

# OXNARD SCHOOL DISTRICT

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



## **BOARD OF TRUSTEES**

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

## **ADMINISTRATION**

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

**AGENDA #8**  
**REGULAR BOARD MEETING**  
**Wednesday, December 9, 2015**  
**5:00 p.m. Study Session**  
**Closed Session To Follow**  
**7:00 PM - Regular Board Meeting**

Call to Order: \_\_\_\_\_

Members Present: \_\_\_\_\_

Members Absent: \_\_\_\_\_

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

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

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

[www.oxnardsd.org](http://www.oxnardsd.org)

OPIE TV – Channel 20 &  
Verizon FIOS - Channel 37



**Vision:**

Empowering All Children to Achieve Excellence

**Mission:**

Ensure a culturally diverse education for each student in a safe, healthy and supportive environment that 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. Christine McDaniels, Principal of Kamala School, will introduce a student from Kamala School, who will lead the audience in the Pledge of Allegiance in English and Spanish.

***A.3 District’s Vision and Mission Statements***

The District’s Vision and Mission Statements will be read by a student from Kamala School.

***A.4 Presentation by Kamala School***

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

***A.5 Adoption of Agenda (Superintendent)***

Moved:  
Seconded:

**ROLL CALL VOTE:**

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

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

The Board of Trustees will be presented the Semi-Annual Update to the Oxnard School District Facilities Implementation Program by Caldwell Flores Winters, Inc.

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

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

***A.8 Closed Session***

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

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

**Section A  
PRELIMINARY**  
(continued)

**A.8 Closed Session (continued)**

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- 3. Pursuant to Sections 54957.6 and 3549.1 of the *Government Code*:
    - Conference with Labor Negotiator:  
Agency Negotiators: OSD Assistant Superintendent Human Resources & Support Services, and Garcia Hernández Sawhney & Bermudez, LLP  
Association(s): OEA, OSSA, CSEA;  
and All Unrepresented Personnel - Administrators, Classified Management, Confidential
  
  - 4. Pursuant to Section 54957 of the *Government Code* and Section 44943 of the *Education Code* the Board will consider personnel matters, including:
    - Public Employee(s) Discipline/Dismissal/Release

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**A.9 Reconvene to Open Session** **7:00 PM**

**A.10 Report Out of Closed Session**

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

**A.11 Organization of the Board (Dr. Morales)**

Organization of the Board of Trustees for 2015-16:

Moved:  
Seconded:

**PART I**

- a. Recognition of Mrs. Veronica Robles-Solis, as outgoing president of the Board of Trustees.
- b. Election of President 2015-16

**ROLL CALL VOTE:**

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

**PART II**

- c. Election of Clerk for 2015-16

Moved:  
Seconded:

**ROLL CALL VOTE:**

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

**A.12 Recess**

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The Board of Trustees will recess for a short reception in honor of the outgoing President and Clerk and incoming President and Clerk.

**A.13 New Board Assume Seats**

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New Board officially assumes their seats at the direction of the newly appointed President.

**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.14 Appointment/Reappointment of Board Representatives to District Committees***  
***(Dr. Morales)***

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It is appropriate for the Board of Trustees to select from among its members a representative to the following committees:

- Ventura County Committee on School District Organization, to vote in the election of members to this committee.  
2015 Rep: Denis O'Leary  
2016 Appointee: \_\_\_\_\_

Moved:  
Seconded:

**ROLL CALL VOTE:**

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

- Budget Advisory Committee  
2015 Rep: Denis O'Leary, Alt: Ernie Morrison  
2016 Appointee: \_\_\_\_\_

Moved:  
Seconded:

**ROLL CALL VOTE:**

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

- Facilities Construction Committee  
2015 Rep: Albert Duff Sr., Alt: Debra M. Cordes  
2016 Appointee: \_\_\_\_\_

Moved:  
Seconded:

**ROLL CALL VOTE:**

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

***A.15 Schedule of Board Meetings 2016 (Dr. Morales)***

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The Board of Trustees will discuss the options of changes to the meeting dates or time of board meetings for January through December 2016.

Moved:  
Seconded:

**ROLL CALL VOTE:**

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

***A.16 Annual Appointment/Reappointment of Trustees for the OSD***  
***Health & Welfare Benefits Trust (Cline)***

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It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board review the current trustee appointments to the Oxnard School District Employee Health and Welfare Benefits Trust and:

Moved:  
Seconded:

- 1) Appoint a new Board Member representative;
- 2) Re-appoint the current Retiree Representative or make a new Retiree appointment.

