,073</u>	<u>\$ 6,142,599</u>	<u>\$ 87,106,135</u>
LIABILITIES AND FUND BALANCES							
Liabilities							
Accounts payable	\$ 7,011,998	\$ 351,064	\$ 1,208,892	\$ -	\$ -	\$ 19,008	\$ 8,590,962
Due to other funds	3,837,215	1,440,899	-	-	-	165,438	5,443,552
Unearned revenue	580,653	-	-	-	-	-	580,653
Total Liabilities	<u>11,429,866</u>	<u>1,791,963</u>	<u>1,208,892</u>	<u>-</u>	<u>-</u>	<u>184,446</u>	<u>14,615,167</u>
Fund Balances							
Nonspendable	58,663	49,502	21,294	-	-	-	129,459
Restricted	2,819,932	-	27,370,799	9,147,029	11,631,073	5,958,153	56,926,986
Assigned	7,227,449	-	-	-	-	-	7,227,449
Unassigned	8,207,074	-	-	-	-	-	8,207,074
Total Fund Balances	<u>18,313,118</u>	<u>49,502</u>	<u>27,392,093</u>	<u>9,147,029</u>	<u>11,631,073</u>	<u>5,958,153</u>	<u>72,490,968</u>
Total Liabilities and Fund Balances	<u>\$ 29,742,984</u>	<u>\$ 1,841,465</u>	<u>\$ 28,600,985</u>	<u>\$ 9,147,029</u>	<u>\$ 11,631,073</u>	<u>\$ 6,142,599</u>	<u>\$ 87,106,135</u>

OXNARD SCHOOL DISTRICT

Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Position June 30, 2015

Total fund balances - governmental funds \$ 72,490,968

Amounts reported for governmental *activities* 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 \$307,076,059, and the accumulated depreciation is (\$46,815,207). 260,440,852

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: (18,997,578)

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: (2,694,606)

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	4,341,900	
Energy retrofit agreement	4,457,030	
Compensated absences payable	1,300,162	
General obligation bonds payable	169,376,336	
Net pension liability	<u>100,189,361</u>	(279,664,789)

Deferred charges 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 an asset. The remaining deferred charges on refunding at the end of the period were: 1,522,712

In governmental funds, deferred outflows and inflows of resources relating to pensions are not reported because they are applicable to future periods. In the statement of net position, deferred outflows and inflows of resources relating to pensions are reported. Deferred inflows and outflows relating to pensions for the period were:

Deferred outflows	10,991,087	
Deferred inflows	<u>(27,200,385)</u>	

Total net position - governmental activities \$ 16,888,261

OXNARD SCHOOL DISTRICT

Statement of Revenues, Expenditures, and Changes in Fund Balance – Governmental Funds For the Fiscal Year Ended June 30, 2015

	General Fund	Cafeteria Fund	Building Fund	County School Facilities Fund	Bond Interest and Redemption Fund	Non-Major Governmental Funds	Total Governmental Funds
REVENUES							
LCFF sources	\$ 127,311,381	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 127,311,381
Federal sources	13,065,616	8,555,145	-	-	-	-	21,620,761
Other state sources	15,169,410	594,554	-	-	103,692	933,360	16,801,016
Other local sources	9,620,057	731,335	109,730	29,143	12,280,353	638,386	23,409,004
Total Revenues	165,166,464	9,881,034	109,730	29,143	12,384,045	1,571,746	189,142,162
EXPENDITURES							
Current							
Instructional Services:							
Instruction	110,600,912	-	-	-	-	911,812	111,512,724
Instruction-Related Services:							
Supervision of instruction	4,639,305	-	-	-	-	127,764	4,767,069
Instructional library, media and technology	2,285,134	-	-	-	-	-	2,285,134
School site administration	11,796,253	-	-	-	-	-	11,796,253
Pupil Support Services:							
Home-to-school transportation	3,516,075	-	-	-	-	-	3,516,075
Food services	926	9,808,051	-	-	-	-	9,808,977
All other pupil services	7,645,053	-	-	-	-	-	7,645,053
Community Services	1,425,974	-	-	-	-	-	1,425,974
General Administration Services:							
Data processing services	1,829,977	-	-	-	-	-	1,829,977
Other general administration	6,302,604	-	-	-	-	25,145	6,327,749
Plant Services	13,419,224	44,432	18,000	-	-	82,740	13,564,396
Transfer of Indirect Costs	(432,478)	388,490	-	-	-	43,988	-
Capital Outlay	837,108	-	20,616,235	-	-	2,085,072	23,538,415
Intergovernmental Transfers	2,155,147	-	-	-	-	-	2,155,147
Debt Service:							
Issuance costs	-	-	501,040	-	-	-	501,040
Principal	201,838	-	-	-	5,739,019	258,900	6,199,757
Interest	137,342	-	-	-	6,066,714	212,389	6,416,445
Total Expenditures	166,360,394	10,240,973	21,135,275	-	11,805,733	3,747,810	213,290,185
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,193,930)	(359,939)	(21,025,545)	29,143	578,312	(2,176,064)	(24,148,023)
OTHER FINANCING SOURCES (USES)							
Interfund transfers in	-	348,653	-	-	-	102,514	451,167
Interfund transfers out	(451,680)	-	-	-	-	-	(451,680)
Proceeds from issuance of bonds	-	-	15,750,000	-	-	-	15,750,000
Proceeds from refunding bonds	-	-	14,305,000	-	-	-	14,305,000
Premiums on issuance of debt	-	-	1,120,493	-	510,619	-	1,631,112
Transfer to escrow agent for defeased debt	-	-	(15,096,453)	-	-	-	(15,096,453)
Total Other Financing Sources and Uses	(451,680)	348,653	16,079,040	-	510,619	102,514	16,589,146
Net Change in Fund Balances	(1,645,610)	(11,286)	(4,946,505)	29,143	1,088,931	(2,073,550)	(7,558,877)
Fund Balances, July 1, 2014, as originally stated	20,771,986	60,788	32,338,598	9,117,886	10,542,142	8,031,703	80,863,103
Adjustment for Restatement (Note 14)	(813,258)	-	-	-	-	-	(813,258)
Fund Balances, July 1, 2014, as restated	19,958,728	60,788	32,338,598	9,117,886	10,542,142	8,031,703	80,049,845
Fund Balances, June 30, 2015	\$ 18,313,118	\$ 49,502	\$ 27,392,093	\$ 9,147,029	\$ 11,631,073	\$ 5,958,153	\$ 72,490,968

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, 2015

Total net change in fund balances - governmental funds \$ (7,558,877)

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	22,247,860	
Depreciation expense	<u>(4,837,755)</u>	17,410,105

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: 20,974,757

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: (4,445,587)

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: (31,686,112)

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: (195,970)

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 paid exceeded the amounts earned by: (148,963)

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. (696,720)

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: 294,079

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: 220,617

In government funds, pension costs are recognized when employer contributions are made. In the statement of activities, pension costs are recognized on the accrual basis. This year, the difference between accrual-basis pension costs and actual employer contributions was: 745,662

Change in net position of governmental activities \$ (5,087,009)

OXNARD SCHOOL DISTRICT
Statement of Fiduciary Net Position
June 30, 2015

	Trust Fund	Agency Funds	
	Retiree Benefits Fund	Student Body Funds	Total
Assets			
Cash	\$ 3,648,118	\$ 134,861	\$ 3,782,979
Accounts receivable - interest	3,884	164	4,048
Due from other funds	3,660,050	-	3,660,050
Inventory	-	43,752	43,752
Total Assets	<u>7,312,052</u>	<u>\$ 178,777</u>	<u>7,490,829</u>
Liabilities			
Due to student groups	-	\$ 178,777	178,777
Total Liabilities	<u>-</u>	<u>\$ 178,777</u>	<u>178,777</u>
Net Position			
Restricted	<u>\$ 7,312,052</u>		<u>\$ 7,312,052</u>

OXNARD SCHOOL DISTRICT*Statement of Changes in Fiduciary Net Position
For the Fiscal Year Ended June 30, 2015*

	Trust Fund
	Retiree Benefits Fund
ADDITIONS	
Interest	\$ 15,074
In-district contributions	3,659,537
Interfund transfers in	513
Total Additions	<u>3,675,124</u>
DEDUCTIONS	
Operating expenditures	<u>3,698,310</u>
Total Deductions	<u>3,698,310</u>
Net Increase (Decrease)	(23,186)
Net position - July 1, 2014	<u>7,335,238</u>
Net position - June 30, 2015	<u><u>\$ 7,312,052</u></u>

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Oxnard School District (the "District") accounts for its financial transactions in accordance with the policies and procedures of the California Department of Education's *California School Accounting Manual*. The accounting policies of the District conform to accounting principles generally accepted in the United States of America as prescribed by the Governmental Accounting Standards Board. The following is a summary of the more significant 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.

Component units are legally separate organizations for which the District is financially accountable. Component units may also include organizations that are fiscally dependent on the District, in that the District approves their budget, the issuance of their debt or the levying of their taxes. In addition, component units are other legally separate organizations for which the District is not financially accountable but the nature and significance of the organization's relationship with the District is such that exclusion would cause the District's financial statements to be misleading or incomplete.

The District has identified no organizations that are required to be reported as component units.

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.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

B. Basis of Presentation, Basis of Accounting (continued)

1. Basis of Presentation (continued)

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 and a Special Reserve Fund for Other Than Capital Outlay Projects. 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. The Special Reserve Fund for Other Than Capital Outlay Projects also does not meet the criteria to be reported as a special revenue fund. Because these funds do not meet the definition of a special revenue fund under GASB 54, the activity in these funds are being reported within the General Fund.

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.

County School Facilities Fund: This fund is used to account for state apportionments provided for modernization of school facilities under SB50.

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.

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.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

B. Basis of Presentation, Basis of Accounting (continued)

1. Basis of Presentation (continued)

Fiduciary Funds (continued)

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.

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. 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.

3. Revenues - Exchange and Non-Exchange Transactions

Revenue resulting from exchange transactions, in which each party gives and receives essentially equal value, is recorded on the accrual basis when the exchange takes place. On a modified accrual basis, revenue is recorded in the fiscal year in which the resources are measurable and become available. Available means that the resources will be collected within the current fiscal year. Generally, available is defined as collectible within 60 days. However, to achieve comparability of reporting among California districts and so as not to distort normal revenue patterns, with specific respect to reimbursement grants and corrections to state-aid apportionments, the California Department of Education has defined available for districts as collectible within one year. The following revenue sources are considered to be both measurable and available at fiscal year-end: State apportionments, interest, certain grants, and other local sources.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

B. Basis of Presentation, Basis of Accounting (continued)

3. Revenues - Exchange and Non-Exchange Transactions (continued)

Non-exchange transactions, in which the District receives value without directly giving equal value in return, include property taxes, certain grants, entitlements, and donations. Revenue from property taxes is recognized in the fiscal year in which the taxes are received. Revenue from certain grants, entitlements, and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied. Eligibility requirements include time and purpose requirements. On a modified accrual basis, revenue from non-exchange transactions must also be available before it can be recognized.

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.

E. Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, 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 and Prepaid Items

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.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

E. Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, and Net Position (continued)

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. Unearned Revenue

Unearned revenue arises when potential revenue does not meet both the "measurable" and "available" criteria for recognition in the current period or when resources are received by the District prior to the incurrence of qualifying expenditures. In subsequent periods, when both revenue recognition criteria are met, or when the District has a legal claim to the resources, the liability for unearned revenue is removed from the combined balance sheet and revenue is recognized.

Certain grants received that have not met eligibility requirements are recorded as unearned revenue. On the governmental fund financial statements, receivables that will not be collected within the available period are also recorded as unearned revenue.

5. 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 three items that qualify for reporting in this category. The first item is to recognize contributions made to the pension plan after the measurement date of the net pension liability. The second is the deferred outflow from differences in proportions of the net pension liability. The third 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 one item that is reported as deferred inflows of resources. That item is to recognize the District's proportionate share of the deferred inflows of resources related to its pension plans as more fully described in the footnote entitled "Pension Plans".

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

E. Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, and Net Position (continued)

6. 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.

7. Pensions

For purposes of measuring the net pension liability and deferred outflows/inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the District's California State Teachers Retirement System (CalSTRS) and California Public Employees' Retirement System (CalPERS) plans and addition to/deductions from the Plans' fiduciary net position have been determined on the same basis as they are reported by CalSTRS and CalPERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

8. 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.

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.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

E. Assets, Deferred Outflows of Resources, Liabilities, and Net Position (continued)

9. 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. 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.

G. 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.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

H. 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.

I. New GASB Pronouncements

During the 2014-15 fiscal year, the following GASB Pronouncements became effective:

1. 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.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

I. New GASB Pronouncement (continued)

2. Statement No. 71, Pension Transition for Contributions Made Subsequent to the Measurement Date - An Amendment of GASB Statement No. 68 (Issued 11/13)

The objective of this Statement is to address an issue regarding application of the transition provisions of Statement No. 68, *Accounting and Financial Reporting for Pensions*. The issue relates to amounts associated with contributions, if any, made by a state or local government employer or nonemployer contributing entity to a defined benefit pension plan after the measurement date of the government's beginning net pension liability.

Statement 68 requires a state or local government employer (or nonemployer contributing entity in a special funding situation) to recognize a net position liability measured as of a date (the measurement date) no earlier than the end of its prior fiscal year. If a state or local government employer or nonemployer contributing entity makes a contribution to a defined benefit pension plan between the measurement date of the reported net pension liability and the end of the government's reporting period, Statement 68 requires that the government recognize its contribution as a deferred outflow of resources. In addition, Statement 68 requires recognition of deferred outflows of resources and deferred inflows of resources for changes in the net pension liability of a state or local government employer or nonemployer contributing entity that arise from other types of events. At transition to Statement 68, if it is not practical for an employer or nonemployer contributing entity to determine the amounts of *all* deferred outflows of resources and deferred inflows of resources related to pensions, paragraph 137 of Statement 68 required that beginning balances for deferred outflows of resources and deferred inflows of resources not be reported.

Consequently, if it is not practical to determine the amounts of all deferred outflows of resources and deferred inflows of resources related to pensions, contributions made after the measurement date of the beginning net pension liability could not have been reported as deferred outflows of resources at transition. This could have resulted in a significant understatement of an employer or nonemployer contributing entity's beginning net position and expense in the initial period of implementation.

This Statement amends paragraph 137 of Statement 68 to require that, at transition, a government recognize a beginning deferred outflow of resources for its pension contributions, if any, made subsequent to the measurement date of the beginning net pension liability. Statement 68, as amended, continues to require that beginning balances for other deferred outflows of resources and deferred inflows of resources related to pensions be reported at transition only if it is practical to determine all such amounts.

The provisions of this Statement are required to be applied simultaneously with the provisions of Statement 68.

3. Cumulative Effect of Change in Accounting Principle

Accounting changes adopted to conform to the provisions of these statements should be applied retroactively. The result of the implementation of these standards was to decrease the net position at July 1, 2013, by \$117,144,321, which is the amount of net pension liability, net of the deferred outflows of resources related to pensions at July 1, 2014.

OXNARD SCHOOL DISTRICT
Notes to Financial Statements
June 30, 2015

NOTE 2 – CASH

Cash at June 30, 2015, is reported at fair value and consisted of the following:

	Governmental Activities/ Funds	Fiduciary Funds
Pooled Funds:		
Cash in county treasury	\$ 77,539,751	\$ 3,648,118
Cash with fiscal agent	-	-
Total Pooled Funds	77,539,751	3,648,118
Deposits:		
Cash on hand and in banks	-	134,861
Cash in revolving funds	20,206	-
Total Deposits	20,206	134,861
Total Cash	\$ 77,559,957	\$ 3,782,979

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, 2015, the County Treasurer has represented that the Pooled Investment Fund contained no derivatives or other investments with similar risk profiles.

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, 2015, none of the District's bank balance was exposed to custodial credit risk because it was insured by the FDIC.

OXNARD SCHOOL DISTRICT
Notes to Financial Statements
 June 30, 2015

NOTE 3 – ACCOUNTS RECEIVABLE

Accounts receivable as of June 30, 2015, consisted of the following:

	General Fund	Cafeteria Fund	Building Fund	County School Facilities Fund	Bond Interest and Redemption Fund	Non-Major Governmental Funds	Total Governmental Funds	Retiree Benefits Fund
Federal Government:								
Categorical aid programs	\$ 2,577,137	\$ 1,516,942	\$ -	\$ -	\$ -	\$ -	\$ 4,094,079	\$ -
State Government:								
Lottery	1,474,548	-	-	-	-	-	1,474,548	-
Categorical aid programs	1,043,989	190,552	-	-	-	-	1,234,541	-
Local:								
Interest	27,507	1,407	29,580	8,435	9,623	5,842	82,394	3,884
Microsoft settlement	455,675	-	-	-	-	-	455,675	-
Miscellaneous	272,935	7,764	-	-	-	31,487	312,186	-
Total	\$ 5,851,791	\$ 1,716,665	\$ 29,580	\$ 8,435	\$ 9,623	\$ 37,329	\$ 7,653,423	\$ 3,884

NOTE 4 – INTERFUND ACTIVITIES

A. Balances Due To/From Other Funds

Balances due/to other funds at June 30, 2015, consisted of the following:

	Due from Other Funds					Total
	General Fund	Cafeteria Fund	Non-Major Governmental Funds	Total Governmental Funds	Fiduciary Funds	
General Fund	\$ -	\$ 74,651	\$ 102,514	\$ 177,165	3,660,050	\$ 3,837,215
Cafeteria Fund	1,440,899	-	-	1,440,899	-	1,440,899
Non-Major Governmental Funds	165,438	-	-	165,438	-	165,438
Total	\$ 1,606,337	\$ 74,651	\$ 102,514	\$ 1,783,502	\$ 3,660,050	\$ 5,443,552

Due from the Capital Facilities Fund to the General Fund for the 3% administrative fee for the County's redevelopment of RDA	\$ 71,451
Due from the Cafeteria Fund to the General Fund for outstanding loan, insurance and indirect costs	1,440,899
Due from the Child Development Fund to the General Fund for indirect costs	93,987
Due from the General Fund to the Cafeteria Fund for cash contribution	74,651
Due from the General Fund to the Child Development Fund for contribution for QRIS	102,514
Due from the General Fund to the Retiree Benefits Fund for retiree benefit transfer	3,660,050
	<u>\$ 5,443,552</u>

B. Transfers To/From Other Funds

Transfers to/from other funds during the year ended June 30, 2015, consisted of the following:

General Fund to the Child Development Fund for QRIS contribution	\$ 102,514
General Fund to the Child Nutrition Fund for cash contribution	348,653
General Fund to the Retiree Benefit Fund for retiree benefits	<u>513</u>
Total	\$ 451,680

OXNARD SCHOOL DISTRICT
Notes to Financial Statements
June 30, 2015

NOTE 5 – FUND BALANCES

At June 30, 2015, fund balances of the District’s governmental funds were classified as follows:

	General Fund	Cafeteria Fund	Building Fund	County School Facilities Fund	Bond Interest and Redemption Fund	Non-Major Governmental Funds	Total
Nonspendable:							
Revolving cash	\$ 20,000	\$ 206	\$ -	\$ -	\$ -	\$ -	\$ 20,206
Stores inventories	24,417	49,296	-	-	-	-	73,713
Prepaid expenditures	14,246	-	21,294	-	-	-	35,540
Total Nonspendable	58,663	49,502	21,294	-	-	-	129,459
Restricted:							
Categorical programs	2,819,932	-	-	-	-	-	2,819,932
Capital projects	-	-	27,370,799	9,147,029	-	5,958,153	42,475,981
Debt service	-	-	-	-	11,631,073	-	11,631,073
Total Restricted	2,819,932	-	27,370,799	9,147,029	11,631,073	5,958,153	56,926,986
Assigned:							
Instructional material adoption	2,000,000	-	-	-	-	-	2,000,000
Annual bus replacement reserve	100,000	-	-	-	-	-	100,000
Reserve for iPad replacement costs	122,488	-	-	-	-	-	122,488
Other assignments	5,004,961	-	-	-	-	-	5,004,961
Total Assigned	7,227,449	-	-	-	-	-	7,227,449
Unassigned:							
Reserve for economic uncertainties	5,004,961	-	-	-	-	-	5,004,961
Remaining unassigned balances	3,202,113	-	-	-	-	-	3,202,113
Total Unassigned	8,207,074	-	-	-	-	-	8,207,074
Total	\$ 18,313,118	\$ 49,502	\$ 27,392,093	\$ 9,147,029	\$ 11,631,073	\$ 5,958,153	\$ 72,490,968

OXNARD SCHOOL DISTRICT
Notes to Financial Statements
June 30, 2015

NOTE 6 – CAPITAL ASSETS AND DEPRECIATION

Capital asset activity for the year ended June 30, 2015, was as follows:

	Balance, July 1, 2014	Additions	Retirements	Balance, June 30, 2015
Capital assets not being depreciated:				
Land	\$ 27,138,791	\$ -	\$ -	\$ 27,138,791
Construction in progress	26,037,088	20,536,228	25,543,588	21,029,728
Total capital assets not being depreciated	<u>53,175,879</u>	<u>20,536,228</u>	<u>25,543,588</u>	<u>48,168,519</u>
Capital assets being depreciated:				
Improvement of sites	23,151,277	567,046	-	23,718,323
Buildings	200,771,905	25,975,661	-	226,747,566
Equipment	7,914,913	712,513	5,775	8,621,651
Total capital assets being depreciated	<u>231,838,095</u>	<u>27,255,220</u>	<u>5,775</u>	<u>259,087,540</u>
Accumulated depreciation for:				
Improvement of sites	(8,557,795)	(866,418)	-	(9,424,213)
Buildings	(29,508,002)	(3,418,910)	-	(32,926,912)
Equipment	(3,917,430)	(552,427)	(5,775)	(4,464,082)
Total accumulated depreciation	<u>(41,983,227)</u>	<u>(4,837,755)</u>	<u>(5,775)</u>	<u>(46,815,207)</u>
Total capital assets being depreciated, net	<u>189,854,868</u>	<u>22,417,465</u>	<u>-</u>	<u>212,272,333</u>
Governmental activity capital assets, net	<u>\$ 243,030,747</u>	<u>\$ 42,953,693</u>	<u>\$ 25,543,588</u>	<u>\$ 260,440,852</u>

Depreciation expense is allocated to the following functions in the statement of activities:

Instruction	\$ 2,660,231
Instructional Supervision and Administration	97,182
Instructional Library, Media and Technology	48,057
School Site Administration	242,421
Home-to-School Transportation	48,057
Food Services	193,297
All other Pupil Services	97,182
Community Services	48,057
All Other General Administration	145,240
Centralized Data Processing	48,057
Plant Services	1,209,974
	<u>\$ 4,837,755</u>

OXNARD SCHOOL DISTRICT
Notes to Financial Statements
 June 30, 2015

NOTE 7 – GENERAL LONG-TERM DEBT

Changes in long-term debt for the year ended June 30, 2015, were as follows:

	Balance, July 1, 2014*	Additions	Deductions	Balance, June 30, 2015	Amount Due Within One Year
General Obligation Bonds:					
Principal repayments	\$ 147,393,139	\$ 30,055,000	\$ 20,514,019	\$ 156,934,120	\$ 4,650,362
Accreted interest component	6,301,644	856,720	160,000	6,998,364	2,235,000
Unamortized issuance premium	4,146,410	1,631,112	296,162	5,481,360	352,958
Unamortized issuance discount	(39,591)	-	(2,083)	(37,508)	(2,084)
Total - Bonds	<u>157,801,602</u>	<u>32,542,832</u>	<u>20,968,098</u>	<u>169,376,336</u>	<u>7,236,236</u>
Certificates of Participation	4,600,800	-	258,900	4,341,900	268,300
Energy Retrofit Agreement	4,658,868	-	201,838	4,457,030	225,195
Compensated Absences	1,151,199	148,963	-	1,300,162	-
Other Postemployment Benefits	14,551,991	4,445,587	-	18,997,578	-
Net Pension Liability	124,401,439	-	24,212,078	100,189,361	-
Totals	<u>\$ 307,165,899</u>	<u>\$ 37,137,382</u>	<u>\$ 45,640,914</u>	<u>\$ 298,662,367</u>	<u>\$ 7,729,731</u>

* The beginning balance has been restated to reflect the retroactive implementation of GASB Statement No. 68 for the net pension liability.

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, other postemployment benefits, and net pension liabilities will be paid for by the fund for which the employee worked. Lease payments for the Energy Retrofit Agreement will be paid for by the General Fund.

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.

2015 General Obligation Refunding Bonds

On May 6, 2015 the District issued \$14,305,000 of General Obligation Refunding Bonds. The Bonds consist of \$10,675,000 serial bonds bearing fixed rates ranging from 2.0 to 5.0 percent with annual maturities from August 2015 through August 2034 and \$3,630,000 term bonds bearing a fixed interest rate of 3.375 percent due August 1, 2036. The net proceeds of \$15,096,453 (after issuance costs of \$237,159 and issue premium of \$1,028,612) 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, 2015

NOTE 7 – GENERAL LONG-TERM DEBT (continued)

A. General Obligation Bonds (continued)

2015 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 a deferred outflow of resources on the statement of net position and are amortized to interest expense over the life of the liability. As of June 30, 2015 deferred amounts on refunding of \$321,453 remain to be amortized (in addition to \$1,201,259 on previously refunded bonds), and the principal balance of \$14,775,000 was outstanding on the defeased debt.