**ROLL CALL VOTE:**

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

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

**Section A**  
**PRELIMINARY**  
(continued)

***A.17 Approval of Minutes***

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

Moved:  
Seconded:

- October 7, 2015, regular board meeting
- October 21, 2015, regular board meeting
- November 4, 2015, regular board meeting
- November 18, 2015, special board meeting

**ROLL CALL VOTE:**

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

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



## Section B HEARINGS/PUBLIC COMMENT

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

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

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

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

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

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

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

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

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

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

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

**Section C  
CONSENT AGENDA**

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

Notes:  
Moved:  
Seconded:

**ROLL CALL VOTE:**

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

***C.1 Agreements***

It is recommended that the Board approve the following agreements:	Dept/School
<ul style="list-style-type: none"> <li>▪ Amendment #1 to Agreement #15-61 with Casa Pacifica School, to provide addition of one-on-one Paraeducator Services for the remainder of the 2015-16 school year; original amount was for \$37,400.00, Amendment #1 is for \$21,000.00, for a total of \$58,400.00, to be paid with Special Education Funds;</li> </ul>	Freeman/ Sugden
<ul style="list-style-type: none"> <li>▪ #15-133 with Oxnard School District Education Foundation, for the implementation of a program for music instruction in First Grade at Harrington Elementary School during 2015-16; amount not to exceed \$1,560.00, to be paid with Site Allocated General Funds - LCFF;</li> </ul>	Freeman/ Ramirez
<ul style="list-style-type: none"> <li>▪ #15-134 with Assistance League School, to provide non-public school services for PreK student ZG101811 for the 2015-16 school year, including Extended School year; amount not to exceed \$7,850.00, to be paid with Special Education Funds;</li> </ul>	Freeman/ Sugden
<ul style="list-style-type: none"> <li>▪ #15-136 with Ventura County Arts Council, to provide an art program at Harrington, Marina West, Marshall, and Sierra Linda Schools; amount not to exceed as follows: Harrington - \$1,500.00, Marina West - \$14,000.00, Marshall- \$3,500.00, and Sierra Linda \$4,000.00, to be paid with Site Unrestricted General Funds – LCFF;</li> </ul>	Freeman/ Thomas
<ul style="list-style-type: none"> <li>▪ #15-160 with Sherman Garnett &amp; Associates, to provide professional training services to school Site Administrators in the area of Student Discipline and also Attendance Technicians in the areas of Student Records on December 14 &amp; 15, 2015; amount not to exceed \$2,900.00, to be paid with Title II Funds;</li> </ul>	Freeman/ Ridge
<ul style="list-style-type: none"> <li>▪ #15-161 with Ronald Ritchhart, with Harvard’s Project Zero, to provide a half day workshop for 40 educators from the three middle school academies; amount not to exceed \$3,500.00, to be paid with MSAP Grant.</li> </ul>	Freeman/ West

***C.2 Ratification of Agreements***

It is recommended that the Board ratify the following agreements:	Dept/School
<ul style="list-style-type: none"> <li>▪ #15-122 with Passageway School, to provide non-public school services for student AH112906 for the 2015-16 school year, including Extended School Year, beginning October 19, 2015; amount not to exceed \$42,361.22, to be paid with Special Education Funds;</li> </ul>	Freeman/ Sugden
<ul style="list-style-type: none"> <li>▪ #15-123 with Ventura County Office of Education, to provide exceptional services – Special Circumstances Paraeducators (SCP’s) for student AD091102 for the 2015-16 school year, including Extended School Year, if applicable; amount not to exceed \$28,224.84, to be paid with Special Education Funds;</li> </ul>	Freeman/ Sugden

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

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

**C.2 Ratification of Agreements (continued)**

It is recommended that the Board ratify the following agreements:	Dept/School
<ul style="list-style-type: none"> <li>▪ #15-124 with Ventura County Office of Education, to provide exceptional services – Special Circumstances Paraeducators (SCP’s) for student AR080310 for the 2015-16 school year, including Extended School Year, if applicable; amount not to exceed \$48,523.47, to be paid with Special Education Funds;</li> </ul>	Freeman/ Sugden
<ul style="list-style-type: none"> <li>▪ #15-125 with Ventura County Office of Education, to provide exceptional services – Special Circumstances Paraeducators (SCP’s) for student JA100109 for the 2015-16 school year, including Extended School Year, if applicable; amount not to exceed \$52,090.86, to be paid with Special Education Funds;</li> </ul>	Freeman/ Sugden
<ul style="list-style-type: none"> <li>▪ #15-126 with Ventura County Office of Education, to provide exceptional services – Special Circumstances Paraeducators (SCP’s) for student JP030904 for the 2015-16 school year, including Extended School Year, if applicable; amount not to exceed \$6,818.00, to be paid with Special Education Funds;</li> </ul>	Freeman/ Sugden
<ul style="list-style-type: none"> <li>▪ #15-127 with Ventura County Office of Education, to provide exceptional services – Special Circumstances Paraeducators (SCP’s) for student JS010805 for the 2015-16 school year, including Extended School Year, if applicable; amount not to exceed \$8,495.00, to be paid with Special Education Funds;</li> </ul>	Freeman/ Sugden
<ul style="list-style-type: none"> <li>▪ #15-128 with Ventura County Office of Education, to provide exceptional services – Special Circumstances Paraeducators (SCP’s) for student MZ020305 for the 2015-16 school year, including Extended School Year, if applicable; amount not to exceed \$23,520.70, to be paid with Special Education Funds;</li> </ul>	Freeman/ Sugden
<ul style="list-style-type: none"> <li>▪ #15-129 with Tolman &amp; Wiker Insurance Services, LLC, to provide marketing consulting services, initial term of agreement November 1, 2015 through October 31, 2016; amount not to exceed \$15,000.00 annual fee, to be paid with General Funds.</li> </ul>	Cline

**C.3 Renewal Agreement #15-163 with School Services of California**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services that the Board of Trustees approve Renewal Agreement #15-163 with School Services of California, to provide services regarding issues of school finance, legislation, school budgeting, general fiscal issues and the state-mandated program cost claims process for the period of one year, beginning January 1, 2016 through December 31, 2016; amount not to exceed \$3,740.00 annually, to be paid out of the General Fund. This is an increase of \$120.00 over last year’s rate.	Dept/School
	Cline

**C.4 Annual Appointment/Re-Appointment of Measure R Bond Oversight Committee**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services that the Board of Trustees review the current BOC membership and make a determination regarding re-appointing the current members.	Dept/School
	Cline

**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.5 Annual and Five-Year Developer Fee Report and Approval of Resolution #15-21***

<p>It is the recommendation of the Assistant Superintendent, Business &amp; Fiscal Services, that the Board of Trustees accept the Developer Fee Report for 2009-2010 through 2014-2015 fiscal years, and adopt Resolution #15-21 relating to information made available to the public in the form of a statutory school fees and mitigation payments (“Developer Fees”) report and findings thereon, in compliance with Government Code, Sections 66006 and 66001.</p>	<p>Dept/School Cline</p>
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***C.6 Certification of Signatures***

<p>It is the recommendation of the Assistant Superintendent, Business &amp; Fiscal Services that the Board of Trustees declare the attached Certification of Signatures as that of the agent(s) authorized for signature for the Oxnard School District.</p>	<p>Dept/School Cline</p>
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***C.7 Enrollment Report***

<p>Attached for the Board’s information is the district’s enrollment report for the month of October 2015.</p>	<p>Dept/School Cline</p>
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***C.8 Approval of Purchase Order/Draft Payment Report #15-03***

<p>It is the recommendation of the Assistant Superintendent, Business &amp; Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #15-03 as submitted.</p>	<p>Dept/School Cline/ Franz</p>
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***C.9 Approval of Destruction of Records***

<p>It is the recommendation of the Assistant Superintendent, Business &amp; Fiscal Services, and the Director of Purchasing that the Board of Trustees approve the destruction of records that have reached the end of their hard copy retention period, as submitted.</p>	<p>Dept/School Cline/ Franz</p>
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***C.10 Approval Of The Mitigation Monitoring and Reporting Program For The Lemonwood Elementary School Reconstruction Project***

<p>It is the recommendation of the Assistant Superintendent, Business &amp; Fiscal Services, in consultation with Caldwell Flores Winters, that the Board of Trustees approve the Mitigation Monitoring and Reporting Program for the Lemonwood Elementary School Reconstruction Project in compliance with the California Environmental Quality Act.</p>	<p>Dept/School Cline/ CFW, Inc.</p>
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***C.11 Consideration and Approval of Form of Memorandum of Understanding #15-162 For The Joint Use of Lemonwood Park By And Between The City Of Oxnard and The Oxnard School District and Delegation of Authority To Superintendent To Execute The Memorandum of Understanding***