The refunding decreased the District's total debt service payments by \$1,690,503. The transaction resulted in an economic gain (difference between the present value of the debt service on the old and the new bonds) of \$1,113,551.

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, 2014	Additions	Redeemed During Year	Refunded During Year	Outstanding, June 30, 2015
Measure M6 (2006)									
Series A	3.8% to 6.75%	2/22/2007	8/1/2036	32,000,000	\$ 16,285,000	\$ -	\$ 740,000	\$ 14,775,000	\$ 770,000
Series B	3.0% to 5.74%	7/11/2008	7/1/2033	31,997,467	29,782,467	-	885,000	-	28,897,467
Measure R (2012)									
Series A	2.0% to 5.0%	12/27/2012	8/1/2043	18,390,000	18,390,000	-	435,000	-	17,955,000
Series B	3.375%-5.0%	5/30/2013	8/1/2043	25,500,000	25,500,000	-	-	-	25,500,000
Series C	3.625%-5.75%	11/5/2014	8/1/2044	15,750,000	-	15,750,000	-	-	15,750,000
Refunding Issues									
1997 Ref.	3.5% to 7.8%	3/7/1997	8/1/2019	19,890,672	2,500,672	-	1,514,019	-	986,653
2001 Ref., Ser. A	3.9% to 5.75%	8/15/2001	8/1/2030	20,920,000	14,670,000	-	655,000	-	14,015,000
2010 Ref.	2.0% to 5.0%	3/7/2011	8/1/2023	10,750,000	9,755,000	-	750,000	-	9,005,000
2011 Ref.	2.0% to 5.0%	7/14/2011	8/1/2027	7,275,000	6,575,000	-	560,000	-	6,015,000
2012 Ref.	2.0% to 5.0%	7/2/2012	8/1/2033	12,240,000	12,100,000	-	-	-	12,100,000
2014 Ref.	4.0% to 5.0%	6/19/2014	8/1/2027	11,835,000	11,835,000	-	200,000	-	11,635,000
2015 Ref.	2.0% to 5.0%	5/6/2015	8/1/2036	14,305,000	-	14,305,000	-	-	14,305,000
					<u>\$ 147,393,139</u>	<u>\$ 30,055,000</u>	<u>\$ 5,739,019</u>	<u>\$ 14,775,000</u>	<u>\$ 156,934,120</u>
Accreted Interest:									
1997 Ref.				\$ 3,676,344	\$ 292,320	\$ 160,000	\$ -	\$ -	\$ 3,808,664
2006, Ser.B				2,625,300	564,400	-	-	-	3,189,700
					<u>\$ 6,301,644</u>	<u>\$ 856,720</u>	<u>\$ 160,000</u>	<u>\$ -</u>	<u>\$ 6,998,364</u>

The annual requirements to amortize general obligation bonds outstanding as of June 30, 2015 are as follows:

<i>Fiscal</i> Year	Principal	Interest	Total
2015-16	\$ 4,650,362	\$ 7,509,169	\$ 12,159,531
2016-17	4,409,970	7,534,658	11,944,628
2017-18	4,376,641	6,342,205	10,718,846
2018-19	4,452,107	6,158,990	10,611,097
2019-20	4,797,573	5,951,252	10,748,825
2020-25	29,465,000	24,530,125	53,995,125
2025-30	33,186,795	23,613,712	56,800,507
2030-35	26,490,672	22,458,921	48,949,593
2035-40	20,465,000	6,972,969	27,437,969
2040-45	24,640,000	2,671,350	27,311,350
Total	<u>\$ 156,934,120</u>	<u>\$ 113,743,351</u>	<u>\$ 270,677,471</u>

OXNARD SCHOOL DISTRICT
Notes to Financial Statements
June 30, 2015

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, 2015, the principal balance outstanding was \$4,341,900.

The annual requirements to amortize all outstanding certificates are as follows:

Fiscal Year	Principal	Interest	Total
2015-16	\$ 268,300	\$ 199,868	\$ 468,168
2016-17	282,600	186,784	469,384
2017-18	301,600	172,909	474,509
2018-19	315,400	158,256	473,656
2019-20	328,900	142,954	471,854
2020-25	1,927,300	456,311	2,383,611
2025-27	917,800	44,094	961,894
Total	<u>\$ 4,341,900</u>	<u>\$ 1,361,176</u>	<u>\$ 5,703,076</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
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	292,130	107,166	399,296
2019-20	304,082	98,372	402,454
2020-25	1,761,061	345,197	2,106,258
2025-28	1,311,397	69,952	1,381,349
	<u>\$ 4,457,030</u>	<u>\$ 991,903</u>	<u>\$ 5,448,933</u>

OXNARD SCHOOL DISTRICT
Notes to Financial Statements
June 30, 2015

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, 2014 is as follows:

	Ventura County Schools Self-Funding Authority	Ventura County Fast Action School Transit Authority
Assets	\$ 96,474,918	\$ 38,118
Liabilities	58,139,911	19,173
Net Assets	<u>\$ 38,335,007</u>	<u>\$ 18,945</u>
Revenues	\$ 24,046,274	\$ 114,724
Expenses	24,746,129	105,954
Operating Income	(699,855)	8,770
Non-Operating Income	321,377	152
Change in Net Assets	<u>\$ (378,478)</u>	<u>\$ 8,922</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, 2015, 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 2014-15, 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, 2015.

C. Construction Commitments

At June 30, 2015, the District had commitments with respect to unfinished capital projects of approximately \$231,000 to be paid from bond proceeds and developer fees.

NOTE 11 – PENSION PLANS

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 California State Teachers' Retirement System (CalSTRS), and classified employees are members of California Public Employees' Retirement System (CalPERS).

A. General Information about the Pension Plans

Plan Descriptions

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. Benefit provisions under the Plan are established by State statute and District resolution. CalSTRS issues publicly available reports that include a full description of the pension plan regarding benefit provisions, assumptions, and membership information that can be found on the CalSTRS website.

The District also 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. Benefit provisions under the Plan are established by State statute and District resolution. CalPERS issues publicly available reports that include a full description of the pension plan regarding benefit provisions, assumptions, and membership information that can be found on the CalPERS website.

Benefits Provided

CalSTRS provides retirement, disability, and death benefits. Retirement benefits are determined as 2 percent of final compensation for each year of credited service at age 60 for members under *CalSTRS 2% at 60*, or age 62 for members under *CalSTRS 2% at 62*, increasing to a maximum of 2.4 percent at age 63 for members under *CalSTRS 2% at 60*, or age 65 for members under *CalSTRS 2% at 62*. The normal retirement eligibility requirements are age 60 for members under *CalSTRS 2% at 60*, or age 62 for members under *CalSTRS 2% at 62*, with a minimum of five years of service credited under the Defined Benefit Program, which can include service purchased from teaching in an out-of-state or foreign public school.

NOTE 11 – PENSION PLANS (continued)

A. General Information about the Pension Plans (continued)

Benefits Provided (continued)

Employees are eligible for service-related disability benefits after five years of service, unless the member is disabled due to an unlawful act of bodily injury committed by another person while working in CalSTRS covered employment, in which case the minimum is one year. Disability benefits are equal to fifty percent of final compensation regardless of age and service credit. Designated recipients of CalSTRS retired members receive a \$6,163 lump-sum death payment. There is a 2 percent simple increase each September 1 following the first anniversary of the date on which the monthly benefit began to accrue. The annual 2 percent increase is applied to all continuing benefits other than Defined Benefit Supplement annuities. However, if the member retires with a Reduced Benefit Election, the increase does not begin to accrue until the member reaches age 60 and is not payable until the member receives the full benefit. This increase is also known as the improvement factor.

Pre-retirement death benefits range from a simple return of member contributions plus interest to a monthly allowance equal to half of what the member would have received at retirement paid to a spouse or domestic partner. To be eligible for any type of monthly pre-retirement death benefit, a spouse or domestic partner must have been either married to the member or legally registered before the occurrence of the injury or the onset of the illness that resulted in death, or for at least one year prior to death. Cost-of-living adjustments are provided by law and are based on the Consumer Price Index for all United States cities. Cost-of-living adjustments are paid the second calendar year of the member’s retirement on the May 1 check and then every year thereafter. The standard cost-of-living adjustment is a maximum of 2 percent per year.

Contributions

Active CalSTRS plan members were required to contribute 8.15% of their salary in 2014-15. The required employer contribution rate for fiscal year 2014-15 was 8.88% of annual payroll. The contribution requirements of the plan members are established by State statute. Active CalPERS plan members are required to contribute 7.0% of their salary and the District is required to contribute an actuarially determined rate. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The required employer contribution for fiscal year 2014-15 was 11.771%. The contribution requirements of the plan members are established by State statute.

For the fiscal year ended June 30, 2015, the contributions recognized as part of pension expense for each Plan were as follows:

	CalSTRS	CalPERS
Employer contributions	\$ 9,569,493	\$ 3,200,769
Employee contributions paid by employer	\$ -	\$ -

OXNARD SCHOOL DISTRICT
Notes to Financial Statements
June 30, 2015

NOTE 11 - PENSION PLANS (continued)

B. Pension Liabilities, Pension Expenses, and Deferred Outflows/Inflows of Resources Related to Pensions

As of June 30, 2015, the District reported net pension liabilities for its proportionate shares of the net pension liability of each Plan as follows:

	Proportionate Share of Net Pension Liability
CalSTRS	\$ 74,214,990
CalPERS	\$ 25,974,371
Total Net Pension Liability	<u>\$ 100,189,361</u>

The District's net pension liability for each Plan is measured as the proportionate share of the net pension liability. The net pension liability of each of the Plans is measured as of June 30, 2014, and the total pension liability for each Plan used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2013 rolled forward to June 30, 2014 using standard update procedures. The District's proportion of the net pension liability was based on a projection of the District's long-term share of contributions to the pension plans relative to the projected contributions of all participating employers, actuarially determined. The District's proportionate share of the net pension liability for each Plan as of June 30, 2013 and 2014 was as follows:

	<u>CalSTRS*</u>	<u>CalPERS</u>
Proportion - June 30, 2013	0.1270%	0.2180%
Proportion - June 30, 2014	<u>0.1270%</u>	<u>0.2288%</u>
Change - Increase (Decrease)	<u>0.0000%</u>	<u>0.0108%</u>

* The District's proportionate share percentage was not separately determined for June 30, 2013, so the June 30, 2014 percentage was used to calculate the beginning amounts.

For the year ended June 30, 2015, the District recognized pension expense of \$8,715,741. At June 30, 2015, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Pension contributions subsequent to measurement date	\$ 9,456,950	\$ -
Adjustment due to differences in proportions	1,534,137	-
Net differences between projected and actual earnings on plan investments	-	<u>(27,200,385)</u>
	<u>\$ 10,991,087</u>	<u>\$ (27,200,385)</u>

OXNARD SCHOOL DISTRICT
Notes to Financial Statements
June 30, 2015

NOTE 11 – PENSION PLANS (continued)

B. Pension Liabilities, Pension Expenses, and Deferred Outflows/Inflows of Resources Related to Pensions (continued)

The total amount of \$9,456,950 reported as deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2016. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized as pension expense as follows:

Year Ended June 30,	Amount
2016	\$ (5,502,797)
2017	(5,502,797)
2018	(5,502,797)
2019	-
2020	-
Thereafter	-

Actuarial Assumptions – The total pension liabilities in the June 30, 2013 actuarial valuations were determined using the following actuarial assumptions:

	<u>CalSTRS</u>	<u>CalPERS</u>
Valuation Date	June 30, 2013	June 30, 2013
Measurement Date	June 30, 2014	June 30, 2014
Actuarial Cost Method	Entry age normal	Entry age normal
Actuarial Assumptions:		
Discount Rate	7.60%	7.50%
Inflation	3.00%	2.75%
Wage Growth	3.75%	3.00%
Post-retirement Benefit Increase	2.00%	-
Investment Rate of Return	7.60%	7.50%

CalSTRS uses custom mortality tables to best fit the patterns of mortality among its members. These custom tables are based on RP2000 series tables adjusted to fit CalSTRS experience. RP2000 series tables are an industry standard set of mortality rates published by the Society of Actuaries. See CalSTRS July 1, 2006 - June 30, 2010 Experience Analysis for more information. The underlying mortality assumptions and all other actuarial assumptions used in the CalPERS June 30, 2013 valuation were based on the results of a January 2014 actuarial experience study for the period 1997 to 2011. Further details of the Experience Study can found on the CalPERS website.

Discount Rate – for CalSTRS

The discount rate used to measure the total pension liability was 7.60 percent. The projection of cash flows used to determine the discount rate assumed that contributions from plan members and employers will be made at statutory contribution rates in accordance with the rate increase per Assembly Bill 1469. Projected inflows from investment earnings were calculated using the long-term assumed investment rate of return (7.60 percent) and assuming that contributions, benefit payments, and administrative expense occur midyear. Based on those assumptions, the STRP's fiduciary net position was projected to be available to make all projected future benefit payments to current plan members.

NOTE 11 – PENSION PLANS (continued)

B. Pension Liabilities, Pension Expenses, and Deferred Outflows/Inflows of Resources Related to Pensions (continued)

Discount Rate – for CalSTRS (continued)

Therefore, the long-term assumed investment rate of return was applied to all periods of projected benefit payments to determine the total pension liability.

Discount Rate – for CalPERS

The discount rate used to measure the total pension liability was 7.50% for CalPERS. To determine whether the municipal bond rate should be used in the calculation of a discount rate for each plan, CalPERS stress tested plans that would most likely result in a discount rate that would be different from the actuarially assumed discount rate. Based on the testing, none of the tested plans run out of assets. Therefore, the current 7.50 percent discount rate is adequate and the use of the municipal bond rate calculation is not necessary. The long term expected discount rate of 7.50 percent will be applied to all plans in the Public Employees Retirement Fund (PERF). The stress test results are presented in a detailed report that can be obtained from the CalPERS website.

According to Paragraph 30 of Statement 68, the long-term discount rate should be determined without reduction for pension plan administrative expense. The 7.50 percent investment return assumption used in this accounting valuation is net of administrative expenses. Administrative expenses are assumed to be 15 basis points. An investment return excluding administrative expenses would have been 7.65 percent. Using this lower discount rate has resulted in a slightly higher Total Pension Liability and Net Pension Liability. CalPERS checked the materiality threshold for the difference in calculation and did not find it to be a material difference. CalPERS is scheduled to review all actuarial assumptions as part of its regular Asset Liability Management (ALM) review cycle that is scheduled to be completed in February 2018. Any changes to the discount rate will require Board action and proper stakeholder outreach. For these reasons, CalPERS expects to continue using a discount rate net of administrative expenses for GASB 67 and 68 calculations through at least the 2017-18 fiscal year. CalPERS will continue to check the materiality of the difference in calculation until such time as we have changed our methodology.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. The best-estimate ranges were developed using capital market assumptions from CalSTRS general investment consultant (Pension Consulting Alliance-PCA) as an input to the process. Based on the model from CalSTRS consulting actuary's (Milliman) investment practice, a best estimate range was determined by assuming the portfolio is re-balanced annually and that annual returns are lognormally distributed and independent from year to year to develop expected percentiles for the long-term distribution of annualized returns. The assumed asset allocation by PCA is based on board policy for target asset allocation in effect on February 2, 2012, the date the current experience study was approved by the board.

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations as well as the expected pension fund cash flows. Using historical returns of all the funds' asset classes, expected compound returns were calculated over the short-term (first 10 years) and the long-term (11-60 years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund.

OXNARD SCHOOL DISTRICT
Notes to Financial Statements
 June 30, 2015

NOTE 11 – PENSION PLANS (continued)

B. Pension Liabilities, Pension Expenses, and Deferred Outflows/Inflows of Resources Related to Pensions (continued)

Discount Rate – for CalPERS (continued)

The expected rate of return was set by calculating the single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equivalent to the single equivalent rate calculated above and rounded down to the nearest one quarter of one percent.

The table below reflects the long-term expected real rate of return by asset class. The rate of return was calculated using the capital market assumptions applied to determine the discount rate and asset allocation. These rates of return are net of administrative expenses.

Asset Class	Target Allocation		Long-Term Expected Rate of Return	
	CalSTRS	CalPERS	CalSTRS	CalPERS
Global Equity	47%	47%	4.5%	5.7%
Global Fixed Income	N/A	19%	N/A	2.4%
Inflation Sensitive	5%	6%	3.2%	3.4%
Private Equity	12%	12%	6.2%	7.0%
Real Estate	15%	11%	4.4%	5.1%
Infrastructure and Forestland	N/A	3%	N/A	5.1%
Fixed Income	20%	N/A	0.2%	N/A
Liquidity	1%	2%	0.0%	-1.1%
	<u>100%</u>	<u>100%</u>		

Sensitivity of the Proportionate Share of the Net Pension Liability to Changes in the Discount Rate

The following presents the District’s proportionate share of the net pension liability for each Plan, calculated using the discount rate for each Plan, as well as what the District’s proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage point lower or 1-percentage point higher than the current rate:

	CalSTRS	CalPERS
1% Decrease	6.60%	6.50%
Net Pension Liability	\$ 115,681,760	\$ 45,564,976
Current Discount Rate	7.60%	7.50%
Net Pension Liability	\$ 74,214,990	\$ 25,974,371
1% Increase	8.60%	8.50%
Net Pension Liability	\$ 39,639,240	\$ 9,604,445

Pension Plan Fiduciary Net Position

Detailed information about each pension plan’s fiduciary net position is available in the separately issued CalSTRS and CalPERS financial reports.

OXNARD SCHOOL DISTRICT
Notes to Financial Statements
June 30, 2015

NOTE 11 – PENSION PLANS (continued)

C. Payable to the Pension Plans

At June 30, 2015, the District reported a payable of \$28,634 and \$13,304 for the outstanding amount of contributions to the CalSTRS and CalPERS pension plans, respectively, required for the fiscal year ended June 30, 2015.

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*	259
Active plan members*	1,237
Total	1,496

* As of July 1, 2015, actuarial valuation

Following is a description of the retiree benefit plan that applies to those hired prior to January 1, 2012. Those hired on or after January 1, 2012 have not entitlement to retiree health benefits.

	<u>OEA</u>	<u>CSEA</u>	<u>Management</u>	<u>OSSA</u>
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, 2015

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	\$ 8,169,923
Interest on net OPEB obligation	654,840
Adjustment to annual required contribution	<u>(719,639)</u>
Annual OPEB cost	8,105,124
Contributions made	<u>(3,659,537)</u>
Increase in net OPEB obligation	4,445,587
Net OPEB obligation – July 1, 2014	<u>14,551,991</u>
Net OPEB obligation – June 30, 2015	<u>\$ 18,997,578</u>

The District’s annual OPEB cost, the percentage of annual OPEB cost contributed to the plan, and the net OPEB obligation for 2014-15 and the preceding two years are as follows:

Year Ended June 30,	Annual OPEB Cost	Percentage Contributed	Net OPEB Obligation
2013	\$ 6,463,002	56.5%	\$ 11,857,947
2014	\$ 6,478,963	58.4%	\$ 14,551,991
2015	\$ 8,105,124	45.1%	\$ 18,997,578

Funded Status and Funding Progress – OPEB Plans

As of July 1, 2015, the District had plan assets of \$7,312,052. The actuarial accrued liability (AAL) for benefits was \$78.3 million and the unfunded actuarial accrued liability (UAAL) was \$71.0 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 July 1, 2015 actuarial valuation, entry age normal method was used. The actuarial assumptions included a 4.5 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 percent method. The remaining amortization period at June 30, 2015, was 25 years.

OXNARD SCHOOL DISTRICT
Notes to Financial Statements
June 30, 2015

NOTE 13 – SUBSEQUENT EVENT

On August 4, 2015, the District issued General Obligation Bonds, Election of 2012, Series D, in the amount of \$30,360,000. The bonds were issued to finance projects authorized by voters under Measure R.

NOTE 14 – ADJUSTMENTS FOR RESTATEMENT

The District made the following adjustments, which affected beginning balances as follows:

	Government-wide Statement of Activities	General Fund
	<u> </u>	<u> </u>
Adjustment for accounts payable understated	\$ (813,258)	\$ (813,258)
Retroactive implementation of GASB No. 68	<u>(117,144,321)</u>	<u>-</u>
Total	<u>\$ (117,957,579)</u>	<u>\$ (813,258)</u>

Required Supplementary Information

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OXNARD SCHOOL DISTRICT*Budgetary Comparison Schedule – General Fund
For the Fiscal Year Ended June 30, 2015*

	Budgeted Amounts		Actual* (Budgetary Basis)	Variance with Final Budget - Pos (Neg)
	Original	Final		
Revenues				
LCFF Sources	\$ 125,566,777	\$ 125,832,922	\$ 127,311,382	\$ 1,478,460
Federal Sources	13,594,427	18,113,267	13,065,616	(5,047,651)
Other State Sources	9,822,495	12,228,944	15,169,410	2,940,466
Other Local Sources	8,494,845	10,153,934	9,620,057	(533,877)
Total Revenues	157,478,544	166,329,067	165,166,465	(1,162,602)
Expenditures				
Current:				
Certificated Salaries	69,366,806	74,015,184	74,077,090	(61,906)
Classified Salaries	22,783,045	24,215,208	24,538,680	(323,472)
Employee Benefits	32,115,656	31,192,729	34,125,661	(2,932,932)
Books and Supplies	9,399,467	18,011,919	11,948,334	6,063,585
Services and Other Operating Expenditures	18,659,355	22,398,935	18,170,161	4,228,774
Transfers of Indirect Costs	(415,556)	(445,129)	(432,478)	(12,651)
Capital Outlay	443,300	1,771,995	1,438,619	333,376
Other Outgo	2,825,530	2,609,071	2,494,327	114,744
Total Expenditures	155,177,603	173,769,912	166,360,394	7,409,518
Excess (Deficiency) of Revenues Over (Under) Expenditures	2,300,941	(7,440,845)	(1,193,929)	6,246,916
Other Financing Sources and Uses				
Interfund Transfers In	-	102	102	-
Interfund Transfers Out	(955,249)	(1,036,878)	(574,168)	462,710
Total Other Financing Sources and Uses	(955,249)	(1,036,776)	(574,066)	462,710
Excess (Deficiency) of Revenues and Other Expenditures and Other Financing Uses	1,345,692	(8,477,621)	(1,767,995)	6,709,626
Fund Balances, July 1, 2014	13,088,879	21,680,426	20,771,884	(908,542)
Fund Balances, June 30, 2015	\$ 14,434,571	\$ 13,202,805	\$ 19,003,889	\$ 5,801,084

* 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 and the Special Reserve Fund for Other Than Capital Outlay Projects, in accordance with the fund type definitions promulgated by GASB Statement No. 54.

On-behalf payments of \$3,301,485 have been included in the Statement of Revenues, Expenditures, and Changes in Fund Balances and are also included in the actual amounts above, but not in the budgeted amounts.

OXNARD SCHOOL DISTRICT*Budgetary Comparison Schedule – Cafeteria Fund
For the Fiscal Year Ended June 30, 2015*

	Budgeted Amounts		Actual* (Budgetary Basis)	Variance with Final Budget - Pos (Neg)
	Original	Final		
Revenues				
Federal Sources	\$ 7,050,853	\$ 7,592,517	\$ 8,555,145	\$ 962,628
Other State Sources	542,746	542,746	594,554	51,808
Other Local Sources	658,800	662,100	731,335	69,235
Total Revenues	8,252,399	8,797,363	9,881,034	1,083,671
Expenditures				
Current:				
Classified Salaries	3,100,388	3,380,494	3,419,072	(38,578)
Employee Benefits	1,055,947	1,107,443	1,091,503	15,940
Books and Supplies	4,486,000	4,541,384	5,124,161	(582,777)
Services and Other Operating Expenditures	187,893	179,393	125,675	53,718
Transfers of Indirect Costs	377,420	396,465	388,490	7,975
Capital Outlay	-	97,982	92,072	5,910
Total Expenditures	9,207,648	9,703,161	10,240,973	(537,812)
Excess (Deficiency) of Revenues Over (Under) Expenditures	(955,249)	(905,798)	(359,939)	545,859
Other Financing Sources and Uses				
Interfund Transfers In	955,249	931,798	348,653	(583,145)
Excess (Deficiency) of Revenues and Other Financing Sources Over (Under) Expenditures and Other Financing Uses	-	26,000	(11,286)	(37,286)
Fund Balances, July 1, 2014	-	-	60,788	60,788
Fund Balances, June 30, 2015	\$ -	\$ 26,000	\$ 49,502	\$ 23,502

OXNARD SCHOOL DISTRICT
Schedule of Funding Progress
For the Fiscal Year Ended June 30, 2015

Actuarial Valuation Date	Value of Assets	Actuarial Accrued Liability (AAL)	Unfunded AAL (UAAL)	Funded Ratio	Covered Payroll	UAAL as a Percentage of Covered Payroll
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
July 1, 2015	\$7,312,052	\$78,320,326	\$71,008,274	9.3%	N/A	N/A

OXNARD SCHOOL DISTRICT

*Schedule of Proportionate Share of the Net Pension Liability
For the Fiscal Year Ended June 30, 2015*

Last Ten Fiscal Years*

	<u>2014</u>
District's proportion of the net pension liability (asset):	
CalSTRS	0.127%
CalPERS	0.229%
District's proportionate share of the net pension liability (asset):	
CalSTRS	\$ 74,214,990
CalPERS	\$ 25,974,371
District's covered-employee payroll:	
CalSTRS	\$ 63,059,794
CalPERS	\$ 23,660,479
District's proportionate share of the net pension liability (asset) as a percentage of its covered-employee payroll:	
CalSTRS	117.7%
CalPERS	109.8%
Plan fiduciary net position as a percentage of the total pension liability:	
CalSTRS	76.5%
CalPERS	83.4%

* *This schedule is required to show information for ten years; however, until a full ten year trend is compiled, information is presented for those years for which information is available.*

OXNARD SCHOOL DISTRICT
Schedule of Contributions
For the Fiscal Year Ended June 30, 2015

Last Ten Fiscal Years*

	<u>2014</u>
Actuarially determined contribution:	
CalSTRS	\$ 5,202,433
CalPERS	\$ 2,702,232
Contributions in relation to the actuarially determined contribution:	
CalSTRS	\$ 5,202,433
CalPERS	<u>\$ 2,702,232</u>
Contribution deficiency (excess):	
CalSTRS	<u>\$ -</u>
CalPERS	<u>\$ -</u>
District's covered-employee payroll:	
CalSTRS	\$ 63,059,794
CalPERS	\$ 23,660,479
Contributions as a percentage of covered-employee payroll:	
CalSTRS	8.25%
CalPERS	11.442%

* *This schedule is required to show information for ten years; however, until a full ten year trend is compiled, information is presented for those years for which information is available.*

OXNARD SCHOOL DISTRICT

Notes to Required Supplementary Information For the Fiscal Year Ended June 30, 2015

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.