<p>It is the recommendation of the Assistant Superintendent, Business &amp; Fiscal Services, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees approve the attached form of Memorandum of Understanding #15-162 and authorize the Superintendent to execute the Memorandum of Understanding upon City Council approval and when appropriate to coordinate with the construction of the new Lemonwood K-8 School.</p>	<p>Dept/School Cline/ CFW, Inc.</p>
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**Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct**



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

***C.12 Approval of Supplemental Education Service Contracts for the 2015-2016 School Year***

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 SES Contracts listed below to provide Supplemental Educational Services (SES) tutoring for the students in OSD for 2015-2016 school year; amount not to exceed \$821,000.00, to be paid with Title I, Part A for School of Choice and Supplemental Educational Services:	Dept/School Freeman/ Thomas
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- #15-130, !!!Apple iPad & Android Tablet Tutoring!!!
- #15-131, !!#1 iPad Tutoring !!
- #15-132, !!1A1 Tutoria Tablet Computer !!
- #15-135, #1 Academia de Servicio de Tutoria
- #15-137, 1 iPad gratis LLC
- #15-138, 1 Online Tutoring LLC
- #15-139, 1 to 1 Study Buddy Tutoring Inc.
- #15-140, 123 Success/Ventura County Office of Education
- #15-141, A+ Educational Centers
- #15-142, A Better Tomorrow Education
- #15-143, A Tree of Knowledge Educational Services, Inc.
- #15-144, Adaptive Learning LLC
- #15-145, UROK Learning Institute
- #15-146, Elevate Learning LLC
- #15-147, Learn with iPads LLC
- #15-148, MAJICOO Tutoring
- #15-149, Professional Tutors of America Inc.
- #15-159, Total Education Solutions

Note: The electronic version of the Contracts will be available for viewing on December 4, 2015 after 5:00 p.m. on the District Website under Board Agendas. (Insert #1 to December 9, 2015 Board Agenda)

***C.13 Approve New Job Description: Information Systems Data Technician***

It is recommended that the Board of Trustees approve new job description – Information Systems Data Technician, so that a new classification can be taken to and approved by the Personnel Commission.	Dept/School Koch
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***C.14 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.15 Personnel Actions***

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

**Section D  
ACTION ITEMS**

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

***D.1 Approval of Single Plan for Student Achievement: Cesar Chavez School (Freeman)***

<p>It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees approve the Single Plan for Student Achievement for Cesar Chavez School.</p>	<p>Public Comment: Presentation: Moved: Seconded: Board Discussion: Vote:</p>
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**ROLL CALL VOTE:**

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

***D.2 Call for Nomination for CSBA Delegate Assembly (Dr. Morales)***

<p>It is recommended that the Board of Trustees consider whether or not it wishes to nominate representatives to fill vacancies in the CSBA’s Delegate Assembly, Subregion 11.B.</p>	<p>Public Comment: Presentation: Moved: Seconded: Board Discussion: Vote:</p>
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**ROLL CALL VOTE:**

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

***D.3 Oxnard School District 2015-2016 First Interim Report (Period Ending October 31, 2015) (Cline/Penanhoat)***

<p>It is the recommendation of the Assistant Superintendent, Business &amp; Fiscal Services, and the Director of Finance that the Board of Trustees accept the Oxnard School District 2015-2016 First Interim Report (Period Ending October 31, 2015).</p>	<p>Public Comment: Presentation: Moved: Seconded: Board Discussion: Vote:</p>
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**ROLL CALL VOTE:**

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

***D.4 Consideration and Approval of Change Order No. 2 To Construction Services Agreement #14-21 With Bernards For The Harrington Elementary School Reconstruction Project (Cline, CFW, Inc.)***

<p>It is the recommendation of the Assistant Superintendent, Business &amp; Fiscal Services, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees approve Change Order No. 2 to Construction Services Agreement #14-21 with Bernards for the Harrington Elementary School Reconstruction Project. The additional scope and increase to the GMP is estimated to fall within overall budget for the project. Board approval will increase the GMP by \$82,165.00 to a total GMP of \$18,455,989.00. The increase will be funded from a combination of Developer Fees, Capital Facility Fund balance and Measure “R” Bond Funds.</p>	<p>Public Comment: Presentation: Moved: Seconded: Board Discussion: Vote:</p>
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**ROLL CALL VOTE:**