Schedule of Proportionate Share of the Net Pension Liability

This schedule is required by GASB Statement No. 68 and is required for all employers in a cost-sharing pension plan. The schedule reports the following information:

- The proportion (percentage) of the collective net pension liability (similar to the note disclosure)
- The proportionate share (amount) of the collective net pension liability
- The employer's covered-employee payroll
- The proportionate share (amount) of the collective net pension liability as a percentage of the employer's covered-employee payroll
- The pension plan's fiduciary net position as a percentage of the total pension liability

Schedule of Contributions

This schedule is required by GASB Statement No. 68 and is required for all employers in a cost-sharing pension plan. The schedule reports the following information:

- If an employer's contributions to the plan are actuarially determined or based on statutory or contractual requirements: the employer's actuarially determined contribution to the pension plan (or, if applicable, its statutorily or contractually required contribution), the employer's actual contributions, the difference between the actual and actuarially determined contributions (or statutorily or contractually required), and a ratio of the actual contributions divided by covered-employee payroll.

OXNARD SCHOOL DISTRICT

*Notes to Required Supplementary Information
For the Fiscal Year Ended June 30, 2015*

NOTE 2 - EXCESS OF EXPENDITURES OVER APPROPRIATIONS

At June 30, 2015, the District incurred the following excess of expenditures over appropriations in individual major funds presented in the Budgetary Comparison Schedule:

General Fund:		
Certificated Salaries	\$	61,906
Classified Salaries		323,472
Employee Benefits		2,932,932
Transfers of Indirect Costs		12,651
Cafeteria Fund:		
Classified Salaries	\$	38,578
Books and Supplies		582,777

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Supplementary Information

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OXNARD SCHOOL DISTRICT

Local Educational Agency Organization Structure

June 30, 2015

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
Mrs. Veronica Robles-Solis	President	November, 2018
Mr. Albert "Al" Duff, Sr.	Clerk	November, 2016
Mr. Ernest "Mo" Morrison	Member	November, 2018
Mr. Denis O'Leary	Member	November, 2016
Mrs. Debra Cordes	Member	November, 2018

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, 2015

	Second Period Report	Annual Report
	Certificate No. (A3624F08)	Certificate No. (F458BBAD)
Regular ADA:		
Transitional Kindergarten through Third	7,775.95	7,780.27
Fourth through Sixth	5,339.67	5,332.10
Seventh through Eighth	3,271.15	3,266.06
Total Regular ADA	<u>16,386.77</u>	<u>16,378.43</u>
Special Education, Nonpublic, Nonsectarian Schools:		
Transitional Kindergarten through Third	6.58	6.84
Fourth through Sixth	1.16	1.16
Seventh through Eighth	5.62	5.74
Total Special Education, Nonpublic, Nonsectarian Schools	<u>13.36</u>	<u>13.74</u>
Total ADA	<u><u>16,400.13</u></u>	<u><u>16,392.17</u></u>

OXNARD SCHOOL DISTRICT
Schedule of Instructional Time
For the Fiscal Year Ended June 30, 2015

Grade Level	1986-87 Minutes		2014-15 Actual Minutes	Number of Days Traditional Calendar	Status
	Previously Required	Reduced*			
Kindergarten	36,000	35,000	47,412	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	61,002	180	Complied
Grade 7	54,000	52,500	61,002	180	Complied
Grade 8	54,000	52,500	61,002	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, 2015

General Fund	(Budget) 2016 ²	2015 ³	2014	2013
Revenues and other financing sources	\$ 181,567,569	\$ 165,166,567	\$ 142,667,347	\$ 132,246,351
Expenditures	178,946,525	166,360,394	139,281,339	130,196,849
Other uses and transfers out	1,625,993	574,168	166,248	857,406
Total outgo	180,572,518	166,934,562	139,447,587	131,054,255
Change in fund balance (deficit)	995,051	(1,767,995)	3,219,760	1,192,096
Ending fund balance	\$ 19,998,940	\$ 19,003,889	\$ 20,771,884	\$ 17,552,124
Available reserves ¹	\$ 9,038,783	\$ 8,207,074	\$ 4,962,798	\$ 14,278,130
Available reserves as a percentage of total outgo	5.0%	4.9%	3.6%	10.9%
Total long-term debt ⁴	\$ 290,932,636	\$ 298,662,367	\$ 307,165,899	\$ 183,358,876
Average daily attendance at P-2	16,400	16,400	16,328	15,827

The General Fund balance has increased by \$1,451,765 over the past two years. The fiscal year 2015-16 adopted budget projects an increase of \$995,051. 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 incurred an operating deficit in only one of the past three years, and anticipates incurring an operating surplus during the 2015-16 fiscal year. Long-term debt has increased by \$115,303,491 over the past two years.

Average daily attendance has increased by 573 over the past two years. ADA is anticipated to stay the same during fiscal year 2015-16.

¹ Available reserves consist of all unassigned fund balances in the General Fund.

² Revised Final Budget September, 2015.

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 and the Special Reserve Fund for Other Than Capital Outlay Projects, in accordance with the fund type definitions promulgated by GASB Statement No. 54.

⁴ Governmental activities as restated.

OXNARD SCHOOL DISTRICT

*Reconciliation of Annual Financial and Budget Report with Audited Financial Statements
For the Fiscal Year Ended June 30, 2015*

	<u>General Fund</u>	<u>Building Fund Fund</u>
June 30, 2015, annual financial and budget report fund balance	\$ 19,003,889	\$ 28,527,148
Adjustments and reclassifications:		
Increase (decrease) in total fund balances:		
Accounts payable understated	<u>(813,258)</u>	<u>(1,135,055)</u>
June 30, 2015, audited financial statement fund balances	<u>\$ 18,190,631</u>	<u>\$ 27,392,093</u>
Fund Balance of Special Reserve Fund for Other Than Capital Outlay Projects and the Deferred Maintenance Fund reported within the General Fund	<u>122,487</u>	
June 30, 2015, audited financial statement fund balances as reported	<u>\$ 18,313,118</u>	

OXNARD SCHOOL DISTRICT
Schedule of Expenditures of Federal Awards
For the Fiscal Year Ended June 30, 2015

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 - Especially Needy	10.553	13526	\$ 1,094,887	
National School Lunch Program	10.555	13523	6,260,662	
USDA Donated Foods	10.555	N/A	<u>658,313</u>	
Total Child Nutrition Cluster				\$ 8,013,862
Fresh Fruit and Vegetable Program	10.582	14968		463,635
National School Lunch Program Equipment Assistance Grant	10.579	14906		<u>77,648</u>
Total U.S.Department of Agriculture				<u>8,555,145</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	84.010	14329		3,160,260
Title I, Part C, Migrant Education	84.011	14326	11,868	
Title I, Migrant Education - Summer Program	84.011	10005	<u>25,582</u>	
Total Title I, Part C, Migrant Education Cluster				37,450
Title II, Part A, Teacher Quality Local	84.367	14341		796,974
Title III, Immigrant Education Program	84.365	15146	37,938	
Title III, Limited English Proficiency	84.365	14346	<u>825,106</u>	
Total English Language Acquisition Grants Cluster				863,044
Individuals with Disabilities Education Act (IDEA):				
Local Assistance Entitlement	84.027	13379	2,769,810	
IDEA Preschool Grants, Part B, Section 619	84.173	13430	126,238	
IDEA Preschool Local Entitlement, Part B, Section 611	84.027A	13682	<u>260,937</u>	
Total Special Education (IDEA) Cluster				3,156,985
Title X, McKinney-Vento Homeless Children Assistance Grants	84.196	14332		22,073
Magnet Schools Assistance Program	84.165A	Unknown		<u>4,287,657</u>
Total U.S.Department of Education				<u>12,324,443</u>
U.S.Department of Health & Human Services:				
Passed through California Dept. of Education:				
Medi-Cal Billing Option	93.778	10013	742,877	
Medi-Cal Administrative Activities (MAA)	N/A	10060	<u>181,117</u>	
Total Medicaid Cluster				<u>923,994</u>
Total U.S. Department of Health & Human Services				<u>923,994</u>
Total Expenditures of Federal Awards				<u>\$ 21,803,582</u>

OXNARD SCHOOL DISTRICT

Note to Supplementary Information

June 30, 2015

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.

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.

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.

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Other Independent Auditors' Reports

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**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, 2015, 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 8, 2015.

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.

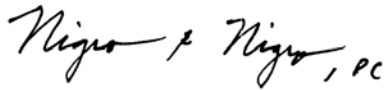
Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not 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.

A handwritten signature in cursive script that reads "Nigro & Nigro, PC".

Murrieta, California
December 8, 2015

INDEPENDENT AUDITORS' REPORT ON STATE COMPLIANCE

Board of Trustees
Oxnard School District
Oxnard, California

Report on State Compliance

We have audited Oxnard School District's compliance with the types of compliance requirements described in the *2014-15 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting* that could have a direct and material effect on each of the Oxnard School District's state government programs as noted on the following page for the fiscal year ended June 30, 2015.

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 *2014-15 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. 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.

In connection with the audit referred to on the prior page, we selected and tested transactions and records to determine the District's compliance with the State laws and regulations applicable to the following items:

Description	Procedures Performed
Attendance	Yes
Teacher Certification and Misassignments	Yes
Kindergarten Continuance	Yes
Independent Study	Not Applicable
Continuation Education	Not Applicable
Instructional Time	Yes
Instructional Materials	Yes
Ratio of Administrative Employees to Teachers	Yes
Classroom Teacher Salaries	Yes
Early Retirement Incentive	Not Applicable
Gann Limit Calculation	Yes
School Accountability Report Card	Yes
Juvenile Court Schools	Not Applicable
Middle or Early College High Schools	Not Applicable
K-3 Grade Span Adjustment	Yes
Transportation Maintenance of Effort	Yes
Regional Occupation Centers or Programs Maintenance of Effort	Not Applicable
Adult Education Maintenance of Effort	Not Applicable
California Clean Energy Jobs Act	Yes
After School Education and Safety Program	Yes
Proper Expenditure of Education Protection Account Funds	Yes
Common Core Implementation Funds	Yes
Unduplicated Local Control Funding Formula Pupil Counts	Yes
Local Control and Accountability Plan	Yes
Charter Schools:	
Attendance	Not Applicable
Mode of Instruction	Not Applicable
Nonclassroom-Based Instruction/Independent Study	Not Applicable
Determination of Funding for Nonclassroom-Based Instruction	Not Applicable
Annual Instructional Minutes – Classroom Based	Not Applicable
Charter School Facility Grant Program	Not Applicable

Unmodified Opinion on Compliance with State Programs

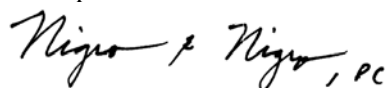
In our opinion, Oxnard School District complied, in all material respects, with the types of compliance requirements referred to above for the year ended June 30, 2015.

Other Matter

The results of our auditing procedures disclosed an instance of noncompliance with the compliance requirements referred to above, which is required to be reported in accordance with *2014-15 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, and which is described in the accompanying schedule of findings and questioned costs as Finding 2015-1.

District's Response to Finding

Oxnard School District's response to the compliance finding identified in our audit is described in the accompanying schedule of findings and questioned costs. Oxnard School District's response was not subjected to the auditing procedures in the audit of compliance and, accordingly, we express no opinion on the response.



Murrieta, California
December 8, 2015

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR
EACH MAJOR FEDERAL PROGRAM AND ON
INTERNAL CONTROL OVER COMPLIANCE
REQUIRED BY OMB CIRCULAR A-133**

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, 2015. 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, 2015.

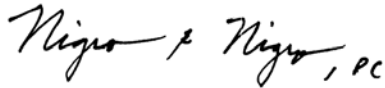
Report on Internal Control Over Compliance

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 8, 2015

Findings and Questioned Costs

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OXNARD SCHOOL DISTRICT

*Schedule of Audit Findings and Questioned Costs
For the Fiscal Year Ended June 30, 2015*

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>None noted</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>None noted</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>10.553, 10.555</u>	<u>Child Nutrition Cluster</u>
<u>84.365</u>	<u>Title III, Limited English Proficiency</u>

Dollar threshold used to distinguish between Type A and Type B programs:	<u>\$ 654,107</u>
Auditee qualified as low-risk auditee?	<u>Yes</u>

State Awards

Type of auditors' report issued on compliance for state programs:	<u>Unmodified</u>
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OXNARD SCHOOL DISTRICT

*Schedule of Audit Findings and Questioned Costs
For the Fiscal Year Ended June 30, 2015*

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
42000	Charter School Facilities Programs
50000	Federal Compliance
60000	Miscellaneous
61000	Classroom Teacher Salaries
62000	Local Control Accountability Plan
70000	Instructional Materials
71000	Teacher Misassignments
72000	School Accountability Report Card

There were no financial statement findings in 2014-15.

OXNARD SCHOOL DISTRICT

*Schedule of Audit Findings and Questioned Costs
For the Fiscal Year Ended June 30, 2015*

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 2014-15.

OXNARD SCHOOL DISTRICT

Schedule of Audit Findings and Questioned Costs For the Fiscal Year Ended June 30, 2015

SECTION IV - STATE AWARD FINDINGS AND QUESTIONED COSTS

This section identifies the audit findings pertaining to noncompliance with state program rules and regulations.

Finding 2015-1: School Accountability Report Card (72000)

Criteria: In accordance with Education Code §33126, the school is to provide an accountability report card to include safety, cleanliness, and adequacy of school facilities, to include any needed maintenance to ensure good repair. The condition reported should be supported by the school's Facilities Inspection Tool (FIT), School Facilities Condition Evaluation as required by Ed Code §17002. In addition, according to Education Code §35256, the governing board must publish the School Accountability Report Card (SARC) for each school by February 1st of each year.

Condition: It was noted that the School Facility Repair Status on the SARC for Harrington Elementary School did not match the FIT form.

Question Costs: None.

Context: The error was noted for one of the four schools selected.

Cause: The SARC reported the "External" in fair condition, while the FIT form stated a good rating.

Effect: Without proper compliance, the public will be misinformed on the status of the school's facilities.

Recommendation: We recommend that an employee verify the information presented in the SARC. In addition, the SARCs should be published on an annual basis by February 1st.

District Response: After further review the District has determined that there was a clerical error in the reporting to SARC for the 2014 Facilities condition at Harrington School. The correct information as reported on the 2014 FIT report for Harrington School should have been rated "Good" in the external condition section and not "Fair" as reported to SARC. Future reporting will be monitored to ensure accuracy.

OXNARD SCHOOL DISTRICT
Summary Schedule of Prior Audit Findings
For the Fiscal Year Ended June 30, 2015

There were no findings or questioned costs in 2013-14.

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: January 20, 2016

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

APPROVAL OF 2015-16 ONE-TIME FUNDING USES (Morales/Cline)

The Administration will provide a presentation incorporating a proposed list of suggestions for the use of the one-time funds included in the 2015-16 Adopted Budget. The list is submitted by the Budget Advisory Committee via the Superintendent for the Board’s review.

FISCAL IMPACT

\$8.6 Million in one-time funding received.

RECOMMENDATION

It is the recommendation of the Superintendent and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees review and provide direction relative to the proposed list of suggestions submitted by the Budget Advisory Committee for the use of the 2015-16 one-time funds.

ADDITIONAL MATERIAL

Attached: PowerPoint Presentation: 2015-16 Proposed One-time Funding Uses (15 pages)

DISTRICT GOAL(S)

2015-16 Proposed One-Time Funding Uses

JANUARY 20, 2016



Introduction

The 2015-16 State Adopted Budget included funding of one-time dollars due to increased state revenues in the 2015-16 fiscal year.

The amount OSD is receiving is \$529/student, for a total of \$8.6 million.

At the direction of the Board of Trustees, the Budget Advisory Committee was utilized to prioritize items for use of these funds.

Budget Advisory Committee (BAC)

The BAC is a Superintendent's Committee.

Thank you to the following members of the committee for their hard work:

Mr. Denis O'Leary	Board of Trustees
Mr. Ernie Morrison	Board of Trustees Alternate
Mrs. Sylvia Cates	PTA
Ms. Nancy Lindholm	Community-at-Large
Dr. Edd Bond	Middle School Principal
Ms. Carol Flores-Beck	Elementary School Principal (K-8)
Dr. Shannon Coletti	Elementary School Principal (K-5)
Ms. Robin Lefkovits	OEA
Ms. Anjanette Carrillo	OEA Alternate
Ms. Brenda Muth	OSSA
Mr. Jabbar Wofford	CSEA
Mrs. Ginny Whitt	CSEA Alternate
Mrs. Noemi Valdes	Classified Management

BAC cont'd.

The BAC met 3 times.

BAC Members were asked to survey their representative groups for input regarding suggested items to place in review.

A list of these items were then presented to the entire BAC for evaluation.

BAC cont'd.

The same method that we used during the Budget reduction years was used to rate and rank the suggestions received. All items were ranked based on their importance, urgency and ease to implement.

The final list after ranking was then reviewed and discussed and the following recommendations were made to the Superintendent:

Implement Now

	Expenditure Idea	Budget Comment	Total Pts	BAC Group Comment	Cost
1	Classroom novel sets for upper grades at K-8's		16.1	BAC recommends \$75 per student	\$ 1,275,000
9	Water refill stations at every school and reusable water bottles for every student		11.6	Ritchen PTA did this, Cost was \$800 each	\$ 25,000
27	AR (Accelerated Reader books and quizzes for classrooms	Book sets & series/English & Spanish 22	8.3	BAC suggest \$15 per student	\$ 255,000
28	Deferred Maintenance Projects - roofing	Estimated cost is \$2,000,000-4,000,000 per site. 3 urgent sites.	8.2	need to do, may cause more damage if left undone	\$ 2,000,000
29	Vision Screener	3 machines at \$8K each = \$24,000	8.2	yes do	\$ 24,000
38	Cameras for School Buses	Approximate cost \$50,000	6.1	good idea to support behavior	\$ 50,000
43	Stage for Promotions, etc. (for outdoor use)		5.4	good idea. There is a need	\$ 75,000
50	Water filters in both kitchens (at ESC)		4.7	same as water bottle filling stations	\$ -
58	Charging stations for Ipads	665 classrooms at \$250 each	4.1	need at least one per site (better per classroom)	\$ 175,000
	Mariachi Instruments fro Haydock and Harrington	added by Superintendent			\$ 50,000
				Total	\$ 3,929,000

Implement Now

Also, two projects that need to be done in our District

- Replace Mechanic's barn at the Transportation office to comply with CNG requirements (\$1,500,000)
- Move the BEST Program from Marina West to San Miguel. This better serves the students and staff and will free up 3 classrooms at Marina West (\$1,200,000)

Already Being Done

	Expenditure Idea	Budget Comment	Total Pts	BAC Group Comment
	New laptops/iPads for all 4 teachers/coaches/admin		15.0	This is being funded and done with equipment replacement funds by IT Dept.
46	Promethean Board refurbishing (new bulbs or projectors or ?)		5.2	This is being done with equipment replacement funds by IT Dept.

Needs Further Research

	Expenditure Idea	Budget Comment	Total Pts	BAC Group Comment
6	PE equipment for every elementary school (SPARKS)		14.4	Survey sites to see the need for the program or wants and then follow up
14	Playground structure replacement	Handball walls, swings, jungle gyms, tetherballs 5	10.5	look into the circuit training equipment, do site survey
16	Facilities upgrades (i.e. blinds, flooring)		10.1	look into replacing or updating all blinds
24	Shaded area for patio outdoor eating		8.4	look at highly impacted sites that have not had updates or new construction
25	Provide more resources to our libraries, i.e. books, electronics, supplies, etc.		8.4	needs assessment of the librarians and sites to see what is needed
36	Sound systems - all sites		6.8	needs assessment to see who needs them
52	Look into solar panels at all school sites as well as at the other district-owned buildings		4.6	look at in conjunction with shade structures and look into alternate funding
66	Wireless printers/printers for every classroom		3.4	do a needs assessment
71	More assistance for DLI		2.5	look into what can be provided at the classroom level
72	Offer Golden Handshake		2.4	look into the possibility
74	New student desks and chairs		2.2	needs assessment

Negotiable Items

	Expenditure Idea	Budget Comment	Total Pts	BAC Group Comment
7	Increase salary schedule		14.4	yes consider this
64	Offer professional development at the daily rate of pay		3.6	negotiable

Referred to Educational Services

	Expenditure Idea	Budget Comment	Total Pts	BAC Group Comment
19	District-wide credit recovery program for middle school (after school? weekends?)		9.7	highly recommend that sites offer this - need more push
23	Up to date/common core materials for all subjects - novels and informational texts		8.6	include ELA adoption, look NGSS
39	Curriculum for ELD classes		5.8	need clarification on what is the curriculum, what they should use.

Not one-time Expenditures Referred to LCAP Committee

	Expenditure Idea	Budget Comment	Total Pts	BAC Group Comment
5	Reopen Nueva Vista or something similar to take extreme behavior problems off campuses		14.6	
10	Increase district contribution to insurance		11.6	
11	Raise sub pay		11.1	
13	Enrichment programs for all - the arts, performing arts, music, visual arts, etc.		10.6	
18	More aides in classroom, ISP's for ELD classes		9.9	
32	Hire Music/Art teachers at each site		7.2	
42	Elementary PE Specialists for K-5 at every elementary school		5.4	
57	Extend librarian hours, outreach specialist, campus aides		4.1	
70	Hire a GATE Coordinator or Director as well as GATE TOSAs		2.5	
75	Hire an examiner to give IPT tests		1.9	
78	Pay sports coaches		1.5	
80	Additional stipend for DLI teachers		1.2	

Removed by Cabinet

	Expenditure Idea	Budget Comment	Total Pts	BAC Group Comment
20	All weather track for each middle school		8.9	could one site be done? Need for this for students in city, no other options
63	Class size reduction for all grades	Not EST's (purchase portables) 28	3.6	Cost to place 1 portable classroom is approximately \$450,000, could do 15 classrooms using all of these funds and that is not enough to do another grade of CSR
73	Wrought iron fencing in front of schools with exterior fencing to replace 8' chain link fencing		2.2	Haydock as an example, the look of the school has an effect on open enrollment and atmosphere

Removed from List by BAC

	Expenditure Idea	Budget Comment	Total Pts	BAC Group Comment	
2	Replace old copy machines and purchase more		11	15.5	This is done as a District wide contract - no need to use one-time funds.
3	Security camera for Elm parking lot (cars broken into) and other schools		2	15.0	Since we are rebuilding Elm, BAC does recommend doing this.
8	Activity bus for middle schools		7	13.8	this is done in the LCAP, no need to add here
12	After school intervention funding, Saturday school and summer school for struggling/failing students	Already doing 11		10.6	This is in the LCAP no need to assign one-time funds
17	Field trips for various grade levels	To support grade levels and STEAM - ex: 3rd grade studies sea animals - trips to CSUCI Ocean Studies 12		9.9	no need to do - in the LCAP
21	Classroom needs	New electric pencil sharpeners, update globes and maps, paint classrooms		8.8	site funds should be used for this
22	Teacher Professional Development in science, math, writing, technology, project based learning	Star 360, Carousel, My Math, Academic English, Language Development, AR, IPT, etc.) 12		8.8	suggest use the Educator Effectiveness grant

Conclusion

It is the recommendation of the Superintendent and the Assistant Superintendent of Business & Fiscal Services that the Board approve the use of the one-time funds as presented here.