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

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

**Section D  
ACTION ITEMS**

(continued)

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

**D.5 Approval of Change Order #3 To Agreement #14-21 – Bernards – Harrington Reconstruction Project (Cline, CFW, Inc.)**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees approve Change Order #3 to Construction Services Agreement #14-21 with Bernards for the Harrington Elementary School Reconstruction Project, to upgrade carpet adhesive; in the amount of \$5,634.00, to be paid with Measure “R” Bond Funds.

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

**ROLL CALL VOTE:**

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

**D.6 Consideration and Approval of Amendment #002 to Agreement #12-240 With Dougherty + Dougherty Architects To Provide Additional Architectural Services For The Harrington Early Childhood Development Center (Dr. Morales/Cline/CFW, Inc.)**

It is the recommendation of the Superintendent, and the Assistant Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees approve Amendment #002 to Agreement #12-240 for additional Architectural Services for the Harrington School Project; amount not to exceed \$40,940.00, to be paid with Measure “R” Bond Funds proceeds, Developer Fees and/or School Facilities Program reimbursements.

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

**ROLL CALL VOTE:**

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

**D.7 Consider Approval Of Work Authorization Letter (WAL) #005 For Tetra Tech To Perform Professional Services Including Preparation Of An Environmental Impact Report For The Doris and Patterson New Academy Site (Cline/CFW, Inc.)**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees approve WAL #005 for preparation of an Environmental Impact Report and related consulting services per Master Agreement #13-132 with Tetra Tech, completed for a lump sum fixed fee of \$178,370.00, to be funded by Measure “R” Bond Funds – coded to District’s Account 6171 – Site Costs – Environmental.

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

**ROLL CALL VOTE:**

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

**D.8 Consideration and Approval of Resolution #15-22 Amendment To OSD’s Transitional Kindergarten/Kindergarten Enrollment Procedures for the 2016-2017 School Year (Freeman)**

It is the recommendation of the Assistant Superintendent, Educational Services that the Board of Trustees consider and approve Resolution #15-22 Amendment to Oxnard School District’s Transitional Kindergarten/ Kindergarten Enrollment Procedures for the 2016-2017 School Year.

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

**ROLL CALL VOTE:**

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

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

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

**No Reports/Discussion Items will be heard at this meeting.**

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



**Section F**  
**BOARD POLICIES**

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

***F.1 First 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 approve for a first reading:

Note:

Revision of AR 5148.2	Students BEFORE/AFTER SCHOOL PROGRAMS	Freeman/ Thomas
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**Note: No new items will be considered after 10:00 p.m. in accordance with  
Board Bylaws, BB 9323 – Meeting Conduct**

## Section 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: Dr. Morales

Date of Meeting: 12-09-15

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

Title: Certification of School Board Representative To Vote In Election for Members of the County Committee on School District Organization

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**DESCRIPTION:**

Pursuant to Education Code Sections 35023 and 72403, the Governing Board of each School District and each Community College District shall annually at its initial meeting select one of its members to serve as its representative for purposes of Article 1 (commencing with Section 4000) of Chapter 1 of Part 3. The representative selected pursuant to this section shall have one vote for each member to be elected to the County Committee.

**FISCAL IMPACT: None**

**RECOMMENDATION:**

It is recommended that the Board of Trustees consider who they wish to nominate to the above mentioned organization.

**ADDITIONAL MATERIAL:**

- VCOE, Certification of School Board Representative To Vote In Election for Members of the County Committee on School District Organization

BOARD AGENDA ITEM

Name of Contributor: Dr. Morales

Date of Meeting: 12-9-15

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

Title: Schedule of Board Meetings for 2016

**DESCRIPTION:**

This is the time the Board of Trustees can discuss the options of changes to the meeting date or time of board meetings for January through December 2016.