Questions?

BOARD AGENDA ITEM

Name of Contributor(s): Dr. Morales/Cline/CFW

Date of Meeting: 1/20/16

- 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 _____

CONSIDER APPROVAL AND ADOPTION OF THE DECEMBER 2015 SEMI-ANNUAL IMPLEMENTATION PROGRAM UPDATE AS AN ADJUSTMENT TO THE FACILITIES IMPLEMENTATION PROGRAM

On a semi-annual basis, Caldwell Flores Winters, Inc. provides the District’s Board of Trustees with an update to the Facilities Implementation Program (Program), originally adopted by the Board in January of 2013. This marks the sixth semi-annual update, following those provided to the Board in June of 2013, December of 2013, June of 2014, December of 2014 and June of 2015. As with the prior updates, the December 2015 report contains a review of program implementation activities completed in the preceding six months and outlines anticipated activities for the next six months. It also reviews the master program schedule and master program budget and proposes adjustments as warranted by changes in State programs, the availability of new data, and pursuant to findings from a series of Board workshops.

All of the projects identified in Phase 1 of the Program have either been completed or are completing the design process with the intent of construction beginning over the next six month period. Completed efforts include the deployment of 1:1 mobile devices, implementation of grade reconfiguration, completion of kindergarten and science lab upgrades to 22 classrooms across eight sites, the reconstruction of the Harrington campus, and submittal of designs for the new Elm campus by the Division of the State Architect (DSA) and approval by DSA of plans for the construction of the new Lemonwood school.

Additional projects currently in various stages of the design process include a 12 classroom building at Marshall to address the need for interim 6-8 grade level capacity until a new middle school is constructed and to provide Marshall the option to implement an integrated K-8 educational program in the future. Early Childhood Development Centers have been designed for the Harrington and Lemonwood campuses and the Doris/Patterson property has gone through additional conceptual design and analysis for future purchase.

Two design options have been provided to the District for new MPR facilities at the campuses who previously received new portable to permanent (P/P) classroom buildings. The Harrington and Elm projects were presented to the Board for consideration of these designs and work has been performed to analyze how these designs may be incorporated on all of the P/P campuses based on their specific needs. Phase 2 funding proposes measures to augment these facilities with increases in size while an alternative Program

being planned, as directed by the Board, provides for the additional option of completing new facilities.

Overall funding is projected to remain substantially similar to that identified in the prior six month report for all three phases. Proposed uses remain focused on projects previously approved by the Board with the exception of expenditures for the Southeast K-5 school site, which has been combined with the planning of a new 25 acre parcel that would supply land for the District's new middle school as well.

FISCAL IMPACT:

The revised Master Budget recommends total project funding of approximately \$198 million from various sources over time and remains substantially similar to that identified in June 2015 for all three phases. All Phase 1 budget adjustments are proposed to be made through adjustment to the Program Reserve and total \$180,000.00.

RECOMMENDATION:

It is the recommendation of the District's Superintendent and the Assistant Superintendent, Business & Fiscal Services, that the Board accept and adopt the December 2015 Semi-Annual Implementation Program Update.

ADDITIONAL MATERIAL(S):

- December 2015 Semi-Annual Implementation Program Update Report

GOALS:

- ***District Goal Three: Adopt and Implement a Comprehensive Facilities Program that Improves Student Performance, Maximizes State Funding Opportunities and Reduces Overcrowding at Existing School Sites***



December 2015

OXNARD
SCHOOL
DISTRICT

SEMI-ANNUAL IMPLEMENTATION PROGRAM UPDATE

Sixth Semi-Annual Report to the Board of Trustees



Prepared by:

Caldwell Flores Winters

1901 Victoria Avenue, Suite 106
Oxnard, CA 93035

6425 Christie Avenue, Suite 270
Emeryville, CA 94608

For:

Oxnard School District

1051 South A Street
Oxnard, CA 93030

Board of Trustees

Veronica Robles-Solis, President
Albert Duff Sr., Clerk
Debra Cordes, Trustee
Ernest Morrison, Trustee
Denis O'Leary, Trustee

District Administrators

Dr. Cesar Morales, Superintendent
Lisa Cline, Assistant Superintendent, Business and Fiscal Services
Robin Freeman, Assistant Superintendent, Educational Services
Dr. Jesus Vaca, Assistant Superintendent, Human Resources and Support Services
Valerie Mitchell, Chief Information Officer

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SECTION 1:

PROGRAM OVERVIEW

Caldwell Flores Winters, Inc. (“CFW”) is pleased to present the sixth Measure “R” Facilities Implementation Program (“Program”) Semi-Annual Update to the Oxnard School District (“District”) Board of Trustees (“Board”). The report reflects conditions of the District’s Program between the conclusion of the June 2015 update and the time of this document’s publishing in December 2015. Updates are provided on the educational and facilities implementation components, as well as the funding and sequencing requirements to implement the Program. Recommendations are provided for consideration and further action by the Board over the next six month period.

The Program integrates the District’s vision for education initiatives with a facilities plan that supports the implementation of these initiatives. The Program relies on multiple funding sources, including \$90 million of voter approved Measure “R” proceeds to build new classrooms, relieve student overcrowding, and modernize school facilities to meet current building standards. 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.

Since the adoption of the Program in January 2013, the District has been able to:

- Reduce overcrowding at elementary schools by adopting a K-5 educational strand and facilities program at eleven school sites
- Convert the prior three junior high schools to 6-8 middle schools that support an academy based instructional program
- Expand the K-8 instructional program to six K-8 school sites to increase parent choice
- Implement an extended day kindergarten program with improved facilities
- Deploy over 18,000 1:1 mobile devices to students and teachers
- Complete the reconstruction of Harrington Elementary School and the design submittal to the Division of State Architect (DSA) for the reconstructed Lemonwood and Elm schools

1.1 EDUCATIONAL PROGRAM

The District is in its second year of implementation for the K-5 and 6-8 Academic Strands as called for in the Facilities Implementation Program. A process of professional development, principal and small group training, and individual meetings in support of the Academic Strands has been applied to the K-5 and 6-8 grade sites and was applied to the K-8 Academies in the previous six month period. A work plan

has been developed and is underway. The work plan involves monthly training sessions to provide additional rigor to the integrated units developed for the Academic Strand Focus themes. Common Core State Standards were aligned with student projects as required for culminating in a greater depth of knowledge for integrated units.

In support of continuing development of the Academic Strands, the next six months will focus on staff development and commissioning. Harrington Elementary will be completed and will provide a valuable demonstration space for bringing in teachers and staff and further developing teaching tools that match the strand focus at each of their sites. District staff will be provided support to further develop a District educational portal to increase parent and student access to learning materials, assignments, and performance. Assessment of the current state of implementation of the Academic Strands at each school site will be reviewed and new work plans will be developed to address areas of need.

1.2 FACILITIES PROGRAM

All of the projects identified in Phase 1 of the Facilities Implementation Program have either been completed or are completing the design process with the intent of construction beginning over the next six month period. Completed efforts include the deployment of 1:1 mobile devices, implementation of grade reconfiguration, completion of kindergarten and science lab upgrades to 22 classrooms across eight sites, the reconstruction of the Harrington campus, and submittal of designs for the new Elm campus by the Division of the State Architect (DSA) and approval by DSA of plans for the construction of the new Lemonwood school.

Additional projects conceived during Phase 1 and currently in various stages of the design process include a 12 classroom building at Marshall to address the need for interim 6-8 grade level capacity until a new middle school is constructed and to provide Marshall the option to implement an integrated K-8 educational program in the future. Early Childhood Development Centers have been designed for the Harrington and Lemonwood campuses and the Doris/Patterson property has gone through additional conceptual design and analysis for future purchase.

A reuse of plans approach has provided a reduced timeline for the construction of projects and resulted in providing the District with two design options for new MPR facilities at the campuses who previously received new portable to permanent (P/P) classroom buildings. The Harrington and Elm projects were presented to the Board for consideration of these designs and work has been performed to analyze how these designs may be incorporated on all of the P/P campuses based on their specific needs. Phase 2 funding proposes measures to augment these facilities with increases in size while an alternative Program being planned, as directed by the Board, provides for the additional option of completing new facilities.

With DSA approval of the above referenced projects, submittals are being generated and delivered to request additional State Matching funds for modernization and new construction projects. These funds will serve as the basis of financing to proceed with Phase 2 projects.

Specific details of the status of each project are provided in this report and summarized below.

- The new Harrington School facilities will be nearly complete by December 2015. All of the classrooms and support facilities will be made available for students and staff upon their return from holiday break in January 2016. Additional demolition of the previous facility will make way for the completion of parking facilities between January and March of 2016, and field improvements and fencing are to be accomplished once the early childhood development center is completed, thus ultimately completing both portions of the Harrington Project with DSA certification.
- Lemonwood Reconfiguration plans and specifications were approved by DSA in November of 2015. The project is anticipated to have a negotiated GMP for approval by the Board by the end of 2015. Construction is scheduled for the beginning of the 2016 calendar year.
- Elm Reconfiguration plans and specifications were delivered to DSA and final approval is anticipated to occur in January 2016 with a GMP negotiated and submitted to the Board for approval in the first quarter of 2016. Construction on the Elm campus is anticipated to begin in the spring of 2016.
- Early childhood development facilities were designed on the Harrington and Lemonwood campuses by utilizing existing buildings and reconfiguring the spaces to achieve 21st Century classrooms that would provide the flexibility for the District to operate them as kindergartens or preschool facilities. The plans were submitted to DSA for review in November 2015 and are anticipated to be approved in the first part of 2016.
- A selection process was executed and CSDA Architects was chosen to complete the design of the Marshall 12 classroom building. Plans are currently in the Design Phase and will be presented to the Board for further review and approval in the next six months.
- Actions to acquire the property at the intersection of Doris and Patterson continue with a consultant hired to perform an Environmental Impact Report for the planned purchase of a 25 acre parcel. The conceptual plans being designed include a K-5 school, a 6-8 school, and a new administrative facility to house District operations.
- The Driffill MPR facility has been conceptually designed and provided to the Board for approval to move forward with the design process. This project was originally conceived as part of Phase 2 of the implementation program, proposals have been provided to begin the design process in order to take advantage of Phase 2 funds as soon as they become available.

1.3 FUNDING & SEQUENCING

Overall funding is projected to remain substantially similar to that identified in the prior six month report for all three phases. Proposed uses remain focused on projects previously approved by the Board with the exception of expenditures for the Southeast K-5 school site, which has been combined with the planning of a new 25 acre parcel that would supply land for the District's new middle school as well.

Relative to schedule, DSA approval for Lemonwood was granted in November and the completion schedule has moved accordingly to 2018. The land acquisition schedule for the new combined K-5/6-8 site at Doris/Patterson remains extended to accommodate local agency approvals and negotiations for acquisition from the owner.

1.4 RECOMMENDATIONS

It is recommended that the Board:

- Accept and adopt the December 2015 Semi-Annual Implementation Program Update as an adjustment to the Facilities Implementation Program.
- Establish a date at its regularly scheduled June 2016 meeting to consider the next six month update.

SECTION 2:

EDUCATION, TECHNOLOGY, & ENROLLMENT

2.1 EDUCATIONAL PROGRAM

Adoption of the Facilities Implementation Program in January 2013 authorized and directed the reconfiguration of the District's educational program, along with corollary facilities improvements designed to further enable the educational mission. Now in its second year of implementation, the grade K-5 academic strand focuses and grade 6-8 academy programs continue to mature.

The educational program team met on August 10, 2015 to review work completed during the first year of implementation and develop a work plan for continued efforts during the 2015-16 school year. The District has focused the past six months on further developing its grade 6-8 academy programs, adding rigor and depth of knowledge to its K-5 academic strand focuses, and also selecting and implementing academy themes for grade K-8 schools. Each K-8 school and its theme consist of:

- Driffill: School of Environmental Science and Global Awareness
- Chavez: Academy of Literacy, Communication Arts, and Technology
- Curren: EYES Academy: Enriching Youth via Environmental Studies
- Kamala: Academy of the Arts and Technology
- Lemonwood: School of Communication through Art and Technology
- Soria: TeAL Academy: Technology, Arts and Language

The work plan calls for improvement and expansion of integrated units developed last year in each of the K-5 academic strands, developing the first integrated unit for each of the K-8 Academies, and improving the transferability of these processes to other curriculum and instructional needs. The K-8 schools are now in the process of building their academy programs and are expected to use the next six months to integrate each academic theme into the school's overall vision. Teachers and District staff will monitor the development, rigor and depth of knowledge of educational units and make adjustments as necessary. The goal for each K-8 academy will be to finalize, teach and refine the integrated units developed, while each K-5 Academic Strand Focus program are expected to develop and begin teaching a second integrated unit.

2.1.1 PRINCIPAL TRAINING PROGRAM

An emphasis on staff development for site principals enables improved leadership of each of the grade K-5, 6-8, and K-8 educational programs, including increased alignment to Common Core State Standards

(CCSS), rigor and depth of knowledge within the integrated units already completed, and writing and creation of new units at the same standards.

In response to the District's need for additional K-5 and K-8 staff development, monthly training sessions were developed for principals of these schools. Trainings were held on September 17, October 15, November 12, and November 19. Several goals of the staff development – and its desired impact on the educational programs at each school – were identified and practiced:

- Model, learn and use processes to support decision making and inclusion with the staff at each school
- Identify critical skills and characteristics of effective leaders
- Understand and use processes to encourage effective collaboration among teachers
- Develop rigorous integrated units that included significant depth of knowledge
- Model and use processes for determining rigor and depth of knowledge of integrated units and how to increase both within integrated units
- Model and use process for determining alignment of student products and projects called for in the integrated units with the common core state standards
- Infuse principles of Project Based Learning into the integrated units
- Identify effective resources and share them with the District
- Develop an effective brochure and website information about the academic program at each school

Training sessions for the group of K-5 principals were typically held on the same day as, though separately from, the group of K-8 principals, with each training approximately two to four hours in length and focused on leadership processes and effective collaboration. A framework for building integrated units was presented, as well as a framework and process for determining alignment of the CCSS, and assessing rigor and depth of knowledge of the instructional units. Additional resources were identified and shared with the principals for branding a school based on its unique academy or academic theme and developing effective public information for the school by use of brochures supplied to parents and the community. Finally, specific techniques to increase collaboration were shared with the principals, including a protocol to use with teachers during collaborative work sessions. The research on effective teacher collaboration and its relationship to improved student achievement is widely known and acknowledged, and principals may now utilize these techniques as teachers work to develop integrated units that will further mature educational programs and support academic achievement goals.

2.1.2 DEVELOPMENT OF INTEGRATED UNITS

At the core of the K-5 Academic Strand Focus Program and the K-8 Academy Program is a rigorous curriculum that is organized around an academic theme selected by the school staff. This academic theme serves as a catalyst for decision making, including choice of curriculum and instruction development within each classroom as well as additional enrichment activities or elective classes

offered to students. English language arts, mathematics, science and social studies Common Core State Standards (CCSS) are integrated through student projects that demonstrate mastery of the curriculum standards selected. Thus integrated units are developed that seek to explore the school’s theme through student projects that require academic practice in each of the standards.

For example, an integrated unit may be developed for eighth grade students about the holocaust. In addition to the social studies standards that will be learned as a part of this unit, a school that has an “art” focus may have students study significant pieces of art that were lost or destroyed during World War II and the relationship of the art to holocaust victims. Math standards may be integrated to include the significant cost of these lost art treasurers and the cost of war to the economy of Europe. Another school that has a focus on “environmental studies” may similarly study the holocaust, however this school will seek to integrate standards with an eye towards that theme. Both schools may have students write research papers, thus incorporating English language arts standards, but the focus of the research paper may be different. One school may have students write about the impact of the war and holocaust on the environment, while the other may have students write and perform a play about the holocaust with the central theme being, “How and why did the Holocaust happen?”

Given this common understanding by all principals, a framework for the building of integrated units was developed, discussed with principals, and shared with each of their staffs. This framework included the significant attributes of an integrated unit and a process each school staff would use to begin to write them.

The integrated unit development process begins with the academic theme selected by the school site. A controlling Common Core State Standard (CCSS) is selected. At least one additional CCSS is then selected to be taught as a part of

Integrated Unit		Ritchen
Grade:	8	
Subjects:	Mgt Social Studies Reading Writing Science ELD Art Technology	
Enduring Understanding:	Students are able to determine the effects of balanced and unbalanced forces on the motion of an object and the cause and effect relationships of electric or magnetic interactions between two objects not in contact with each other.	
Essential Questions:	<ul style="list-style-type: none"> • What happens when magnets interact with other magnets and with paper clips? • How is the magnetic field affected when more magnets are added? • What causes change of motion? • How can you change the motion of wheels? • How can you change the motion of wheels rolling down ramps? • What rules help predict where an object will end up? • What happens to the motion of a fairly bird when the design changes? • What is the best design for a top? • What are some important features of a cart that will roll from here to there? • How can you improve the design of your cart? • How does start position affect how far a cart rolls? • How can you use magnets to do cart tricks? • What happens when you mix two materials? • What happens when you mix two materials? • What is the importance of accurate measurements for a metric field day? 	
Standards:	Science 3-PS2-Motion and Stability: Forces and Interactions 3-PS2-1. Plan and conduct an investigation to provide evidence of the effects of balanced and unbalanced forces on the motion of an object.	

Sample template for Integrated Unit at Ritchen

this unit of instruction. Because there are a large number of English Language Learners in the District, each unit also typically contains at least one ELD standard. A student product or project is then determined that would demonstrate mastery of the content information. The entire unit is then built and written through the collaborative efforts of the teachers, site coaches and the principals, with resources and materials needed to teach the unit also identified. Each unit of instruction may take a week or up to six weeks to teach depending on the standards and student projects selected, and all units require the students to go to depth in their learning and understanding.

To prepare our students to be successful in the future of their choice, rigor in curriculum, instruction and assessments (e.g. student projects and products) develops a student’s cognitive abilities and ability to complete tasks. Two commonly accepted models for describing rigor have been referenced in the

development of each school's integrated units: Bloom's Taxonomy, named for Benjamin Bloom, chair of a committee of educators that devised an approach for matching learning methods with measurable outcomes, and Webb's Depth of Knowledge, based on widely recognized work by Dr. Norman Webb at the Wisconsin Center for Educational Research. Bloom's taxonomy categorizes the cognitive skills required to answer a question. The Depth of Knowledge model relates more closely to the depth of content understanding and scope of a learning activity, which manifests in the skills required to complete a task from inception to the final product. Robert Marzano and John Kendall were also referenced for their work, *The New Taxonomy of Educational Objectives* (2007), which takes into account the work previously done by Bloom and Webb and establishes a taxonomy that has both a ranking for level of cognitive skills required for a given task as well as the depth of content understanding required.

To ensure that an integrated unit has a significant level of rigor and depth of knowledge, a framework was developed to analyze each unit and provided to all K-5 and K-8 principals. This required training on the New Taxonomy, how to use it, and how to review a curriculum unit for alignment of the Common Core State Standards with the student projects selected. Principals can use this framework to determine the rigor and depth of knowledge required of the lessons as well as to consider how to increase rigor and depth of knowledge for each unit developed.

Once initially developed, each integrated unit was reviewed by the entire group of K-5 or K-8 principals. The principals formed a professional learning community, training, observing and supporting each other as they took the feedback received on the integrated units, made revisions as needed, and shared it with their teachers. While this process was developed to build high quality integrated units within K-5 academic strands and K-8 academy programs, the transferability of the process easily enables it to be used by staff for other forms of curriculum development. Thus, ongoing work toward development of integrated units has the potential to increase the level of alignment, rigor and depth of knowledge in instruction across the District.

2.1.3 INCORPORATING 21ST CENTURY LEARNING

In addition to work on development of integrated units, the District continues to work towards incorporating 21st century learning practices and paradigms, including new learning environments, into its education program. These efforts are then mirrored in the choices made during the design of facilities or selection of furnishings and equipment.

For example, Project Based Learning methods have been discussed and incorporated into the monthly K-5 principals' training sessions. Further training in Project based Learning has been sought from the Buck Institute for Education for a group of 35 K-5 teachers. The information was reviewed by K-5 principals with discussions ongoing as to the feasibility of engaging with the Buck Institute. Nevertheless, the District's first fully designed 21st century K-5 school, Harrington, will open in 2016 with a Maker's Lab perfectly suited to project based learning exercises.

Agile, flexible classroom furniture has been procured for Harrington Elementary and will further support Project Based Learning. Commissioning of classroom furniture and technology was conducted on December 8 for teachers at Harrington Elementary to demonstrate how to leverage the advantages of the new products in the context of 21st century learning skills of collaboration, creativity, critical thinking and communication.

Finally, the District has begun to explore a cloud based online service called Gooru that offers millions of resources and lesson plans for teachers to use. The open source material blends the resources of large data sets with crowd sourced content so that students have information and immediate access to material for increased learning opportunities using their 1:1 mobile device. Gooru has been contacted to provide further overview and a training session with the District in the upcoming months.

2.2 TECHNOLOGY PROGRAM

The construction of Harrington Elementary School represents the District's first campus fully designed and built to apply the concepts of high performance, 21st century learning environments in every one of its 28 classrooms and support facilities. Its integration with the District's technology program began with consideration for the design of learning environments in which every student and teacher has access to a mobile computing device through the District's iPad 1:1 program. This necessitated a new approach to thinking about classroom technology design – one which now continues to evolve with each additional school project to further incorporate potential improvements observed by users, architects, planners, and instructional technology professionals, as well as keep pace with the ongoing development of available technology.

For example, classrooms at the new Harrington facility are outfitted with one or more 60" flat-screen AV displays, Apple TV streaming media devices, and an iPad mounting stand. Using nothing more than their iPad and its built-in high resolution camera, teachers and students can visually share an object, piece of paper, or writing surface with the rest of the classroom on the large screen displays. Audio control is similarly simplified, no longer requiring installation of separate speakers or the careful hookup of wiring to a desktop computer. Now teachers are able to project a video from their iPad to one or all displays, using a standard and familiar TV remote control to adjust volume. Conceptually, the possible technology uses are broad and far reaching when effectively combining the District's 1:1 mobile device technology with the flexible design approach used in the Harrington classrooms.

Teachers may share a particularly inspiring graphic from a digital textbook with all of their students. They may bring students on a virtual field trip by placing a Skype videoconference on all screens and contacting a National Park field representative. Calm or nurturing music may be played to inspire artistic creativity while working on a project. Questions can be displayed on the screen for a warm-up exercise, reducing the need to photocopy handouts. These and many other innovative applications are eagerly anticipated by the District as it looks forward to observing and sharing the wide variety of curriculum integration strategies made possible by 21st century learning environments. To expand training and professional development opportunities for this new learning environment, the District

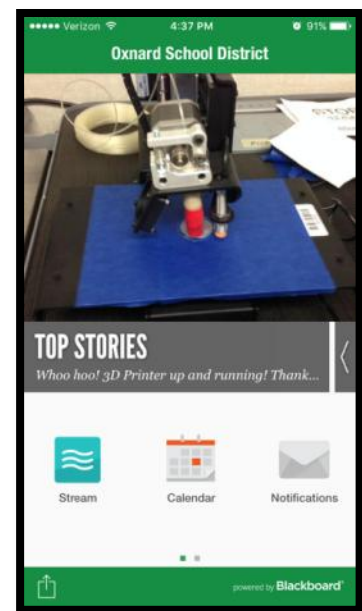
recently setup a second demonstration classroom at its District office and initially used the facility for a workshop with Harrington teachers on October 30.

Another important aspect to integrating technology with the learning environment has involved ongoing work to develop a streamlined process for students, parents, and teachers to interact “24x7x365” through a centralized portal that is envisioned to provide anytime access through a District issued iPad as well as a smartphone. Users would be provided access to attendance data, grades, homework assignments, cafeteria menus, school calendars, and learning materials, among other resources. Though simple in concept, the programming, digital security, and data integration for such a tool requires careful effort. As such, the District has undertaken the first step in the move toward online access by working collectively with all school sites to validate student information and ensure the compatibility of records between the various systems undergoing integration.

The first phase of this effort is anticipated to be launched at the start of 2016, when parents and students will be invited to load the ParentLink app onto their iPads. Initially, users at all school sites will be able to access school calendars, contact information, and recent school news articles. For example, McKinna currently utilizes this system to provide an ongoing series of “Top Stories” about the school’s technology program, activities, and important news for families.

Later in 2016, in preparation for a complete introduction during the 2016-17 school year, the ParentLink portal will be expanded to include ParentConnect, a feature allowing for access to grades and attendance information, as well as “Pulse” a dashboard-like feature that gives quick and easy to follow summaries of a student’s performance, including an overall report on a student’s academic progress.

With iPad deployment now in its third year, a new focus has been established on standardizing policies and procedures, streamlining future deployment and end-of-the-year retrieval efforts, and reducing the loss or damage rate for iPads, particularly to improve the cost-effectiveness of the District’s self-insurance program. Nearly all of the Phase 1 technology program budget of \$11,201,175 has been expended toward the deployment of iPads at all school sites, with remaining dollars supporting equipment and network infrastructure needs. As documented within this report, expenditure analysis thru October 31, 2015 accounted for technology expenditures in the amount of \$11,195,900, leaving approximately \$5,275 remaining in Phase 1 dollars. Phase 2 provides for the next major Measure “R” capital expenditure on technology in 2020, adding an additional \$9,000,000 at that time for anticipated expenditures – including districtwide device and equipment upgrades – required beyond the District’s technology program operating budget.