Month	Meeting needs	Reasoning
January 2016	One Meeting Wednesday, January 20, 2016	Winter Break December 21, 2015 through January 8, 2016
April 2016	One Meeting Wednesday, April 20, 2016	Spring break March 25 through April 8, 2016 - No Students
July 2016	District Goes Dark No Meeting	No Students/Offices Closed
November 2016	One Meeting Wednesday, November 2, 2016	Veterans Day Holiday 11-11-16 Thanksgiving Holiday 4 <sup>th</sup> week of November 2016
December 2016	One Meeting Wednesday, December 7, 2016	Winter break December 19, 2016 through January 6, 2017

**FISCAL IMPACT: None**

**RECOMMENDATION:**

It is recommended that the Board of Trustees review the school year calendars and indicate when and how many board meetings will be held during the 2016 year for planning purposes.

**ADDITIONAL MATERIAL:**

- Draft Schedule of Board Meetings, January – December 2016 (first and third Wednesday of the month, unless indicated otherwise)
- District School Calendar - July 2015 - June 2016
- District School Calendar – July 2016 – June 2017
- 2016 Calendar





# 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.*

Pending 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.”*

# Oxnard School District

## 2015-2016 School Calendar

July 2015						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 2015						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 2015						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October 2015						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November 2015						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December 2015						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

### July

4 Independence Day Holiday

### August

17 SIP Day (No Students)  
 18 Preparation Day (No Students)  
 19 First Day of School

### September

7 Labor Day Holiday

### October

30 SIP Day (No Students)

### November

11 Veterans Day Holiday  
 17-20 Conference Days (Min. Days for Students)  
 23-27 Thanksgiving Holiday

### December

18 Minimum Day Teachers and Students  
 21-31 Winter Break

### January 2016

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

### February 2016

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29					

### March 2016

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

### April 2016

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

### May 2016

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

### June 2016

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

### January

1 New Year's Day Holiday  
 1-8 Winter Break  
 18 MLK Holiday

### February

4-5 Conference Days (Min. Days for Students)  
 12 Lincoln's Day Holiday  
 15 Washington's Day Holiday

### March

25 Spring Holiday  
 25-31 Spring Break

### April

1-8 Spring Break

### May

30 Memorial Day Holiday

### June

17 Last School Day (Min. Day Teachers & Students)

# Oxnard School District

## 2016-2017 School Calendar

July 2016						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August 2016						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September 2016						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October 2016						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November 2016						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December 2016						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

### July

4 Independence Day Holiday

### August

16 SIP Day (No Students)  
 17 Preparation Day (No Students)  
 18 First Day of School

### September

5 Labor Day Holiday

### October

31 SIP Day (No Students)

### November

11 Veterans Day Holiday  
 15-18 Conference Days (Min. Days for Students)  
 21-25 Thanksgiving Holiday

### December

16 Minimum Day Teachers and Students  
 19-30 Winter Break

### January 2017

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

### February 2017

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

### March 2017

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

### April 2017

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

### May 2017

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

### June 2017

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

### January

2 New Year's Day Holiday  
 2-6 Winter Break  
 16 MLK Holiday

### February

9-10 Conference Days (Min. Days for Students)  
 17 Lincoln's Day Holiday  
 20 Washington's Day Holiday