Sample “Home” screen of the District’s ParentLink portal app for smartphones and iPads

The Program Team continues to meet regularly to consider technology integration strategies, consult on potential improvements to the design of 21st century learning environments and address short and long

term planning needs. At these meetings, progress reports on technology integration are discussed and recommended next steps are reviewed.

2.3 ENROLLMENT ANALYSIS

District enrollment establishes the demand for facilities to be provided as well as the number of students to be accommodated by District programs. The District’s educational and technology programs continue to be responsive and supportive to a trend of growing enrollment. Equally as important is the effort to analyze the District’s eligibility for State new construction and modernization grants and to project the demand for future school facilities. As such, a review of current and projected enrollment has been conducted and incorporated within this semi-annual report.

Table 1 presents preliminary enrollment data as measured, though unofficial, in October 2015 for the 2015-16 Fiscal Year by school and grade level. Total District enrollment is stated at 16,907, comprised of 11,737 in grades K-5 and 5,170 in grades 6-8. Also displayed in the table are subtotals based on school configuration, with K-5 configured schools housing 7,342 students, K-8 configured schools housing 6,326, and 6-8 configured schools housing 3,239.

TABLE 1: CURRENT ENROLLMENT

School	K	1	2	3	4	5	6	7	8	Grand Total	Total K-5	Total 6-8
Brekke	120	100	98	94	106	109				627	627	
Elm	96	122	118	129	107	129				701	701	
Harrington	120	76	88	82	64	75				505	505	
Marina West	174	99	99	102	100	93				667	667	
Marshall	114	93	67	77	102	106				559	559	
McAuliffe	146	145	125	125	136	103				780	780	
McKinna	173	96	96	115	103	130				713	713	
Ramona	141	117	114	90	105	67				634	634	
Ritchen	142	98	95	115	103	89				642	642	
Rose	143	138	138	126	107	95				747	747	
Sierra Linda	158	144	121	104	130	110				767	767	
Subtotal K-5										7342	7342	
Lemonwood	97	86	107	110	136	124	101	70	79	910	660	250
Chavez	90	93	114	91	105	135	101	118	87	934	628	306
Curren	100	105	132	134	138	135	104	107	104	1059	744	315
Kamala	119	126	152	131	157	153	140	123	104	1205	838	367
Driffill	139	131	120	161	142	133	143	114	99	1182	826	356
Soria	96	84	115	116	144	144	113	111	113	1036	699	337
Subtotal K-8										6326	4395	1931
Frank							413	409	415	1,237		1237
Fremont							371	385	380	1,136		1136
Haydock							301	283	282	866		866
Subtotal 6-8										3,239		3239
Total	2168	1853	1899	1902	1985	1930	1787	1720	1663	16907	11737	5170

Preliminary CALPADS data

Table 2 provides a review of historical and projected enrollment. For several years, the District has experienced enrollment growth, and has increased in student population from 16,533 in 2012-13 to 16,907 in 2015-16. Data from the District’s demographic consultant, DecisionInsite was utilized for

projected enrollment, based on enrollment history through 2014-15. Overall enrollment is projected to increase by approximately 1,187 students over the next 4 years, maintaining the prior historical trend. Total enrollment is projected at 18,094 by 2020 indicating the need to house 12,199 in grades K-5 and 5,895 in grades 6-8. The majority of growth is projected to occur in the grade 6-8 level with a projected increase of 725 students.

TABLE 2: HISTORICAL AND PROJECTED ENROLLMENT

Grade	Prior Enrollment			Current*	Projected Enrollment				Net Change
	2012-13	2013-14	2014-15		2016-17	2017-18	2018-19	2019-20	
K	2,007	2,111	2,166	2,168	2,322	2,315	2,327	2,344	176
1st	2,067	1,944	1,924	1,853	2,011	1,998	1,993	2,010	157
2nd	1,925	2,038	1,915	1,899	1,827	1,991	1,980	1,996	97
3rd	1,856	1,923	2,034	1,902	1,899	1,833	1,999	1,991	89
4th	1,787	1,852	1,915	1,985	1,907	1,897	1,835	2,008	23
5th	1,758	1,764	1,850	1,930	2,033	1,911	1,907	1,850	(80)
K-5 Total	11,400	11,632	11,804	11,737	12,000	11,943	12,044	12,199	462
6th	1,736	1,751	1,736	1,787	1,936	2,054	1,925	1,937	150
7th	1,735	1,699	1,684	1,720	1,824	1,912	2,033	1,917	197
8th	1,662	1,720	1,692	1,663	1,707	1,830	1,921	2,041	378
6-8 Total	5,133	5,170	5,112	5,170	5,467	5,797	5,878	5,895	725
Total	16,533	16,802	16,916	16,907	17,467	17,740	17,922	18,094	1,187

*Preliminary CALPADS data

2.3.1 PROJECTED K-5 ENROLLMENT AND NEED FOR PERMANENT SCHOOL FACILITIES

The Implementation Plan established the District’s goal to house all students in permanent school facilities over time and eliminate the use of portable facilities. Table 3 presents current and projected enrollment and capacity by school site for grades K-5 based on housing students in permanent facilities based on State loading standards of 25 students per classroom for grades K-5. Any portion of the total student enrollment district wide not found to be housed in permanent school facilities is deemed to be “unhoused” by the State and eligible for grant funding. Based on this State standard, the District currently has the ability to house 10,000 students over 400 permanent classrooms. With the reconstruction of Elm, Harrington, and Lemonwood, 34 additional permanent classrooms will be added to the K-5 capacity. Additionally, the existing older permanent classrooms will be replaced with new classrooms. Based on projected K-5 enrollment growth through 2020, the District will need to provide additional new school facilities in order to house the projected capacity shortfall of 1,349. Based on District specifications of 700 students per K-5, this would include the need for two new K-5 schools to achieve its permanent facilities goals.

TABLE 3: PROJECTED GRADE K-5 ENROLLMENT GROWTH AND CAPACITY

School	2016			2020			Amt. Housed/ (Unhoused)
	Enrollment	Perm. Classrooms	Est. Perm. Capacity	Adtl. Perm. Classrooms	Adtl. Perm. Capacity	Proj. Enrollment	
Brekke	627	27	675			685	(10)
Elm	701	12	300	12	300	699	(99)
Harrington	505	17	425	10	250	773	(98)
Marina West	667	20	500			600	(100)
Marshall	559	27	675			632	43
McAuliffe	780	28	700			886	(186)
McKinna	713	17	425			813	(388)
Ramona	634	26	650			668	(18)
Ritchen	642	28	700			716	(16)
Rose	747	31	775			826	(51)
Sierra Linda	767	21	525			825	(300)
Subtotal	7,342	254	6,350	22	550	8,123	(1,223)
Chavez	628	26	650			741	(91)
Curren	744	26	650			703	(53)
Driffill	826	26	650			652	(2)
Kamala	838	26	650			784	(134)
Lemonwood	660	13	325	12	300	618	7
Soria	699	29	725			578	147
Subtotal	4,395	146	3,650	12	300	4,076	(126)
Total K-5	11,737	400	10,000	34	850	12,199	(1,349)

Note: Capacity assumes State loading standard of 25 students per K-5 classroom.

2.3.2 PROJECTED 6-8 ENROLLMENT AND NEED FOR PERMANENT SCHOOL FACILITIES

A similar analysis is presented in Table 4 reviewing the current and projected need for 6-8 permanent classrooms based on State loading standards of 27 students per classroom. Currently, the District is over capacity of permanent classrooms at the 6-8 level with an enrollment of 5,170 and a capacity of 4,698. With the reconstruction of Lemonwood 6-8 facilities and the construction of the new Marshall 6-8 classrooms, 21 additional permanent classrooms will increase the District’s capacity by 567 students. Taking into consideration projected 6-8 enrollment growth by 2020 and the new facilities provided by Marshall and Lemonwood, the District will need to provide permanent new school facilities in order to house the projected capacity shortfall of 630. Based on District specifications of 1200 students per 6-8 school sites, this would include the need for one new 6-8 school to achieve its permanent facilities goals and allowing the flexibility for future growth at existing schools.

Again, accounting for current and projected enrollment and capacity, a total of 1,349 grade K-5 students and 630 grade 6-8 students would be unhoused pursuant to the State’s definition without further expansion to the District’s inventory of permanent classroom facilities. Based on the District’s existing educational specifications, there is a need to construct 3 new schools in order to sufficiently house the projected enrollment in permanent school facilities by 2020, requiring two elementary schools and one middle school. Land for a proposed K-5 site has already been purchased pursuant to the Measure “R” program, though additional land will need to be required to supply the remaining required school sites.

TABLE 4: PROJECTED GRADE 6-8 ENROLLMENT GROWTH AND CAPACITY

School	2016			2020			Amt. Housed/ (Unhoused)
	Enrollment	Perm. Classrooms	Est. Perm. Capacity	Adtl. Classrooms	Adtl. Perm. Capacity	Proj. Enrollment	
Frank	1,237	45	1,215			1,349	(134)
Fremont	1,136	34	918			1,352	(434)
Haydock	866	32	864			770	94
Subtotal	3,239	111	2,997	0	0	3,471	(474)
Chavez	306	13	351			444	(93)
Curren	315	13	351			375	(24)
Driffill	356	13	351			403	(52)
Kamala	367	13	351			484	(133)
Lemonwood	250	3	81	9	243	298	26
Soria	337	8	216			420	(204)
Subtotal	1,931	63	1,701	9	243	2,424	(480)
Total 6-8	5,170	174	4,698	9	243	5,895	(954)
Marshall	0	0	0	12	324	N/A	324
Grand Total 6-8	5,170	174	4,698	21	567	5,895	(630)

Note: Capacity assumes State loading standard of 27 students per 6-8 classroom.

SECTION 3:

FACILITIES PROGRAM

To date, Phase 1 improvements have been implemented at eleven existing school sites. The acquisition and development of three additional school sites and the proposed expansion of Marshall School to accommodate 6-8 grade level students increase the scope of the Program to fifteen sites. This section provides summaries and updates on the status of facilities projects completed, planned, or under construction as well as proposed adjustments.

3.1 LAND ACQUISITION & DEVELOPMENT

The latest enrollment projections by the District indicate the continued need for two elementary schools and a new middle school by 2020. Additional studies undertaken by the District include the need for a new administrative facility to replace the aging center. To date, the District has succeeded in acquiring a new K-5 site in the Southwest portion of the District at the Seabridge location and in identifying a new site in the Northwest portion of the District at Doris Avenue and Patterson Road. Three additional sites for potential acquisition in the Southeast area of the District have also been reviewed with the California Department of Education (CDE).

3.1.1 SOUTHWEST ELEMENTARY SCHOOL SITE

Land acquisition of the Southwest School Site was completed in 2013, pursuant to Coastal Commission approval, and State SFP grant applications for reimbursement of site acquisition costs have been approved by the Board and submitted to the State. The District has proceeded with necessary steps for construction of a school, including those required by CDE and the resolution of legal issues associated with the construction of various site work improvements by the previous owner. The school is designed to accommodate 630 students by State standards and to operate as a joint use site with the City of Oxnard with the immediately adjacent park site for use during school hours. The planned construction of the site is contingent on securing additional State and local funding. State funding for new construction remains oversubscribed, pending replenishment by state wide voters of the program which is not anticipated to occur until November 2016. Until then, the District's application for funding remains in cue, subject to the availability of funding.

3.1.2 SOUTHEAST ELEMENTARY SCHOOL SITE AND DORIS/PATTERSON 6-8 SCHOOL SITE

The District has been reviewing the feasibility of 3 alternative sites in consultation with CDE representatives for the construction of a new K-5 elementary school. Pursuant to District specifications, the site must be large enough to accommodate the development of a 700 student K-5 facility. Overall, there are very limited parcels of sufficient size within the city boundaries and of those that are available,

many are in competition for further private development. Therefore, the District has elected to also consider the expansion of the proposed Doris/Patterson site to accommodate additional K-5 school facilities.

The new goal is to expand the purchase of the Doris/Patterson site to a 25-acre parcel that would include a K-5 elementary school and a 6-8 middle school. Conceptual drawings have been developed to display the possible configuration of the new site and construction cost estimates have been undertaken to reflect budget adjustments. The new plan provides for an efficient use of field space and other uses being shared between both schools. Enrollment projections indicate that these two facilities may be needed within the same time period and the consequent constructability of such a project is also being reviewed.

In the interim, necessary reviews and studies required by the California Department of Education for school site approval have been underway, including preliminary geological and environmental surveys. Consultant site surveys and legal descriptions have been undertaken and augmented for the new parcel size. Based on efforts to date, CDE has reviewed the site and provided preliminary approval for purposes of building new schools at that location. Upon the purchase of the property, applications are planned to be submitted to OPSC for site cost reimbursements.



Doris/Patterson Conceptual Site Plan

The District continues to monitor the progress of the adjoining and proposed Teal Club residential development through communication with the City of Oxnard. The Environmental Impact Report (EIR) for the proposed residential development has been provided to the City and released. However, it provides for 12 acres of property in which to locate a school, substantially less than is required by the District. Given the District's proposed acquisition, the Board has approved an EIR be undertaken on the larger 25 acre parcel. The new EIR is being developed inclusive of a planned K-5 school and 6-8 school facilities.

The District continues to proceed with the proposed acquisition of the site, including State and local approvals. Efforts are underway to coordinate the site acquisition through the LAFCO process in order to seek services required from the City of Oxnard. The District will continue to work with CDE and maintain communications with the owner, the City of Oxnard and necessary local agencies with respect to the District's interest in purchasing the property and building new schools.

It is recommended that the Board adopt a budget adjustment of \$180,000 for the costs necessary to produce a new EIR for a 25 acre parcel. It is also recommended that the Board approve the shift of planning funds for the Southeast site to the Doris & Patterson project to include required K-5 planning for the new 25 acre location.

3.1.3 DISTRICT ADMINISTRATIVE FACILITIES

Following an initial presentation in May 2015, the District's June 2015 semi-annual update established specifications for a District Administrative Support Center that were adopted as part of the report. These specifications were a necessary prerequisite to conceptualizing current facility usage as well as future needs. The District's administrative support center facilities are currently located at the corner of Wooley Road and A Street and housed in approximately 35,000 square feet of refurbished space. A new permanent facility had previously been studied for potential siting as part of the Doris/Patterson land acquisition, providing for 23,665 square feet of assigned space pursuant to the adopted specification. This option would require the District to bear a substantial cost for the new facility.

An alternate analysis has been exploring an option that may allow some or all of this development cost to be borne by private parties. Under this scenario, the District's current property would be retained by the District, but redeveloped through a ground-lease arrangement by a third party, and reorganized to support the construction of multi-story professional buildings with ancillary open space and parking. Based on the maximum floor space that may be allowed, a portion of this amount would be master planned for suiting the District's administrative needs, with remaining professional office space generating revenue to recoup the development cost of the site. It is proposed that this option be further explored, and that the Board direct the program team to return within the next six months with a study session that provides an analysis of this scenario. It is also proposed that a budget be reserved by the District to accommodate the initial planning and development required to establish a future District Administrative Support Center.

3.2 PROJECT 1: KINDERGARTEN & SCIENCE RECONFIGURATION

Specific kindergarten Improvements at Brekke, McAuliffe and Ritche Elementary Schools, K-8 science lab modernizations at Chavez, Curren, and Kamala Elementary Schools, and academy science upgrades at Fremont and Haydock Academies were substantially completed in 2014. The majority of these projects have been closed out with certification by DSA demonstrating that DSA is accepting the work as being performed and completed per the plans and specification. Ritche was completed over the 2015 summer and certified leaving only Haydock and Fremont with unresolved issues regarding punchlist items.

The District has been working directly with legal counsel to address remaining issues at Haydock and Fremont with the construction manager. District counsel has worked to reschedule subcontractors with the construction manager to complete the remaining scopes of work with much of the remaining electrical punchlist being completed in November 2015. However, some items of work remain incomplete and the District has been directed to go out to bid with the remaining work and pay a separate contractor out of withheld retention funds set aside to address such issues. The bidding process will occur in December 2015 with the final work scheduled to be completed and receive DSA certification in January 2016.

3.3 DRIFFILL RECONFIGURATION

Further improvements to the Driffill campus are required to complete its reconfiguration. Initial improvements consisted of construction of a 29 classroom P/P building in 2014, followed by partial portable removal and demolition of an older classroom wing. The site of the demolished wing had been established for the construction of a new, four classroom kindergarten wing by the Board and DSA. The project was released for public bid in November 2014, was revised for budget and subsequently rebid, and was ultimately placed on hold by the District while budgeting solutions are developed. Concurrently, the District has sought to improve multipurpose room facilities at the site.

3.4 LEMONWOOD RECONSTRUCTION

The Lemonwood reconstruction project provides for the replacement of the aging facilities at the Lemonwood School site with a new 900 student (per State loading standards) grade K-8 school facility that maximizes reimbursements from eligible SFP new construction grants. The Board approved the submittal of design plans to DSA for review in February 2015 for the phased construction and continued use of the facility during construction. In the interim, an environmental review has been completed on the proposed project and a mitigated negative declaration was approved by the Board in November. An agreement with the City has also been approved for use of the adjacent park for student physical education activities during construction.

Final DSA approval of proposed construction drawings was completed in November 2015 after extensive review, including specific foundation and soil testing considerations. Construction has been planned over three phases (30 months) in order to minimize disruption to the existing academic program and accelerate the availability of portions of the completed campus. Phase 1 includes the construction of the main 2-story classroom building, Phase 2 construction provides for the new administration and multi-purpose room buildings, and Phase 3 includes the new kindergarten facilities and final site work, with all phases to be completed by 2018.

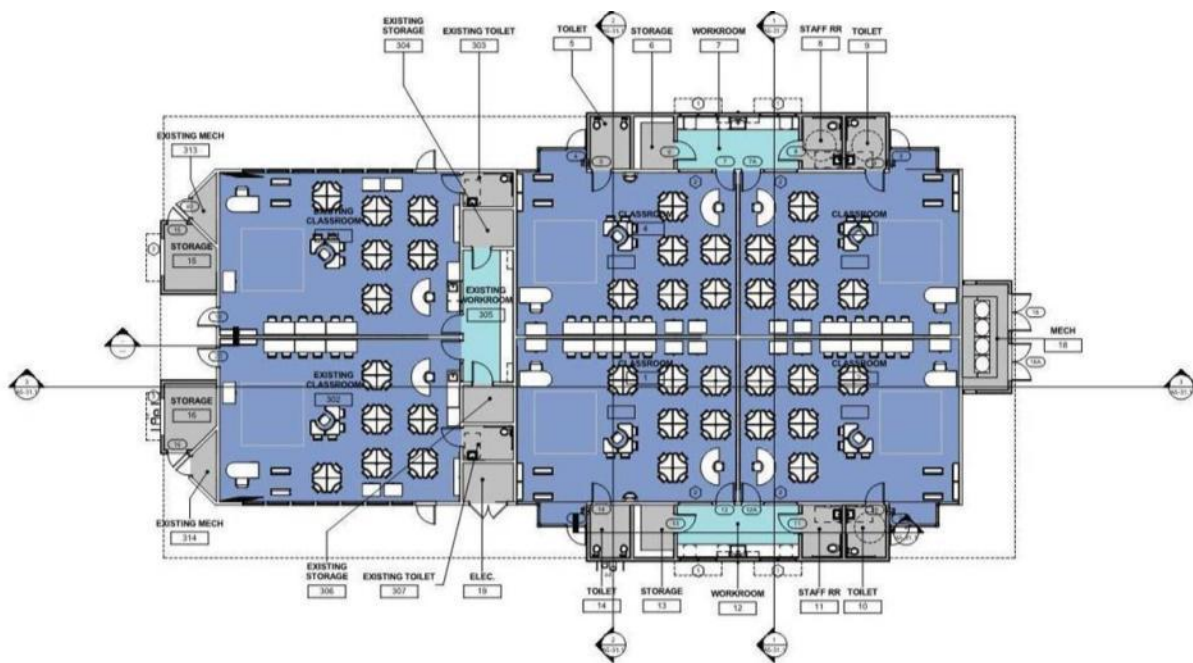
The construction manager has been moving forward to establish a guaranteed maximum price (GMP) for the proposed construction of Lemonwood. They have been actively soliciting pre-bid pricing from professionals in the construction community to provide more accurate GMP information. Discussions have also been held with the architect of record to further review the DSA required changes and approved plans regarding evaluation of proposed costs, the approved budget and the implementation of Assembly Bill (AB) 1565, a new law that went into effect on January 1, 2014.

AB 1565 requires a school district with over 2,500 students to prequalify bidders (General and M/E/P subcontractors) for construction contracts awarded on or after January 1, 2015, if the total project value is \$1,000,000 or more, and if the project is funded, in whole or in part, with State bond funds. As required, the District has entered into a third party contract to more efficiently provide the prequalification documentation and scoring required by (AB) 1565 through an on-line data entry and

scoring process, allowing for the Lemonwood prequalification process to be December 2015. This law affects all future District projects, but exempts Harrington given that it was already in construction prior to enactment of AB 1565.

Under previous action, the Board has adopted required resolutions to proceed with the filing of required applications for State new construction grants for the reconstruction of Lemonwood. Applications are slated to be formally filed with the State, beginning in January 2016 through June when the Early Childhood Development facility component is anticipated to be approved by DSA. Funds received from the submittal of these applications are anticipated to be available for Phase 2 projects based on availability and disbursement.

3.4.1 LEMONWOOD EARLY CHILDHOOD DEVELOPMENT CENTER



The reconstruction of the Lemonwood facility also retains and repurposes Building 3 of the original campus for use as an Early Childhood Development facility. Six modernized classrooms will provide space for enhanced kindergarten programs that may also accommodate transitional kindergarten or preschool programs as may be required by the District. Programming for the facility, a conceptual reconfiguration, and budget were presented to the Board in February 2015, at which time direction was provided to proceed with design of the project.

The same design and preconstruction teams from the Lemonwood Reconstruction were retained by the District for the Lemonwood Early Childhood Development facilities. Plans have been developed, reviewed by the District and delivered to DSA for review in November 2015. Given its potential for dual use, additional review steps were performed with the District to insure that licensing requirements for preschools were met, including the California Department of Social Services licensing requirements for preschool facilities and the required coordination with the local Fire Marshall. Final licensing of the

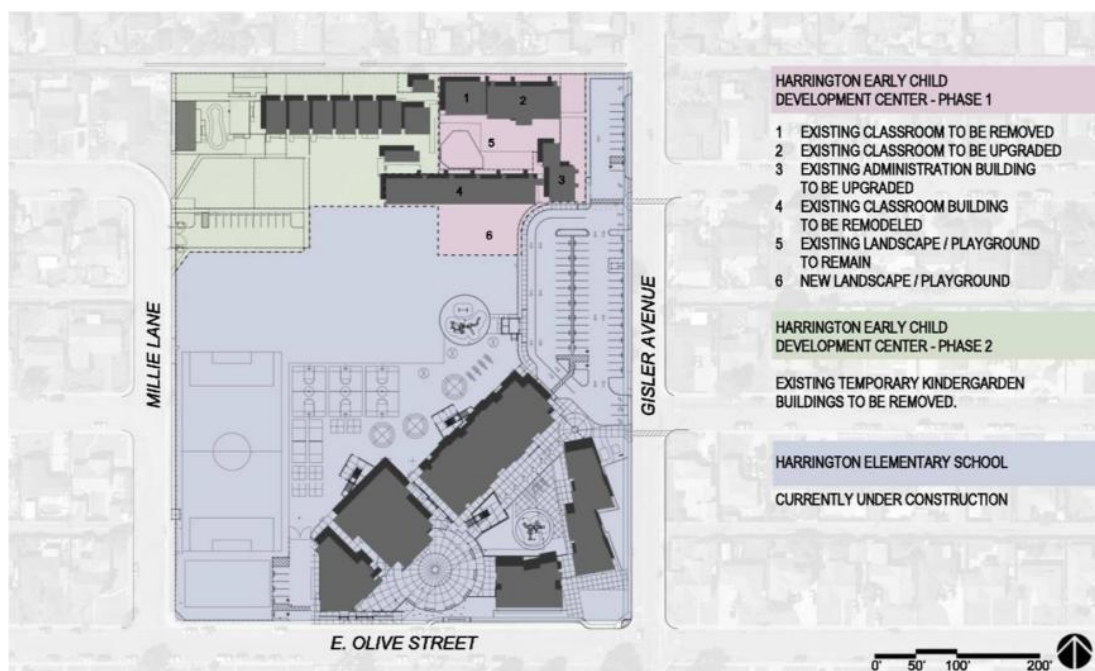
classrooms will occur upon completion of the reconstruction which is scheduled to begin in the summer of 2016 and incorporated within the larger Lemonwood Reconstruction project under an amended GMP agreement. Applications for the use of State grants are anticipated to be filed subsequent to the approval of proposed construction plans by DSA.