### March

### April

14 Spring Holiday  
 3-14 Spring Break

### May

29 Memorial Day Holiday

### June

16 Last School Day (Min. Day Teachers & Students)

# Calendar for year 2016 (United States)

<p><b>January</b></p> <p>Su Mo Tu We Th Fr Sa</p> <p>1 2</p> <p>3 4 5 6 7 8 9</p> <p>10 11 12 13 14 15 16</p> <p>17 18 19 20 21 22 23</p> <p>24 25 26 27 28 29 30</p> <p>31</p> <p>2: 9: 16: 23: 31:</p>	<p><b>February</b></p> <p>Su Mo Tu We Th Fr Sa</p> <p>1 2 3 4 5 6</p> <p>7 8 9 10 11 12 13</p> <p>14 15 16 17 18 19 20</p> <p>21 22 23 24 25 26 27</p> <p>28 29</p> <p>8: 15: 22:</p>	<p><b>March</b></p> <p>Su Mo Tu We Th Fr Sa</p> <p>1 2 3 4 5</p> <p>6 7 8 9 10 11 12</p> <p>13 14 15 16 17 18 19</p> <p>20 21 22 23 24 25 26</p> <p>27 28 29 30 31</p> <p>1: 8: 15: 23: 31:</p>
<p><b>April</b></p> <p>Su Mo Tu We Th Fr Sa</p> <p>1 2</p> <p>3 4 5 6 7 8 9</p> <p>10 11 12 13 14 15 16</p> <p>17 18 19 20 21 22 23</p> <p>24 25 26 27 28 29 30</p> <p>7: 14: 22: 29:</p>	<p><b>May</b></p> <p>Su Mo Tu We Th Fr Sa</p> <p>1 2 3 4 5 6 7</p> <p>8 9 10 11 12 13 14</p> <p>15 16 17 18 19 20 21</p> <p>22 23 24 25 26 27 28</p> <p>29 30 31</p> <p>6: 13: 21: 29:</p>	<p><b>June</b></p> <p>Su Mo Tu We Th Fr Sa</p> <p>1 2 3 4</p> <p>5 6 7 8 9 10 11</p> <p>12 13 14 15 16 17 18</p> <p>19 20 21 22 23 24 25</p> <p>26 27 28 29 30</p> <p>4: 12: 20: 27:</p>
<p><b>July</b></p> <p>Su Mo Tu We Th Fr Sa</p> <p>1 2</p> <p>3 4 5 6 7 8 9</p> <p>10 11 12 13 14 15 16</p> <p>17 18 19 20 21 22 23</p> <p>24 25 26 27 28 29 30</p> <p>31</p> <p>4: 11: 19: 26:</p>	<p><b>August</b></p> <p>Su Mo Tu We Th Fr Sa</p> <p>1 2 3 4 5 6</p> <p>7 8 9 10 11 12 13</p> <p>14 15 16 17 18 19 20</p> <p>21 22 23 24 25 26 27</p> <p>28 29 30 31</p> <p>2: 10: 18: 24:</p>	<p><b>September</b></p> <p>Su Mo Tu We Th Fr Sa</p> <p>1 2 3</p> <p>4 5 6 7 8 9 10</p> <p>11 12 13 14 15 16 17</p> <p>18 19 20 21 22 23 24</p> <p>25 26 27 28 29 30</p> <p>1: 9: 16: 23: 30:</p>
<p><b>October</b></p> <p>Su Mo Tu We Th Fr Sa</p> <p>1</p> <p>2 3 4 5 6 7 8</p> <p>9 10 11 12 13 14 15</p> <p>16 17 18 19 20 21 22</p> <p>23 24 25 26 27 28 29</p> <p>30 31</p> <p>9: 16: 22: 30:</p>	<p><b>November</b></p> <p>Su Mo Tu We Th Fr Sa</p> <p>1 2 3 4 5</p> <p>6 7 8 9 10 11 12</p> <p>13 14 15 16 17 18 19</p> <p>20 21 22 23 24 25 26</p> <p>27 28 29 30</p> <p>7: 14: 21: 29:</p>	<p><b>December</b></p> <p>Su Mo Tu We Th Fr Sa</p> <p>1 2 3</p> <p>4 5 6 7 8 9 10</p> <p>11 12 13 14 15 16 17</p> <p>18 19 20 21 22 23 24</p> <p>25 26 27 28 29 30 31</p> <p>7: 13: 20: 29:</p>

## Holidays and Observances:

<b>Jan 1</b> New Year's Day	<b>May 30</b> Memorial Day	<b>Nov 11</b> Veterans Day
<b>Jan 18</b> Martin Luther King Day	Jun 19 Fathers' Day	<b>Nov 24</b> Thanksgiving Day
Feb 14 Valentine's Day	<b>Jul 4</b> Independence Day	Dec 24 Christmas Eve
<b>Feb 15</b> Presidents' Day	<b>Sep 5</b> Labor Day	<b>Dec 25</b> Christmas Day
Mar 27 Easter Sunday	<b>Oct 10</b> Columbus Day (Most regions)	<b>Dec 26</b> 'Christmas Day' observed
Apr 13 Thomas Jefferson's Birthday	Oct 31 Halloween	Dec 31 New Year's Eve
May 8 Mothers' Day	Nov 8 Election Day	

Calendar generated on [www.timeanddate.com/calendar](http://www.timeanddate.com/calendar)

**BOARD AGENDA ITEM**

Name of Contributor: Lisa Cline

Date of Meeting: 12/9/15

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

**Annual Appointment/Reappointment of Trustees for the Oxnard School District Health and Welfare Benefits Trust (Cline)**

In 1992, the Board of Trustees established a Retiree Benefits Fund to accumulate restricted monies to cover both the annual and accumulated debt for the payment of health benefit premiums for retirees. Prior to June 25, 2003, the District set aside money for health benefits in a fiduciary trust fund. A revision in the standards of the Governmental Accounting Standards Board (GASB 34) required that the district establish a formal trust in order to continue to maintain the accumulated assets in this fiduciary trust fund.