3.5 HARRINGTON RECONSTRUCTION

The construction and replacement of the existing Harrington Elementary School with a new 28 permanent classroom, 21st century K-5 facility is nearly complete. The new campus is designed pursuant to Board specifications to serve a capacity of up to 700 students per State standards and to maximize reimbursements from eligible SFP new construction grants. Construction activities began in September 2014 with completion anticipated in December of 2015. The new school replaces one of the oldest schools in the District in order to maintain continued K-5 grade capacity in the area.

Students and teachers are planned to be welcomed onto the new campus in January 2015. The final phase of work includes new parking facilities on the eastern side of the site and completion of the overall field areas. Once students and staff have been moved out of the existing MPR and classroom facilities, those facilities will be demolished making way for the new parking. A temporary construction fence will remain across the northern half of the campus separating students from the remaining buildings that are planned for improvement under the Early Childhood Development project. Plans to address site-wide fencing and completion of landscaping improvements are to be included as part of the Early Childhood Development project. A Grand Opening is planned for the new school facilities in the early part of 2016.

3.5.1 HARRINGTON EARLY CHILDHOOD DEVELOPMENT CENTER



The reconstruction of the Harrington facility retains and repurposes Building 4 of the original campus for use as an Early Childhood Development facility. The same design team from the new Harrington Reconstruction was retained by the District for the Harrington Early Childhood Development facilities. The facility will provide classrooms that meet Board approved specifications for enhanced kindergarten programs that may also accommodate transitional kindergarten or preschool programs as may be required by the District, in particular programs like the current NfL and the Buenaventura Migrant Head Start programs.

Programming for the facility, a conceptual reconfiguration, and an updated budget were presented to the Board in March 2015. The plans were submitted to DSA in November 2015 and are expected for approval in late Spring. Like Lemonwood, Harrington's Early Childhood Development facility went through the added review process to insure that all of the classrooms would meet the District and Department of Social Services requirements for licensing, including local Fire Marshal review. Construction is anticipated to begin upon DSA approval in June 2016, providing for the completion of the entire Harrington campus by December 2016. Final licensing of the classrooms by the Department of Social Services will occur upon completion of the reconstruction. Applications for the use of State grants are anticipated to be filed subsequent to the approval of proposed construction plans by DSA.

3.5.2 FURNITURE, FIXTURE & EQUIPMENT

An extensive inventory of required furniture, fixtures and equipment (FF&E) was developed and presented to the District providing pricing and quantities for all of the FF&E necessary to completely equip the new Harrington facility. District staff were guided on the process of selecting furniture colors, chair glide styles, storage compartment configurations and many other aspects of purchasing furniture for a new campus. IT staff was consulted regarding types of network switching equipment utilized as well as all of the materials and equipment necessary to drive the interactive display systems. Concurrently, quotes were requested of vendors with real time pricing information and documentation for the District to immediately place orders.

Once the FF&E selections were made, a lengthy and careful scheduling process was prepared to manage domestic and international shipping requirements, insuring that all of the items arrived in the timeframe necessary to avoid unnecessary delays in completing the new campus. Furniture was tracked on a weekly basis as it was assembled and shipped from various parts of the globe. Furniture began arriving in November, as scheduled, with the goal of setting up classrooms rooms in time to test and insure that all of the equipment is working properly before January occupancy. Additionally, the arrival afforded the District the opportunity to coordinate with construction personnel on the use of one or two spaces for demonstrating the functionality of the new equipment and teaching the staff how it can be used.

3.6 ELM RECONSTRUCTION



The final project design for the K-5 Elm reconstruction project was presented to the Board and approved in May 2015 for submittal to DSA for review and approval of construction drawings. The project replaces an older school with 25 new permanent classrooms to serve up to 600 students per State standards and to maximize reimbursements from eligible SFP new construction grants. The project has undergone preliminary review by CDE, with final approval anticipated subsequent to DSA approval as planned in January 2016.

Elm reconstruction is anticipated to follow the same work flow pattern as that of the Lemonwood Reconstruction project. The planned GMP bid development and AB 1565 contractor prequalification process, and subsequent completion of a negotiated final GMP will repeat the Lemonwood Reconstruction project strategy once DSA approval is received. A final GMP is anticipated to be provided to the Board for approval in March 2016 and construction scheduled to start in the second quarter of 2016. Applications for the use of State grants are anticipated to be filed subsequent to the approval of proposed construction plans by DSA.

The Elm School Project has the additional unique task of being performed under a project labor agreement (PLA) as directed by the Board in a prior meeting. A PLA requires all contractors be subject to a collective bargaining agreement in a public construction project's bid specifications, whether they are unionized or not. In order to receive a contract, a contractor must sign the agreement and perform accordingly. Performance of the agreement will be subject to a third party to be contracted by the District. The District is in the process of selecting and establishing the third party review and management process.

3.7 MARSHALL NEW CLASSROOM BUILDING



The Board has approved the construction of a twelve (12) classroom building at Marshall to meet the interim 6-8 grade level capacity required until a new middle school is constructed and to provide Marshall with additional classrooms and a long-term K-8 educational program option. Upon completion, the facility will contain 40 permanent classrooms with a capacity to house 900 students per State standard for K-8 school facilities. An environmental review is underway and expected to be completed in February 2016. A design firm has been selected by the Board and construction drawings are underway. Plans are anticipated to be presented to the Board in late winter and submittal to DSA is anticipated in spring 2016.

CDE has reviewed the site and conceptual plans and has provided preliminary approval, pending final review upon approval of the final design drawings by DSA. Applications for the use of State grants is anticipated to be filed subsequent to the approval of proposed construction plans by DSA.

3.8 MULTIPURPOSE ROOM CONSTRUCTION AT P/P K-8 SITES

The Facilities Implementation Program identifies the need to provide modernized or expanded Multipurpose Purpose Room (MPR) facilities that more adequately support the needs of the District's schools, including "Portable to Permanent" (P/P) K-8 facilities. The P/P improvements at these sites were built to replace portable classrooms and not necessarily master planned to accommodate future support facility improvements.



Chavez
 • Acres: 6.1
 • Orig. MPR:
 7,300 sq.ft.



Curren
 • Acres: 10.4
 • Orig. MPR:
 3,800 sq.ft.



Kamala
 • Acres: 8.9
 • Orig. MPR:
 5,100 sq.ft.



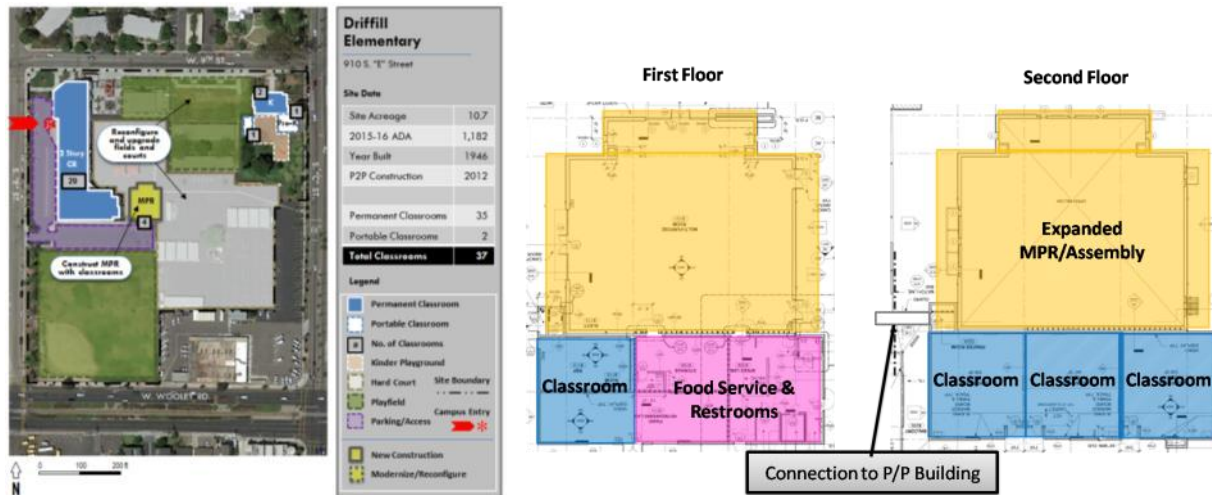
Drifill
 • Acres: 10.7
 • Orig. MPR:
 6,300 sq.ft.

As part of the June six month report, the Board approved an initial work program to proceed with the selection, planning, siting, and method of construction of potential multipurpose improvements at Chavez, Curren, Kamala and Drifill. Over the last 6 months, workshop presentations were prepared and provided to the Board to review policy and specific site considerations. Major components include:

- Existing MPR/Food Service facilities are not adequately sized to meet desired District specifications and are located far from the core classroom area
- Parking, classroom facilities, and playground orientation that predate the P/P construction present challenges as to the siting of new improvements
- Over the years additional public improvements have been constructed, often without a vision for the optimal integration of facilities (e.g. parking, solar, outdoor covered eating areas, childcare facilities)
- There is a need enhance play areas and green space as well as minimize further encroachment on existing open space
- In certain cases, relocation of existing improvements may be required as part of accommodating the new K-8 program

At Drifill, a new MPR/Food Services building is proposed based on a “reuse of plans” approach that expands and site-adjusts the Harrington MPR that was recently completed. Under this approach, the Harrington MPR plans would be repurposed for Drifill, receiving approximately 1,700 square feet of additional space in order to accommodate the existing population at Drifill with adequate assembly and food service space. Four 21st Century classroom spaces would also be provided as part of the new

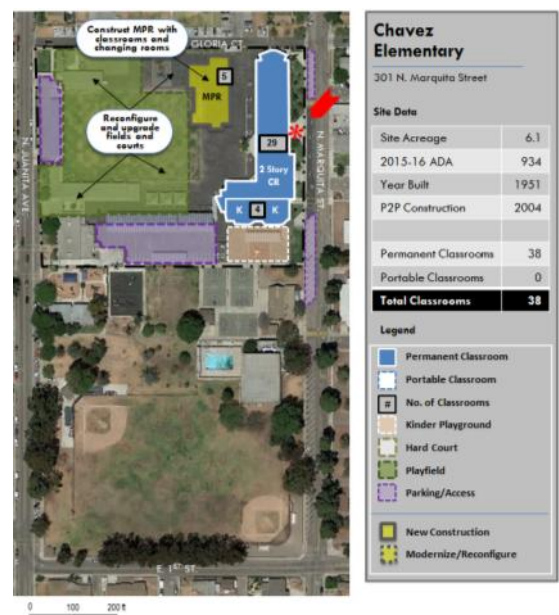
building to further reduce existing portables on the campus. The total estimated cost, as proposed at the Board’s October 2015 meeting, is \$5,856,048. Funding of the proposed plan would be dependent on State reimbursements for facilities constructed under Phase 1 and new additional local funds. Master planning, including site selection, design and determination of the method of construction are proceeding.



As with Drifhill, the adopted Basic Program under Measure “R” for Chavez calls for only nominal expansion and modernization to the existing 1950’s era multipurpose room. The ability to fund these improvements is dependent on State reimbursements for facilities that have already been constructed using 100% of Measure “R” funds. A newly constructed multipurpose facility has been studied at Chavez that would require reserving anticipated reimbursements previously committed to Chavez MPR improvements and combining them with any new sources of funds achieved beyond the Measure “R” Basic Program, either as a result of expanded State Aid resources or new local sources of funding.

A preliminary review of the need for multipurpose room construction at Chavez has been undertaken and presented to the Board for consideration and input. Conceptual facility requirements and site planning options include:

- reuse of the existing MPR building for community use
- improved play area and open space accommodated by potential demolition of an older 4 classroom building and 2 portable classrooms used as physical education changing rooms
- construction of a new multipurpose facility that may also include provisions for changing rooms and up to 5 replacement classrooms and additional program space



Kamala and Curren similarly feature 1950's era multipurpose rooms that are neither adequately sized nor effectively incorporated into each site's P/P facility. In both cases, construction of the P/P building occurred without a vision for integration of the remaining campus facilities, leaving the multipurpose room far from the center of the newly constructed facilities. The District has been continuing to explore multipurpose facility options for each of these campuses that would reserve dollars anticipated for modernization and potentially reutilize these funds toward the construction of new multipurpose facilities better suited to the requirements and specifications of each school. Under this scenario, the reserved Measure "R" funds would accompany new funding sources and be utilized to complete additional portions of each school site to specification. Alternatively, should no additional funds become available, modernization and expansion of each multipurpose room can commence upon receipt of anticipated State reimbursements.



3.9 RECOMMENDATIONS

The following facilities program components are recommended for Board adoption as part of this sixth Semi-Annual Implementation Program Update:

- adopt a budget adjustment of \$180,000 for the costs necessary to produce a new EIR for a 25 acre parcel at the Doris/Patterson site
- approve the shift of planning funds for the development of Southeast K-5 site to the Doris & Patterson project to include required K-5 planning for the new 25 acre location

FUNDING & SEQUENCING

The Facilities Implementation Program is a combination of the Basic and Enhanced Programs. The Basic Program relies on local funding, including developer fees, Mello Roos funds, capital program balances, voter approved Measure R proceeds to implement proposed programs. The Enhanced Program seeks to add to the Basic Program by maximizing State aid reimbursements for modernization and construction of school facilities. In June 2015, the Program was adjusted to accommodate the delayed funding of the State School Facilities Program (SFP), without negatively impacting the Phase 1 improvement schedule or budget. Based on the June 2015 recommendations, the remaining Measure “R” bonds were sold in order to support Phase 1. Estimated grant reimbursements under the SFP program were then shifted to fund Phase 2 and 3 projects.

The overall sequencing and timeline was also adjusted as needed to accommodate changes in implementation, including availability of funding, time constraints for third party approvals, and required design and construction schedules. Key changes included moving the construction of the new Lemonwood campus forward by two (2) years in advance of the original schedule, the planning for proposed multipurpose room improvements at the District’s P2P schools, and the assignment of budget and timelines to undergo studies and reviews associated with prospective land acquisition.

The sections below provide a review of previously adopted master budget and schedule as of the June 2015 and any recommended adjustments as of this December 2015 update.

4.1 ADOPTED MASTER BUDGET

Table 5 illustrates the adopted Program Master Budget based on the Board approved projects and estimated costs as of the June Six Month Update. The costs associated with construction are generally identified as “hard” costs and “soft” costs. Hard costs are resultant from the construction itself (e.g. materials and labor). Soft costs are those costs that are an integral part of the building process and are usually preparatory to, or supportive of, the construction. These include professional fees and other related, but non-construction costs (e.g. design development, legal services, permitting, etc.). In combination, they comprise what is properly called the total “project” cost.

The Adopted Master Budget made substantial modifications to projected sources of funding as well as identified phases of planned improvements. The lack of a State bond to replenish the School Facilities Program until 2016 required moving forward with issuing remaining Measure “R” bonds to support Phase 1 improvements while shifting anticipated State aid reimbursements to Phase 2 and 3 improvements. This adjustment allowed the acceleration of the start and completion of construction for the new Lemonwood K-8 facility

TABLE 5: ADOPTED MASTER BUDGET (FY 2013 – FY 2026)

Sources	Est. Total	Phase 1	Phase 2	Phase 3
Measure "R" Authorization				
Series A	\$ 18,390,000	\$ 18,390,000	\$ -	\$ -
Series B	\$ 25,500,000	\$ 25,500,000	\$ -	\$ -
Series C	\$ 15,750,000	\$ 15,750,000	\$ -	\$ -
Series D	\$ 30,360,000	\$ 30,360,000	\$ -	\$ -
Measure "L" Authorization	\$ 3,316,728	\$ 3,316,728	\$ -	\$ -
Measure "M" Authorization	\$ -	\$ -	\$ -	\$ -
State Bonds	\$ 285,166	\$ 285,166	\$ -	\$ -
Est. State Reimbursements	\$ 61,721,398	\$ -	\$ 33,127,856**	\$ 28,593,542
Est. Developer Fees	\$ 22,121,646	\$ 10,072,597	\$ 3,977,819	\$ 8,071,230
Mello Roos Proceeds	\$ 9,088,089	\$ 9,088,089	\$ -	\$ -
State Reimbursements (Driffill)	\$ 9,001,083	\$ 9,001,083	\$ -	\$ -
Est. Interest Earnings	\$ 2,504,158	\$ 1,173,945	\$ 1,291,267	\$ 38,946
Est. Total Sources	\$ 198,038,268	\$ 122,937,607	\$ 38,396,942	\$ 36,703,718

Uses	Est. Total	Phase 1	Phase 2	Phase 3
Acquire New K-5 Elementary Site	\$ 7,635,282	\$ 7,635,282	\$ -	\$ -
Acquire New Middle School Site	\$ 335,000	\$ 335,000	\$ -	\$ -
Acquire New SE Elementary Site	\$ 145,000	\$ 145,000	\$ -	\$ -
Reconstruct Harrington Elementary	\$ 24,210,522	\$ 24,210,522	\$ -	\$ -
Reconstruct Elm Elementary	\$ 21,076,943	\$ 21,076,943	\$ -	\$ -
Reconstruct Lemonwood K-8	\$ 32,262,636	\$ 32,262,636	\$ -	\$ -
Marshall K-8 (CR)	\$ 8,097,558	\$ 8,097,558	\$ -	\$ -
Driffill K-8 (K/MPR)	\$ 6,371,802	\$ 2,477,832	\$ 3,893,970	\$ -
Chavez K-8 (SL/MPR)	\$ 2,616,944	\$ 609,365	\$ 2,007,579	\$ -
Curren K-8 (SL/MPR)	\$ 5,142,440	\$ 560,940	\$ 4,581,500	\$ -
Kamala K-8 (SL/MPR)	\$ 2,637,928	\$ 553,389	\$ 2,084,539	\$ -
McAuliffe ES (K/MPR)	\$ 1,777,234	\$ 336,509	\$ -	\$ 1,440,725
Brekke ES (K/MPR)	\$ 968,679	\$ 271,122	\$ -	\$ 697,557
Ritchen ES (K/MPR)	\$ 3,901,725	\$ 631,837*	\$ -	\$ 3,269,888
Project 1 Adjustment	\$ 405,851	\$ 405,851	\$ -	\$ -
Fremont MS (SL/Gym)	\$ 7,353,479	\$ 1,796,043	\$ 5,557,436	\$ -
Haydock MS (SL/Gym)	\$ 6,623,903	\$ 1,066,467	\$ 5,557,436	\$ -
Marina West ES (K, MPR)	\$ 6,027,002	\$ -	\$ -	\$ 6,027,002
McKinna ES (K)	\$ 1,307,554	\$ -	\$ -	\$ 1,307,554
Rose ES (K, MPR)	\$ 7,992,686	\$ -	\$ -	\$ 7,992,686
Sierra Linda ES (K, MPR)	\$ 5,024,564	\$ -	\$ -	\$ 5,024,564
Ramona ES (MPR)	\$ 1,755,474	\$ -	\$ -	\$ 1,755,474
Planning for K-8 MPRs	\$ 175,000	\$ 175,000	\$ -	\$ -
Technology	\$ 29,201,175	\$ 11,201,175	\$ 9,000,000	\$ 9,000,000
Subtotal	\$ 183,046,382	\$ 113,848,471	\$ 32,682,459	\$ 36,515,451
Program Reserve	\$ 14,991,885	\$ 9,089,135	\$ 3,268,246	\$ 2,634,504
Est. Total Uses	\$ 198,038,268	\$ 122,937,607	\$ 35,950,705	\$ 39,149,955
Est. Ending Fund Balance	\$ 0	\$ 0	\$ 2,446,237	\$ 0
Revised Master Budget	\$ 198,038,268			

*Includes New Special Day Classroom

**Assumes that only reimbursements for Lemonwood, Harrington, and Land Acquisition are received in Phase 2

earlier than originally planned. Overall, the Adopted Master Budget called for an approximate \$198 million in capital improvements over a three phase program.

Phase 1 spans the period from FY2013-2017 and is well underway. Major work focused on completion of improvements to kindergarten facilities at Ritchen, Brekke, McAuliffe, and Driffill schools, and design and construction of science labs at Chavez, Curren, Kamala, Haydock, and Fremont schools to accommodate the educational reconfiguration plan. State-of-the-art learning resources, including 1:1 mobile devices for all students and teachers were also deployed. The reconstruction of Harrington, Lemonwood, and Elm schools have been designed with the new Harrington opening in January and the other schools starting construction in 2016. A new elementary school site has been purchased and Marshall School is being designed for K-8 enrollment to accommodate future anticipated growth. A planning budget has also been provided to support planning efforts for the conceptual design, siting, and methodology for construction for MPR facilities at the District's P2P schools.

Phase 2 begins in 2018 and extends through the fiscal year ending in 2020 with major work focused on gym improvements at Fremont and Haydock Middle schools and multipurpose rooms improvements at Chavez, Curren, Kamala and Driffill. The replenishment of new technology is likewise included. Phase 2 is highly dependent on the receipt of State aid reimbursements and future Developer Fee collections.

Phase 3 is projected to begin in 2021 and extends through the fiscal year ending in 2026. Major work during this phase includes design and construction of multipurpose room improvements at Marina West, Rose, Sierra Linda, Brekke, McAuliffe, Ramona, and Ritchen schools and improvement of kindergarten facilities at McKinna, Marina West, Rose, and Sierra Linda schools. Funds for the scheduled refresh and deployment of modern classroom technology are also budgeted. Phase 3 is also highly reliant on State aid reimbursements and Developer Fee collections.

4.2 REVISED MASTER BUDGET

The table that follows presents the proposed Revised Master Budget for Board consideration as of the December Program Update report. Overall funding is projected to remain substantially similar to that identified in the prior six month report for all three phases. Proposed uses remain focused on projects previously approved by the Board with the exception of expenditures for the Southeast K-5 school site which has been combined with the new planned 25 acre parcel for the middle school as well. The project budget for this item is also being increased to support the completion of an environmental impact report for the project.

At the direction of the Board, a major modification to the funding program was achieved by issuing the remaining authorization under Measure "R" in order to accelerate the start and construction of the new Lemonwood K-8 facility, absent the receipt of SFP funding to date. In order to sell the remaining Measure "R" bonds, the District submitted and received a waiver request from the State to increase its statutory debt limit, pursuant to Education Code Section 15270. Remaining bonds were sold in June and proceeds are now available to proceed with planned construction.

TABLE 6: REVISED MASTER BUDGET (FY 2013 – FY 2026)

Sources	Est. Total	Phase 1	Phase 2	Phase 3
Measure "R" Authorization				
Series A	\$ 18,390,000	\$ 18,390,000	\$ -	\$ -
Series B	\$ 25,500,000	\$ 25,500,000	\$ -	\$ -
Series C	\$ 15,750,000	\$ 15,750,000	\$ -	\$ -
Series D	\$ 30,360,000	\$ 30,360,000	\$ -	\$ -
Measure "L" Authorization	\$ 3,316,728	\$ 3,316,728	\$ -	\$ -
Measure "M" Authorization	\$ -	\$ -	\$ -	\$ -
State Bonds	\$ 285,166	\$ 285,166	\$ -	\$ -
Est. State Reimbursements	\$ 61,721,398	\$ -	\$ 33,127,856**	\$ 28,593,542
Est. Developer Fees	\$ 22,121,646	\$ 10,072,597	\$ 3,977,819	\$ 8,071,230
Mello Roos Proceeds	\$ 9,088,089	\$ 9,088,089	\$ -	\$ -
State Reimbursements (Driffill)	\$ 9,001,083	\$ 9,001,083	\$ -	\$ -
Est. Interest Earnings	\$ 2,458,268	\$ 1,173,945	\$ 1,261,128	\$ 23,195
Est. Total Sources	\$ 197,992,378	\$ 122,937,607	\$ 38,366,803	\$ 36,687,967

Uses	Est. Total	Phase 1	Phase 2	Phase 3
Acquire New K-5 Elementary Site	\$ 7,635,282	\$ 7,635,282	\$ -	\$ -
Acquire New K-5/Middle School Site	\$ 660,000	\$ 660,000	\$ -	\$ -
Reconstruct Harrington Elementary	\$ 23,127,171	\$ 23,127,171	\$ -	\$ -
Reconstruct Elm Elementary	\$ 21,076,943	\$ 21,076,943	\$ -	\$ -
Reconstruct Lemonwood K-8	\$ 31,402,250	\$ 31,402,250	\$ -	\$ -
Marshall K-8 (CR)	\$ 8,097,558	\$ 8,097,558	\$ -	\$ -
Driffill K-8 (K/MPR)	\$ 6,371,802	\$ 2,477,832	\$ 3,893,970	\$ -
Chavez K-8 (SL/MPR)	\$ 2,639,828	\$ 632,249	\$ 2,007,579	\$ -
Curren K-8 (SL/MPR)	\$ 5,165,127	\$ 583,627	\$ 4,581,500	\$ -
Kamala K-8 (SL/MPR)	\$ 2,687,047	\$ 602,508	\$ 2,084,539	\$ -
McAuliffe ES (K/MPR)	\$ 1,777,234	\$ 336,509	\$ -	\$ 1,440,725
Brekke ES (K/MPR)	\$ 968,679	\$ 271,122	\$ -	\$ 697,557
Ritchen ES (K/MPR)	\$ 3,901,725	\$ 631,837*	\$ -	\$ 3,269,888
Project 1 Adjustment	\$ 284,586	\$ 284,586	\$ -	\$ -
Fremont MS (SL/Gym)	\$ 7,380,054	\$ 1,822,619	\$ 5,557,436	\$ -
Haydock MS (SL/Gym)	\$ 6,623,903	\$ 1,066,467	\$ 5,557,436	\$ -
Marina West ES (K, MPR)	\$ 6,027,002	\$ -	\$ -	\$ 6,027,002
McKinna ES (K)	\$ 1,307,554	\$ -	\$ -	\$ 1,307,554
Rose ES (K, MPR)	\$ 7,992,686	\$ -	\$ -	\$ 7,992,686
Sierra Linda ES (K, MPR)	\$ 5,024,564	\$ -	\$ -	\$ 5,024,564
Ramona ES (MPR)	\$ 1,755,474	\$ -	\$ -	\$ 1,755,474
Planning for K-8 MPRs	\$ 175,000	\$ 175,000	\$ -	\$ -
Harrington CDC	\$ 1,083,351	\$ 1,083,351	\$ -	\$ -
Lemonwood CDC	\$ 860,386	\$ 860,386	\$ -	\$ -
Technology	\$ 29,201,175	\$ 11,201,175	\$ 9,000,000	\$ 9,000,000
Subtotal	\$ 183,226,382	\$ 114,028,471	\$ 32,682,459	\$ 36,515,451
Program Reserve	\$ 15,795,926	\$ 8,909,136	\$ 3,268,246	\$ 3,618,544
Est. Total Uses	\$ 197,992,377	\$ 122,937,607	\$ 35,950,705	\$ 39,104,064
Est. Ending Fund Balance	\$ 0	\$ 0	\$ 2,416,098	\$ 0
Revised Master Budget	\$ 197,992,378			

*Includes New Special Day Classroom

**Assumes that only reimbursements for Lemonwood, Harrington, and Land Acquisition are received in Phase 2

4.2.1 PHASE I MASTER BUDGET & SCHEDULE

The total of budgeted expenditures for Phase 1 improvements presented has remained similar to that in the prior six month update at \$122.9 million. All of the proposed budget adjustments provided for Board consideration as part of the Phase 1 Revised Master Budget are proposed to be made through adjustments to the Program Reserve and total \$180,000. Table 7 below documents these changes and details are provided in the Facilities Program portion of this report.

TABLE 7: PHASE I MASTER BUDGET & SCHEDULE (FY 2013 – FY 2017)

Project	Adopted Schedule Jan 2013	Schedule As of Dec 2015	Budget	Variance
Acquire New Sites				
Elementary School	2013	2013	\$7,635,282	\$0
SE Elementary School			\$0	(\$145,000)
K-5 / Middle School		2014/16	\$660,000	\$325,000
Est. Subtotal Acquire New Sites			\$8,295,282	\$180,000
Design & Reconstruct Sites				
Harrington Elem. K-5	2013/14	2013/14	\$23,127,171	\$0
Lemonwood K-8	2014/16	2014/18	\$31,402,250	\$0
Elm Elem. K-5	2015/16	2014/16	\$21,076,943	\$0
Est. Subtotal Design & Reconstruct Sites			\$75,606,364	\$0
Design & Improve K-5 Kindergarten Facilities	2013/14	2013/14		
Ritchen			\$631,837 **	\$0
Brekke			\$271,122	\$0
McAuliffe			\$336,509	\$0
Driffill			\$2,477,832	\$0
Est. Subtotal Kindergarten Facilities			\$3,717,300	\$0
Design & Construct Science Labs	2013/14	2013/14		
Chavez Science Labs K-8			\$632,249	\$22,884
Curren Science Labs K-8			\$583,627	\$22,687
Kamala Science Labs K-8			\$602,508	\$49,119
Haydock Science Labs 6-8 & Utility Upgrades			\$1,066,467	\$0
Fremont Science Labs 6-8 & Utility Upgrades			\$1,822,619	\$26,576
Est. Subtotal Science Labs			\$4,707,469	\$121,265
Project 1 Adjustment		2015	\$284,586	(\$121,265)
Childhood Development Center Improvements				
Harrington		2015	\$1,083,351	\$0
Lemonwood		2016	\$860,386	\$0
Est. Subtotal Pre-Kindergarten Improvements			\$1,943,737	\$0
Marshall K-8 12 Classroom Building		2015/17	\$8,097,558	\$0
Planning for K-8 MPRs		2016	\$175,000	\$0
Technology	2013/16	2013/15	\$11,201,175	\$0
Program Reserve	2013	2013	\$8,909,136	(\$180,000)
Est. Total			\$122,937,607	\$0

Est. Ending Fund Balance

\$0

*Current dollars

**Includes New Special Day Classroom

Relative to schedule, DSA approval for Lemonwood was granted in November and the completion schedule has moved accordingly to 2018. The land acquisition schedule for the new combined K-5/6-8 site at Doris/Patterson remains extended to accommodate local agency approvals and negotiations for acquisition from the owner.

4.2.2 PHASE II MASTER BUDGET & SCHEDULE

Phase 2 improvements are substantially dependent on State reimbursement of Phase 1 eligible projects. Table 8 demonstrates that those projects remain on schedule and budget. Projects are focused on the construction of MPR's at the Chavez, Curren, Kamala, and Driffill K-8 sites. Additional Gym/MPR facilities are scheduled at Fremont and Haydock middle schools and the technology budget is refreshed to cover ongoing upgrades required to maintain 21st Century Facilities standards.

TABLE 8: PHASE II MASTER BUDGET & SCHEDULE (FY 2018 – FY 2020)

Project	Adopted Schedule Jan 2013	Schedule As of Dec 2015	Budget	Variance
Design & Construct K-8 Multipurpose Room				
Chavez	2023	2020	\$2,007,579	\$0
Curren	2025	2020	\$4,581,500	\$0
Kamala	2023	2020	\$2,084,539	\$0
Driffill	2023	2020	\$3,893,970	\$0
Est. Subtotal K-8 Multipurpose Room			\$12,567,588	\$0
Design & Construct 6-8 Gym/MPR				
Fremont	2019	2019	\$5,557,436	\$0
Haydock	2021	2019	\$5,557,436	\$0
Est. Subtotal 6-8 Gym/MPR			\$11,114,871	\$0
Est. Subtotal K-8/6-8 MPR/Gyms			\$23,682,459	\$0
Technology	2020	2020	\$9,000,000	\$0
Program Reserve	2017	2018	\$3,268,246	\$0
Est. Total			\$35,950,705	\$0
Est. Ending Fund Balance			\$2,416,098	-\$30,139

4.2.3 PHASE III MASTER BUDGET & SCHEDULE

Phase 3 projects remain unchanged from the June report. New MPR's and Kindergarten spaces are proposed at Marina West, Rose, Sierra Linda, Brekke, McAuliffe, Ramona and Ritche Schools. MPR improvements are proposed at McKinna, Marina West, Rose and Sierra Linda. The technology budget is also replenished for the continued upgrade of 21st Century learning spaces. Phase 3 projects may be severely impacted if a new State Bond is not passed in November 2016, as these projects are to be funded from local developer fees and State School Facility Program reimbursements for eligible projects completed as part of Phase 2 improvements.

TABLE 9: PHASE III MASTER BUDGET & SCHEDULE (FY 2021 – FY 2026)

Project	Adopted Schedule Jan 2013	Schedule As of Dec 2015	Budget	Variance
Design & Construct K-5 Multipurpose Room				
Marina West	2025	2026	\$3,511,836	\$0
Rose	2025	2024	\$4,812,469	\$0
Sierra Linda	2025	2023	\$3,197,339	\$0
Brekke	2025	2026	\$697,557	\$0
McAuliffe	2022	2022	\$1,440,725	\$0
Ramona	2022	2022	\$1,755,474	\$0
Ritchen	2021	2021	\$3,269,888	\$0
Est. Subtotal K-5 Multipurpose Room			\$18,685,288	\$0
Design & Improve K-5 Kindergarten Facilities				\$0
McKinna	2022	2021	\$1,307,554	\$0
Marina West	2022	2021	\$2,515,166	\$0
Rose	2024	2022	\$3,180,218	\$0
Sierra Linda	2022	2021	\$1,827,226	\$0
Est. Subtotal Kindergarten Facilities			\$8,830,164	\$0
Technology	2025	2025	\$9,000,000	\$0
Program Reserve	2021	2021	\$3,618,544	\$984,040
Est. Total			\$40,133,995	\$984,040
Est. Ending Fund Balance				\$0

STATE AID, DEVELOPER FEES & EXPENDITURES

5.1 STATE AID

The State of California provides assistance to eligible school districts in the modernization and new construction of public schools through the School Facilities Program (SFP) through the Office of Public School Construction (OPSC) of the Department of General Services. The bond is primarily financed by periodic voter approved bonds to fund school improvements. All existing bond authority has been exhausted and the program is in need of replenishment. To date, the SFP has more than \$2.0 billion in projects that is beyond the State's current bonding authority, however, a future State bond is anticipated for 2016.

A 2016 State bond has been proposed by the Californians for Quality Schools (CQS) Initiative. This initiative proposes the placement of a \$9 billion State School Bond on the November 2016 ballot, with \$7 billion for K-12 and \$2 billion for community colleges. All necessary signatures were received and verified for the initiative, therefore qualifying the initiative for the November 2016 ballot. Separately, the legislature is continuing its own process to place a school bond measure on a 2016 ballot. Either the CQS initiative or a bill from the legislature will produce a statewide bond in 2016 for voter consideration. CFW continues to track any proposed changes to the existing SFP and to submit applications for funding on behalf of the District.

The Implementation Program has been designed to optimize available and anticipated State grants for planned improvements. The June 2015 update adjusted the Program funding and sequencing to accommodate delayed funding from the State without impacting the Phase 1 improvement schedule or budget. To accommodate the adjustment, additional Measure "R" bonds were issued to support Phase I and anticipated State aid reimbursements from Phase I projects were shifted to fund Phase 2 project improvements.

The District continues to participate in the State program for school modernization and new construction. The Program is subject to periodic adjustment; therefore the district continues to maintain an active role in seeking and navigating the overall process. These programs are summarized below as well as the District's current and projected eligibility for program funding. Applications that have been approved by the District and submitted to OPSC are summarized and projected applications for potential funding of additional projects are also presented.

5.1.1 STATE AID MODERNIZATION ELIGIBILITY UPDATE

The State's Modernization Program provides state funds on a 60-40 state and local sharing basis for improvements that educationally enhance existing school facilities. Eligible projects include modifications such as air conditioning, plumbing, lighting, and electrical systems. Applications are submitted to the Office of Public School Construction in two stages:

1. **Eligibility:** Modernization eligibility is established separately for each school site and requires that permanent facilities be at least 25 years old and portable facilities be at least 20 years old. Students must be enrolled in those facilities based on State classroom loading standards of 25 per classroom for grades K-6 and 27 per classroom for grades 7-8. Once established, site eligibility is not subject to annual review.
2. **Funding:** A district with modernization eligibility may request funding on a 60-40 State grant/local match basis. The pupil grant is currently \$3,939 for grades K-6 and \$4,167 for grades 7-8. Eligible costs include design, construction, educational technology, testing, inspection, furniture and equipment. Limited supplemental funding is available for excessive cost such as fire safety and accessibility improvements. Grant levels are periodically reviewed by the State. Program funding is subject to project performance and certification at the completion of construction.

Table 10 summarizes the District's eligibility for State modernization grants for permanent and portable facilities, provides a summary of submitted applications, and illustrates remaining eligibility after applications are submitted. These are estimated based on an inventory maintained by the District for each school site relative to age of classroom facilities.

To date, two grant applications have been submitted to the State totaling \$998,547 for the Fremont and McCauliffe Project 1 modernization projects. This amount represents the estimated base grant and excludes any additional anticipated allowances (e.g., accessibility, fire code, etc.) which may increase the potential overall grant amount upon apportionment. Overall, approximately 127 classrooms are currently eligible for modernization for approximately \$13.0 million in State grants in support of Phase 1 projects and an additional \$16.5 million is projected for Phase 3 projects.

Taking into consideration the applications filed, total remaining modernization eligibility is estimated to be \$28.4 million over the planned phases of improvements including \$12 million in Phase 1 and \$16.4 million in Phase 3. No eligibility is anticipated for modernization of projects to be improved during Phase 2. All modernization projects require a local match to be provided by the District.

TABLE 10: ESTIMATED MODERNIZATION ELIGIBILITY – CLASSROOMS 60-40 PROGRAM (2015)

School Site	CRMs	Phase I (FY 2013-17)		Phase II (FY 2018-20)	Phase III (FY 2021-26)		Total Amount
		CRMs	Amount		CRMs	Amount	
Brekke	28	0			28	\$2,757,300	\$2,757,300
Chavez	0	0			0		\$0
Curren	1	0			1	\$98,475	\$98,475
Driffill	0	0			0		\$0
Elm	19	0			19	\$1,871,025	\$1,871,025
Frank	48	0			48	\$5,400,432	\$5,400,432
Fremont	36	36	\$4,050,324		0		\$4,050,324
Harrington	0	0			0		\$0
Haydock	0	0			0		\$0
Kamala	5	0			5	\$492,375	\$492,375
Lemonwood	15	8	\$787,800		7	\$689,325	\$1,477,125
Marina West	14	8	\$787,800		6	\$590,850	\$1,378,650
Marshall	0	0			0		\$0
McAuliffe	35	33	\$3,249,675		2	\$196,950	\$3,446,625
McKinna	14	7	\$689,325		7	\$689,325	\$1,378,650
Ramona	24	0			24	\$2,363,400	\$2,363,400
Ritchen	29	27	\$2,658,825		2	\$196,950	\$2,855,775
Rose	3	0			3	\$295,425	\$295,425
Sierra Linda	16	8	\$787,800		8	\$787,800	\$1,575,600
Soria	0	0			0		\$0
Total	287	127	\$13,011,549		160	\$16,429,632	\$29,441,181
Submitted Applications							
Project 1 - Fremont		8	\$900,072				
Project 1 - McCauliffe		1	\$98,475				
		9	\$998,547				
Remaining Eligibility		118	\$12,013,002		160	\$16,429,632	\$28,442,634

**Current dollars*

5.1.2 STATE AID NEW CONSTRUCTION ELIGIBILITY UPDATE

The State’s New Construction Program provides State funds on a 50/50 state and local sharing basis for eligible projects that add permanent classroom 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 permanent 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 on a 50/50 State grant/local match basis. The pupil grant is currently \$10,345 for grades K-6 and \$10,942 for grades 7-8, and is counted based on each student found to exceed a district’s permanent capacity to house students. Eligible costs include design, construction, testing, inspection, furniture and equipment, and other costs closely related to the actual construction of school buildings. Supplemental grants are available for site acquisition, utilities, on/off-site and general site development, and other excessive costs. Grant levels are periodically reviewed by the State.

Table 11 summarizes the District’s estimated new construction eligibility based on the latest pupil grant amounts approved by the State. No changes are reported since the June 2015 update. The District is currently eligible for approximately \$69.1 million in new construction grants, including \$58.9 million for grades K-6 and \$10.2 million for 7-8 grade levels. These amounts continue to be subject to a local match requirement by the District equal to the amount of the total State grant. If enrollment continues to grow, the amount of State eligibility for new construction is expected to increase. The estimated eligibility is available district wide, but subject to the availability of funding from the State School Facilities Program.

TABLE 11: ESTIMATED NEW CONSTRUCTION ELIGIBILITY – 50/50 PROGRAM (2015)

Grade Level	Eligible Pupils	Grant Value (Jan 2015)	*Est. Grant Amount (50%)	Est. Local Match (50%)
K-6	5,691	\$10,345	\$58,873,395	\$58,873,395
7-8	932	\$10,942	\$10,197,944	\$10,197,944
Total	6,623		\$69,071,339	\$69,071,339

**Does not include State reimbursements for land acquisition.*

5.1.3 NEW CONSTRUCTION GRANT APPLICATIONS

As shown in Table 12, three New Construction applications have been filed with the Office of Public School Construction (OPSC) for a total of \$16.3 million. This amount represents the estimated base grant and excludes any additional anticipated allowances for site development and SDC pupils, which may increase the potential overall grant amount upon apportionment. Taking into consideration the District’s total eligibility of \$69 million, it is estimated that \$59 million in eligibility remains based on remaining pupil grants. The State does not deduct pupil grants from the total eligibility for land acquisition, therefore pupil grants are not reported for the Seabridge land purchase and the grant amount is not deducted from the eligibility.

The District has secured its place in line for these applications as part of the State’s “Acknowledge List”. Per the current regulations, this list represents applications received after November 1, 2012 that exceed the bonding authority remaining for the State. The OPSC reviews these applications to confirm that all necessary documents are provided and then submits the applications to the State Allocation

Board (SAB) for acknowledgment, but not approval. Once bonding authority is replenished, applications are then placed on the SAB for approval and apportionment.

TABLE 12: SUBMITTED NEW CONSTRUCTION GRANT APPLICATIONS (2015)

	Pupil Grants			Est. Grant Amount ¹
	K-6	7-8	Total	
Current Eligibility	5,691	932	6,623	\$69,071,339
<i>Less applications filed for:</i>				
Seabridge Land Purchase ²	0	0	0	\$6,517,350
Drifill Kindergarten	0	132	132	\$1,444,344
New Harrington School	807	0	807	\$8,348,415
Total grants used	807	132	939	\$16,310,109
Total grants remaining	4,884	800	5,684	\$59,278,580

1. Does not include State reimbursements for land acquisition

2 State reimbursement of 50% of land acquisition costs sought; no pupil grants to be used

Based on planned improvements under Phase 1, additional new construction grant applications are proposed to be filed for reimbursement. Table 13 provides a summary of future anticipated new construction applications to be submitted to the State totaling approximately \$25.2 million for remaining Phase I improvements at Harrington, Elm, Lemonwood and Marshall. All of these projects have been approved by the Board and are in various stages of design or DSA approval.

Absent any other major plan for the use of State grants, a supplemental “use of grants” approach is planned to be utilized at Elm and Lemonwood, which allows the ability to utilize higher pupil loading standards than the State standard on its funding application, as long as those standards are within the approved district’s teacher contract and do not exceed 33 pupils per classroom. A higher loading standard increases the number of pupil grants that the State would allocate to a project, which in turn increases the amount of State funding for that project. Notwithstanding the application, a District is not required to actually load the classroom at the higher local standard when built. By using a higher standard on the application, but a lower standard in the actual loading of classrooms, the share of the project cost shouldered by the State is increased while decreasing that of the District. Utilizing this method is projected to garner approximately \$4.7 million in additional grant funding for Elm and Lemonwood.

Based on the estimated use of pupil grants, approximately \$34 million is estimated to remain for future new construction to address the District’s projected enrollment needs. To obtain State funding, a local match would be required for these future projects, plus any additional amounts necessary to complete the total required school construction costs.

TABLE 13: ANTICIPATED NEW CONSTRUCTION APPLICATIONS

	Remaining New Construction Grants			Grant Amount
	K-6	7-8	Total	
Remaining pupil eligibility	4,884	800	5,684	\$59,278,580
<i>Less grants for Measure "R" projects to be used at:</i>				
Harrington Child Dev Ctr	38	0	38	\$393,110
Elm	600	0	600	\$6,207,000
Elm ("Use of Grants")	192	0	192	\$1,986,240
Lemonwood	656	279	935	\$9,839,138
Lemonwood ("Use of Grants")	184	72	256	\$2,691,304
Lemonwood Child Dev Ctr	57	0	57	\$590,580
Marshall	108	216	324	\$3,480,732
Total grants used	1,835	567	2,402	\$25,188,104
Total grants remaining	3,049	233	3,282	\$34,090,476

5.2 DEVELOPER FEES

A developer fee study was presented to the District in March of 2015 recommending a Level 2 developer fee of \$3.06 per square foot of new residential development by the District. The study provided projections estimating that an additional 925 residential units would be constructed over the next five years. Thus far, the Measure "R" program has collected \$6.4 million in residential developer fees that represent approximately 29% of the total projected to be collected under the Measure "R" program for Phase 1, 2, and 3 projects.

The projected rate of growth over the next five year period is less than the average rate of growth that was originally used to establish the District's developer fee over the last 4 years. Although this rate is lower than the historical average experienced by the District, the growth rate could improve and provide additional funds as the economy continues to improve. For purposes of completing Phase 1 projects, the revised Master Budget maintains projected developer fee receipts of approximately \$10.1 million based on the City of Oxnard's projected pace of development. The impact would be seen in Phases 2 and 3 if the economy does not continue to grow and generate a higher development growth rate. All developer fees are calculated within the revised Master Budget to complete Program projects in each phase. If additional residential development occurs beyond the scope of the Measure "R" program, the District may choose to allocate the additional revenue to alternative uses including future Program proposals.

5.3 PROJECT EXPENDITURE TO DATE

A budget and expenditure tracking protocol has been established and utilized for Phase 1 projects under current implementation. As of the June 2015 Semi-Annual Report, the total Phase 1 budget was approximately \$122.9 million, inclusive of the program reserve. Any changes to sources, uses, and schedules included in this report have taken into account actual District expenditures for the respective projects and are tracked against established project budgets. As needed, the program reserve and

estimated ending fund balance will be utilized to accommodate unforeseen, but required budget adjustments.

Table 14 provides a summary report of expenditures made for the Program during the period July 1, 2012 – October 31, 2015. Expenditures made after this period will be accounted for in the next Semi-Annual update. The District’s financial system accounts for expenditures by Fiscal Year (July 1 – June 30). The report is organized by Fiscal Year and includes expenditures across various construction funds. It should be noted that expenditures reporting is based on the budget approved as part of the June 2015 Semi-Annual Report. Once the recommended budget adjustments are approved as part of this December 2015 report, subsequent expenditure reports will reflect the revised budget value.

TABLE 14: ESTIMATED PHASE I EXPENDITURES TO DATE

Project	Adopted Budget	Fiscal Year Expenditures				Total
		2012-13	2013-14	2014-15	2015-16 ¹	
Acquire Site New Elem K-5	\$7,635,282	\$7,601,124	\$34,158	\$0	\$13,330	\$7,648,613
Acquire Site New MS Site	\$335,000	\$0	\$14,625	\$38,873	\$77,150	\$130,649
Acquire Site New SE Elem	\$145,000	\$0	\$0	\$3,056	\$30,807	\$33,863
Design & Reconstruct Harrington Elem K-5	\$23,127,171	\$180,707	\$1,417,721	\$12,223,694	\$3,715,180	\$17,537,303
Design & Reconstruct Lemonwood Elem K-8	\$31,402,250	\$175,006	\$817,688	\$1,484,363	\$300,247	\$2,777,304
Design & Reconstruct Elm Elem K-5	\$21,076,943	\$0	\$403,304	\$1,301,284	\$134,571	\$1,839,159
Design & Improve K-5 Kindergarten Facilities						
Ritchen	\$456,837	\$10,550	\$63,364	\$340,753	\$13,143	\$427,809
Brekke	\$271,122	\$11,473	\$55,041	\$199,463	\$3,913	\$269,890
McAuliffe	\$336,509	\$10,521	\$84,984	\$214,402	\$6,452	\$316,359
Driffill	\$2,477,832	\$51,334	\$56,711	\$242,911	\$0	\$350,956
Total K-5 Kindergarten Facilities	\$3,542,300	\$83,877	\$260,099	\$997,529	\$23,508	\$1,365,013
Design & Construct Science Labs/Academies						
Chavez	\$632,249	\$11,733	\$163,069	\$443,415	\$14,033	\$632,249
Curren	\$583,627	\$11,733	\$113,723	\$445,445	\$12,726	\$583,627
Kamala	\$602,508	\$11,733	\$148,583	\$428,652	\$13,541	\$602,508
Haydock	\$1,066,467	\$62,116	\$294,587	\$664,459	\$16,286	\$1,037,448
Fremont	\$1,822,619	\$83,074	\$505,454	\$1,208,865	\$327	\$1,797,720
Total Science Labs/Academies	\$4,707,469	\$180,388	\$1,225,415	\$3,190,835	\$56,913	\$4,653,552
Project 1 Remaining Adjustment	\$284,586					
Pre-Kindergarten Improvements						
Harrington	\$1,083,351	\$0	\$0	\$0	\$20,995	\$20,995
Lemonwood	\$860,386	\$0	\$0	\$0	\$6,753	\$6,753
Total Pre-Kindergarten Improvements	\$1,943,737	\$0	\$0	\$0	\$27,748	\$27,748
Ritchen New Special Day Classroom	\$175,000	\$0	\$0	\$9,011	\$86,971	\$95,982
Marshall K-8 12 Classroom Addition	\$8,097,558	\$0	\$0	\$3,800	\$52,213	\$56,013
FF&E Allowance	\$17,694	\$0	\$14,455	\$3,238	\$0	\$17,694
Planning related to MPRs for P/P K-8 Schools	\$175,000	\$0	\$0	\$0	\$59,495	\$59,495
Technology	\$11,201,175	\$1,320,563	\$7,455,662	\$2,136,011	\$283,663	\$11,195,900
Program Planning	\$150,474	\$150,000	\$474	\$0	\$0	\$150,474
Program Reserve	\$8,920,968					
TOTAL	\$122,937,608	\$9,691,666	\$11,643,603	\$21,391,694	\$4,861,799	\$47,588,762

Notes:

1. Fiscal Year 2015-16 expenditures are as of October 31, 2015
2. Budgets have been adjusted per the June 2015 Semi-Annual Implementation Program Update approved by Board
3. Figures presented above are unaudited

As of October 31, 2015, approximately \$47.6 million has been expended for the Program. The District has also expended approximately \$27.7 million in expenditures outside of the program for other facilities related needs, for a total of \$75.3 million in total construction fund expenditures for the duration of the Program to date. Detailed expenditure reports, broken down into subcategories of spending have been prepared and submitted to District staff, and are available for review by the Board and Citizens Oversight Committee.

SECTION 6:

RECOMMENDATIONS

6.1 CONCLUSION & RECOMMENDATIONS

Over the next six months of implementation, the Master budget will continue to be monitored and maintained. Expenditure reporting will continue and be updated to reflect recommended budget adjustments provided in this December 2015 report. Budgets will also be reviewed and adjusted, where required, to accommodate actual contract commitments achieved over the next six months. Steps will be taken to continue filing for State funding applications and required agency approvals for project development and construction. Status reports will be provided to the Board as needed.

As part of the formal review process, it is recommended that the Board:

- Accept and adopt the December 2015 Semi-Annual Implementation Program Update as an adjustment to the Facilities Implementation Program as recommended.
- Establish a date at its regularly scheduled December 2015 meeting to consider the next six month update.

EXHIBIT A

PRESENTATIONS, WORKSHOPS & UPDATES TO THE BOARD OF TRUSTEES

The table below contains a listing of presentations, workshops, and updates to the Board of Trustees for the Oxnard School District Facilities Implementation Program. Documentation of all Board activities is provided for the prior six months. For documentation of prior related Board Action items, please reference the same section of previous reports.

Date	Board Agenda Item	Agenda Description	Purpose	Action
21-Oct-15	B-2	Public Hearing – Adoption of Resolution #15-18 Mitigated Negative Declaration and Approving the Mitigation Monitoring and Reporting Program for the Lemonwood Elementary School Reconstruction Project in Compliance with the California Environmental Quality Act	The Board will hold a public hearing to receive and consider any additional comments from the public or interested agencies regarding the Initial Study and Mitigated Negative Declaration	Pending
21-Oct-15		Ratification of Work Authorization Letter #004 For The Performance of Certain Testing and Inspection Services To Support The District’s Mitigated Negative Declaration for the Lemonwood Elementary School Reconstruction Project, Pursuant to Master Agreement #13-135 with Cardno ATC	Ratify Work Authorization Letter #004 for the Completed Performance of A Phase I Environmental Site Assessment for the Lemonwood Elementary School Reconstruction Project pursuant to Master Agreement #13-135 with Cardno ATC	Pending
21-Oct-15	D-3	Approval of Notice of Completion, Ritchen Special Day Classroom Project, Bid #14-04	Approve the Notice of Completion and authorize the filing of such notice with the County Recorder’s Office, for Bid #14-04, Ritchen Special Day Classroom Project with GRD Construction	Pending
21-Oct-15	D-4	Ratification of Change Order #1 To Construction Services Agreement #14-21 With Bernards For The Harrington Elementary School Reconstruction Project	Approve Change Order #1 to Construction Services Agreement #14-21 and Guaranteed Maximum Price (GMP) with Bernards for the Harrington Elementary School Reconstruction Project	Pending
21-Oct-15	D-5	Approval of Supplemental Work Authorization Letter #001S to WAL #003 and Master Agreement #13-126 with MNS Engineers Inc. For Site Survey and Utility Location Services For The Marshall E.S. 12 Classroom Building	Approve Supplemental WAL #001S for surveying and utility location services per Master Agreement #13-126 with MNS Engineers Inc.	Pending
7-Oct-15	D-2	Acceptance of Project and Authorization To Issue Notice of Completion, Project No. 1 Kindergarten and Science Reconfiguration	Accept Project No. 1, Construction Services Agreements Numbers: #13-198, #13-199, #13-200, #13-201, #13-202, #13-203, #13-204, #13-205, and authorize the issuance and filing of a Notice of Completion for the Project with the County Recorder’s Office	Pending
7-Oct-15	D-3	Consideration and Approval of Agreement #15-115, Caldwell Flores Winters, Inc. - Supplemental Master Construct Program	It is the recommendation of the Superintendent that the Board of Trustees approve Agreement #15-115 between Oxnard School District and Caldwell Flores Winters, Inc., to prepare a Supplemental Master Construct Program	Approved

16-Sep-15	C-3	Consideration and Approval of Work Authorization Letter #004 For CEQA Compliance Services For Marshall 12 Classroom Building With Tetra Tech Inc.	Approve WAL #004 to Master Agreement #13-132 with Tetra Tech, Inc.	Approved
16-Sep-15	D-5	Consideration and Approval of Resolution #15-14 Approving The Final Architectural Drawing for the Harrington Early Childhood Development Center and Authorizing The District To Submit Drawings to DSA and CDE for Administrative Review	Adopt Resolution #15-14 approving the Architectural Drawings for the Harrington Early Childhood Development Center and further direct that the plans be submitted to the Division of the State Architect and the California Department of Education for approval	Approved
16-Sep-15	D-6	Consideration and Approval of Resolution #15-16 Approving The Final Architectural Drawing for the Lemonwood Early Childhood Development Center and Authorizing The District To Submit Drawings to DSA and CDE for Administrative Review	Adopt Resolution #15-16 approving the Architectural Drawings for the Lemonwood Early Childhood Development Center and further direct that the plans be submitted to the Division of the State Architect and the California Department of Education for approval	Approved
16-Sep-15	E-1	Report On School Site Options For A New Elementary School and Middle School To Accommodate Enrollment Growth	The Board will receive a report on the school site options for a new elementary school and middle school to accommodate enrollment growth.	Presentation /No Action
2-Sep-15	D-1	Approval of Resolution #15-10 Acknowledging The State Allocation Board's "Applications Received Beyond Bond Authority List", And Authorizing The Superintendent To Submit Project Approval Application And Project Funding Request Application For The Lemonwood Early Childhood Development Center	Adopt Resolution #15-10 by the Board, acknowledging the State Allocation Board's "applications received beyond bond authority list", and authorizing the Superintendent to submit project approval application and project funding request application for the Lemonwood Early Childhood Development Center	Approved
2-Sep-15	D-2	Approval of Resolution #15-11 Acknowledging The State Allocation Board's "Applications Received Beyond Bond Authority List", And Authorizing The Superintendent To Submit Project Approval Application And Project Funding Request Application For The Harrington Early Childhood Development Center	Adopt Resolution #15-11 by the Board, acknowledging the State Allocation Board's "applications received beyond bond authority list", and authorizing the Superintendent to submit project approval application and project funding request application for the Harrington Early Childhood Development Center	Approved
2-Sep-15	D-3	Approval of Resolution #15-12 Acknowledging The State Allocation Board's "Applications Received Beyond Bond Authority List", And Authorizing The Superintendent To Submit Project Approval Application And Project Funding Request Application For Marshall 12 Classroom Building	Adopt Resolution #15-12 by the Board, acknowledging the State Allocation Board's "applications received beyond bond authority list", and authorizing the Superintendent to submit project approval application and project funding request application for Marshall 12 Classroom Building	Approved
26-Aug-15	C-4	Approval of WAL #003 to Master Agreement #13-124 with CTE South for Preconstruction Geotechnical Services for Marshall E.S. 12 Classroom Building	Approve Work Authorization Letter #003 for Preconstruction Geotechnical Services per Master Agreement #13-124 with CTE South	Approved
26-Aug-15	C-5	Approval of WAL #003 to Master Agreement #13-126 with MNS Engineering for Site Survey and Utility Location Services for the Marshall E.S. 12 Classroom Building	Approve Work Authorization Letter #003 for Surveying and Utility Location Services per Master Agreement #13-126 with MNS Engineering	Approved
26-Aug-15	C-6	Ratification of Supplemental WAL #001S to Master Agreement #13-122 with Earth Systems for Additional DSA Special Inspection and Testing Services for Harrington Elementary School	Ratify Supplemental Work Authorization Letter #001S for additional DSA Special Inspection and Testing Services for Harrington per Master Agreement #13-122 with Earth Systems	Approved
26-Aug-15	C-7	Ratification of WAL #003 to Master Agreement #13-132 with Tetra Tech, Inc.	Ratify Work Authorization Letter #003 to prepare a Pipeline Risk Analysis per Master Agreement #13-132 with Tetra Tech, Inc.	Approved
26-Aug-15	D-4	Consider Appointment Of CSDA Design Group As Architect of Record For The Marshall New Classroom Building Project and Approve Agreement #15-89	approve Agreement #15-89 for Architectural Services with CSDA Design Group, and the proposed project design & site layout	Approved
26-Aug-15	D-5	Consider Approval Of Pre-Qualified Firms For Lease Leaseback Preconstruction And Construction Services For The Oxnard School District's Facilities Program	Approve the following prequalified firms, no fiscal impact at this time: Existing Firms/Prequalification Renewed— Bernards; C.W. Driver; Swinerton Builders; New Firms/Prequalification Added— Meehleis Modular Buildings, Inc.; Pinner Construction Co., Inc.; Frank Schipper Construct. Co	Approved
26-Aug-15	E-1	K-5 and K-8 Strand Presentation	The Board of Trustees will receive a presentation on the development of the Academy Strand Focuses for the K-5 and K-8 schools.	Presentation /No Action

5-Aug-15	D-3	Approval of Amendment No. 1 to the Preconstruction Services Agreement #13-118 Between The Oxnard School District and Swinerton Builders To Provide Additional Preconstruction Services For The Lemonwood Early Child Development Center Project	Approve Amendment No. 1 to Preconstruction Services Agreement #13-118 with Swinerton Builders to provide Preconstruction Services for the Lemonwood Early Child Development Center	Approved
24-Jun-15	D-1	Approval of Oxnard School District 2015-2016 Local Control and Accountability Plan	Approve the LCAP (Local Control and Accountability Plan), as presented	Approved
24-Jun-15	D-8	Award of Formal Bid #14-04, Ritche Elementary School Special Day Classroom (SDC) Project	Award Bid #14-04, Ritche Elementary School SDC Project, and enter contract with GRD Construction	Approved
24-Jun-15	D-9	Consider Approval of WAL #002 for NV5 To Perform DSA Inspector of Record (IOR) Services for Lemonwood Elementary School Reconstruction Project	Approve Work Authorization Letter #002 for the project inspection services at Lemonwood Elementary School Reconstruction per Master Agreement #13-130 with NV5	Approved
24-Jun-15	D-10	Consider Approval of WAL #002 for BTC Labs For Testing and Special Inspection Services for the Lemonwood Elementary School Reconstruction Project	Approve Work Authorization Letter #002 for the materials testing lab and special inspection services of Lemonwood Elementary School Reconstruction per Master Agreement #13-154 with BTC	Approved
24-Jun-15	D-11	Consider Approval of WAL #003 for CTE South to Perform Geotechnical Inspection and Testing Services for the Lemonwood Elementary School Reconstruction Project	Approve Work Authorization Letter #003 for the geotechnical inspection and testing services for Lemonwood Elementary School Reconstruction per Master Agreement #13-124 with CTE	Approved
24-Jun-15	D-12	Consider Approval of WAL #003 for EORM To Perform Hazardous Materials Monitoring Services for the Lemonwood Elementary School Reconstruction Project	Approve Work Authorization Letter #003 for the hazardous materials monitoring services for Lemonwood Elementary School Reconstruction per Master Agreement #13-134 with EORM	Approved
24-Jun-15	D-13	Approval of Resolution #15-05, Rejecting Bids Submitted In Response To Bid #14-03 Driffill School Kindergarten Building Project	Adopt Resolution #15-05 Rejecting all Bids Submitted In Response to Bid #14-03 Driffill School Kindergarten Building Project	Approved
24-Jun-15	D-14	Request For Approval Of Resolution #15-06 – Authorizing General Obligation Bonds, Election of 2012, Series D	Consider approval of Resolution #15-06 of the Board of Trustees of the Oxnard School District Authorizing the Issuance of the General Obligation Bonds, Election of 2012, Series D and authorizing related documents and actions	Approved
24-Jun-15	D-15	Consider Resolution #15-07 Authorizing The Acquisition Of The Site Known As The Doris-Patterson (Teal Club) Site; Authorizing Pursuit Of LAFCO Annexation Of Said Parcel Into The City Of Oxnard; Authorizing A Request For Site Approval From The California Department Of Education; And, authorizing Submission Of An Application For State Aid	Adopt Resolution #15-07 and proceed with the actions set forth in the Resolution	Approved
24-Jun-15	D-16	Consider Approval and Adoption of The June 2015 Semi-Annual Facilities Implementation Program Update As An Adjustment To The Facilities Implementation Program	Accept and adopt the June 2015 Semi-Annual Implementation Program Update	Approved

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: January 20, 2016

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

REPORT ON POTENTIAL 2016 COP (Morales/Cline/CFW)

The Board will receive a presentation regarding the feasibility of exploring Certificates of Participation (COPs) as an option for acquisition of the Doris & Patterson potential middle school site.

FISCAL IMPACT


None – information only.

RECOMMENDATION

None.

ADDITIONAL MATERIAL

Attached: Presentation “Oxnard School District Certificates of Participation” (6 pages)



Oxnard School District
Certificates of Participation

Board Information Item

January 20, 2016



Caldwell Flores Winters, Inc.
Facilities Planning, Public Finance, Program Administration



Background

- The Board, in January 2013, adopted the Facilities Implementation Plan recognizing the need to construct 2 new elementary schools and 1 new middle school
- The Seabridge/Southwest site was acquired in 2014, providing a site for one of the two future elementary school sites
- The District has been studying options and potential sites for the second elementary site and has identified the Doris & Patterson site as the potential site of a future middle school
- As the local economy has improved, the availability of prospective school sites has become limited
- The District is exploring the use of Certificates of Participation (COPs) to fund the acquisition of the potential middle school site

Overview of COPs

- Certificates of Participation (COPs) are typically utilized by school districts to raise funds for land acquisition, facilities improvements, and lease equipment
- Proceeds can be used to acquire, construct and modernize facilities and equipment
- COPs are a lease obligation payable from any source of revenue legally available, typically the District's General Fund or local sources such as developer fees
- COPs are typically issued with a term of up to 30 years
- COPs can be issued publically or through a private placement
- Unlike GO bonds, COPs have no dedicated, voter-approved tax or other revenue to repay the COPs
- A real estate asset of a greater value than the borrowing amount is used as security for the COPs
- COPs are perceived as a slightly higher risk to investors than GO bonds and therefore have a higher cost of borrowing
- COPs may include capitalized (or funded) interest or interest-only payments to reduce the initial annual repayment costs

Key Events

- Submit Notice to County Office of Education and County Auditor's Office
- Identify Pledged Asset
- Request Title Insurance
- Obtain Credit Rating from S&P
- District Board Considers Resolution, POS and Additional Legal Documents
- Post POS
- Price COPs
- Close COPs and District receives proceeds

Proposed Structure

- The structure would provide up to \$8 million in available proceeds for capital improvements and land acquisition activities
- The proposed structure would amortize the principal amount over a period of 30 years
- This would require annual level debt service of approximately \$500,000 per year
- The legal documents would include a call provision allowing the District to repay the COPs from future bond proceeds
- The estimated cost of issuance is \$215,000 excluding the underwriter's discount

Next Steps

1. Continue to work with the County to seek approval to proceed and to refine the proposed structure
2. Bring additional information and legal documents to Board for consideration at the February 3 meeting
3. Obtain bond rating and seek bond insurance if economically appropriate
4. Conduct pricing conference calls with finance team and establish final bond structure and interest rates
5. Execute closing documents

BOARD AGENDA ITEM

Name of Contributor: Robin I. Freeman

Date of Meeting: 1/20/16

- Study Session _____
- A. Preliminary _____
- B. Hearing: _____
- C. Consent Agenda _____
- D. Action Items _____
- E. Report/Discussion Items (no action) _____
- F. Board Policies 1st Reading ___ 2nd Reading X

Before/After School Programs – Revision to AR 5148.2 (Freeman/Thomas)

Language was added and deleted to AR 5148.2 to align the district’s practices for attendance and programming with the requirements of the grant assurances. The updates address the late start and early release attendance requirements for students participating in the program. The added language is indicated by *italicized* font on the attached. The deleted language is indicated by *strikethrough* on the attached.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services and the Director of Curriculum, Instruction and Accountability that the Board of Trustees approve the revisions to AR 5148.2 as outlined above.

ADDITIONAL MATERIAL:

AR 5148.2 (5 pages)

BEFORE/AFTER SCHOOL PROGRAMS

After School Education and Safety (ASES) and 21st Century Community Learning Center (21st CCLC) Programs

The district's ASES program may serve students in grades K-8. (Education Code 8482.3)

Consistent with state funding priorities, the district shall, to the extent feasible, give priority to establishing ASES programs that serve students in schools in which at least 50 percent of elementary students and 50 percent of middle or junior high school students are eligible for free or reduced-price meals under the National School Lunch program.

(cf. 3553 - Free and Reduced Price Meals)

The district's 21st CCLC program may serve students in grades K-8. The program shall primarily serve students in Title I schoolwide programs, with priority given to schools that are identified for program improvement under 20 USC 6316. (20 USC 7173; Education Code 8484.8)

(cf. 0520.2 - Title I Program Improvement Schools)

(cf. 6171 - Title I Programs)

The district's ASES and 21st CCLC program(s) shall be operated in accordance with the following:

1. Program Elements

- a. The program shall include an educational and literacy element in which tutoring or homework assistance is provided in language arts, mathematics, history and social science, computer training, and/or science. (Education Code 8482.3)

(cf. 6142.91 - Reading/Language Arts Instruction)

(cf. 6142.92 - Mathematics Instruction)

(cf. 6142.93 - Science Instruction)

(cf. 6154 - Homework/Makeup Work)

(cf. 6163.4 - Student Use of Technology)

- b. The program shall include an educational enrichment element which may include, but is not limited to, fine arts, career technical education, recreation, physical fitness, and prevention activities. (Education Code 8482.3)
- c. The program may be offered to Kindergarten students at the schools where the program is able to provide a safe, appropriate and equitable program.

BEFORE/AFTER SCHOOL PROGRAMS (continued)

(cf. 5131.6 - Alcohol and Other Drugs)
(cf. 5131.62 - Tobacco)
(cf. 6142.6 - Visual and Performing Arts)
(cf. 6142.7 - Physical Education and Activity)
(cf. 6178 - Career Technical Education)

2. Nutrition

- a. If snacks are made available in the program, they shall conform to state nutrition standards specified in Education Code 49430-49436. (Education Code 8482.3)

(cf. 3554 - Other Food Sales)
(cf. 5030 - Student Wellness)

- b. The district's before-school program shall offer a breakfast meal as described in Education Code 49553 for all program participants. (Education Code 8483.1)

(cf. 3550 - Food Service/Child Nutrition Program)

3. Location of Program

- a. The program may be offered at one or multiple school sites and/or at an easily available and accessible off-campus facility. (Education Code 8482.3)
- b. When there is a significant barrier to student participation in either the before-school or after-school component of a program at the school of attendance, the district may, with the approval of the Superintendent of Public Instruction, provide services at another school site. A significant barrier includes either of the following: (Education Code 8482.8)
 - (1) Fewer than 20 students participating in the program component
 - (2) Extreme transportation constraints, including, but not limited to, desegregation busing, busing for magnet or open enrollment schools, or student dependence on public transportation

In such cases, the district shall arrange for safe, supervised transportation between school sites; ensure communication among staff in the regular school program, staff in the before-school or after-school program, and parents/guardians; and ensure alignment of the educational and literacy elements with the regular school program of participating students. (Education Code 8482.8)

BEFORE/AFTER SCHOOL PROGRAMS (continued)

(cf. 3540 - Transportation)

4. Staffing

- a. All staff members who directly supervise students shall, at a minimum, meet the qualifications for an instructional aide. (Education Code 8483.4)

(cf. 4222 - Teacher Aides/Paraeducators)

- b. All program staff and volunteers shall be subject to the health screening and fingerprint clearance requirements in law and Board policy. (Education Code 8483.4)

(cf. 1240 - Volunteer Assistance)

(cf. 4112.4/4212.4/4312.4 - Health Examinations)

(cf. 4112.5/4312.5 - Criminal Record Check)

(cf. 4212.5 - Criminal Record Check)

- c. The student-to-staff ratio shall be no more than 20 to 1. (Education Code 8483.4)

5. Hours of Operation

- a. A before-school program shall not operate for less than one and one-half hours per regular school day. (Education Code 8483.1)
- b. An after-school program shall begin immediately upon the conclusion of the regular school day and shall operate a minimum of 15 hours per week and at least until 6 p.m. on every regular school day. (Education Code 8483)
- c. A program may be offered during summer, intersession, or vacation days for a minimum of two hours per day for the before-school program or three hours per day for the after-school program. However, when both before-school and after-school programs are offered for the same students on such days, they shall be operated for a minimum of four and one-half hours per day. (Education Code 8483, 8483.1, 8483.2)

- d. Each student admitted into a district program shall be expected to attend the full number of hours that the program is in operation every day that he/she participates. However, when necessary, a student's parent/guardian may request, in writing, that the Superintendent or designee approve the reasonable late daily arrival of his/her child for the before-school program or the reasonable early daily release of his/her child from the after-school program. ~~The Superintendent or designee shall not approve such a request if the student would be attending less than one full hour of the daily program hours.~~

BEFORE/AFTER SCHOOL PROGRAMS (continued)

The early release policy for students shall be explained to parents as follows:

If a student is unable to attend the program for the full day, a parent or legal guardian may authorize a student to be dismissed early from the program.

Early release is defined as any time prior to the normal release period at the end of the program, and may be either “occasional” or “reoccurring”. In cases of “occasional” early release, persons previously authorized by the parent or legal guardian to pick up the student may also authorize early release if picking the student up early on any given day. Authorized release persons are required to document the time and reason for early release, which may be any of the following:

- *Academic support*
- *Family Emergency*
- *Medical appointments*
- *Weather conditions*
- *Child accident or illness*
- *Transportation release due to early darkness*
- *Other reasons (in the best interest of the child)*

The early release policy is to be applied on a student by student basis, and is applicable to both base and supplemental programs.

- e. Early pick up is limited to 10 days for the entire school year. After the 10th day, your student will be dropped from the program.
 - f. Late pick up, parents need to be on time to pick up their student when the program ends. The After School Program staff leaves promptly at 6:00 P.M. At 6:15 the program director will call the Oxnard Police Department if you have not contacted them and they cannot reach you via the numbers on record with the After School Program. Your student will be immediately dropped from the program after three days of late pick up.
6. Admissions
- a. Every student attending a school operating a program is eligible to participate in the program, subject to program capacity. (Education Code 8482.6)
 - b. If the number of students wishing to participate in the program exceeds program capacity, students shall be selected for enrollment based on the following guidelines:
 - (1) Priority for enrollment of middle or junior high school students shall be given to students who attend daily. (Education Code 8483, 8483.1)

BEFORE/AFTER SCHOOL PROGRAMS (continued)

- (2) Priority for enrollment shall be given to students identified as in need of academic remediation or support in accordance with Board policy or administrative regulations.

(cf. 5149 - At-Risk Students)

(cf. 6179 - Supplemental Instruction)

- (3) Any remaining capacity shall be filled by students selected at random.
- (4) A waiting list shall be established to accommodate additional students if space becomes available.

Reports

The Superintendent or designee shall annually submit to the CDE outcome-based data on academic performance, attendance, and positive behavioral changes, including, but not limited to: (Education Code 8427, 8482.3, 8484)

1. Participating students' school day attendance on an annual basis
2. Program attendance
3. One or more of the following measures of program effectiveness based on the individual program's focus:
 - a. Positive behavioral changes, as reported by school day teachers or program staff who directly supervise students
 - b. Standardized Testing and Reporting (STAR) test scores

(cf. 6162.51 - Standardized Testing and Reporting Program)

- c. Homework completion rates as reported by school day teachers or program staff who directly supervise students
- d. Skill development as reported by school day teachers or program staff who directly supervise students
- e. Any other measures developed by the CDE



OXNARD SCHOOL DISTRICT

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

SCHEDULE OF BOARD MEETINGS JANUARY – DECEMBER 2016

(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	20	Regular Board Meeting (Note: only ONE meeting in January)
February	3	Regular Board Meeting
	17	Regular Board Meeting
March	2	Regular Board Meeting
	16	Regular Board Meeting
April	20	Regular Board Meeting (Note: only ONE meeting in April)
May	4	Regular Board Meeting
	18	Regular Board Meeting
June	1	Regular Board Meeting
	22	Regular Board Meeting
July		District Dark – No meeting in July
August	3	Regular Board Meeting
	24	Regular Board Meeting
September	7	Regular Board Meeting
	21	Regular Board Meeting
October	5	Regular Board Meeting
	19	Regular Board Meeting
November	2	Regular Board Meeting (Note: only ONE meeting in November)
December	7	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: 12-09-15

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