On June 25, 2003, the Board of Trustees adopted a Resolution creating and establishing the Oxnard School District Employee Health and Welfare Benefits Trust. The Trust, as structured, calls for the appointment of three (3) trustees. The Board must appoint two (2) of the three (3) trustees for a term of one (1) year. The third trustee is by default the Assistant Superintendent of Business and Fiscal Services for the Oxnard School District.

On December 10, 2014, the Board appointed the following trustees to the Trust:

- Trustee Debra M. Cordes, as a member of the Board of Trustees; and
- Ms. Lisa Cline, as the Assistant Superintendent, Business & Fiscal Services; and
- Mrs. Sandra J. Rosales, as a retiree of the Oxnard School District.

The Board directed that this item be brought back to the Board annually for review during the December organizational meeting of the Board.

**RECOMMENDATION**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board review the current trustee appointments to the Oxnard School District Employee Health and Welfare Benefits Trust and:

1. appoint a new Board member representative;
2. re-appoint the current Retiree Representative or make a new Retiree appointment

**ADDITIONAL MATERIAL**

Attached: No

Regular Board Meeting  
October 7, 2015

The Board of Trustees of the Oxnard School District met in regular session at 5:00 p.m. on Wednesday, October 7, 2015, at the Educational Service Center.

CALL TO ORDER

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

ROLL CALL

Jordan Fontyn, 8<sup>th</sup> grader at Fremont Middle School; lead the audience in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Jordan Fontyn, 8<sup>th</sup> grader at Fremont Middle School, read the District’s Vision and Mission Statements in English; and Karyn Frost, 7<sup>th</sup> grader at Fremont Middle School read them in Spanish.

DISTRICT’S VISION AND MISSION STATEMENTS

Mr. Gregory Brisbine, Principal at Fremont Middle School, thanked the Board for the opportunity to present the Academy of Environmental Science and Innovative Design a committed safe and positive environment for student to achieve their full academic potential as well-rounded individuals. Dedicated to collaborating with parents and community leaders to prepare students to be productive, socially responsible, and able to participate in a global, diverse, and technological society. Mr. Brisbine provided a brief summary of the programs and the following students and teachers presented the respective program and their experience in the program:

PRESENTATION BY SCHOOL STAFF

- Jordan Fontyn, 8<sup>th</sup> grader on WEB Leader
- Michelle Sanchez, 8<sup>th</sup> grader on MESA Program
- Ms. Viridiana Rodriguez, School Counselor on Falcon Center
- Karyn Frost, 7<sup>th</sup> grader on Athletic Program
- Noemi Gutierrez, 8<sup>th</sup> grader on AVID Club
- Ms. Lindsay Pompey, Teacher on Website Design
- Ms. Caryn Zimmermann, MSAP Coordinator

In closing, Mr. Brisbine invited the Board to the Fremont Talent Show being held on Wednesday, October 14, 2015 at 6:00 p.m. and stated he was looking forward to where their journey will take them.

A.5 Changes to the agenda were noted:

ADOPTION OF THE AGENDA

- Trustee Cordes requested C.6 Approval of the 2015-16 Quarterly Report on Williams Uniform Complaints, First Quarter be moved for discussion to D.4.

On motion by Trustee Duff, seconded by Trustee Morrison and carried on a roll call vote of 4-1, Trustee O’Leary being the nay vote; the Board adopted the agenda, as amended.

Ms. Robin Freeman, Assistant Superintendent, Educational Services, provided a detailed report on STAR 360 which is an online assessment system for reading and mathematics. The assessment provides performance levels for each student which teachers use to determine current placement, standards mastered, and standards in need of intervention. She provided a video from Renaissance Learning that explained the program in detail.

STUDY SESSION  
STAR 360 REPORT

Ms. Freeman introduced Ms. Allison Cordes, TOSA at Sierra Linda, who provided a hands on presentation of how the teachers facilitate the program to create lesson plans, provide many options and resources to teach the students and also identify which students need more assistance. Following the presentation, the Board and staff discussed the program in depth.

ANNOUNCEMENTS PRIOR TO CLOSED SESSION October 7, 2015:

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

No one addressed the Board of Trustees during closed session public comment.

PUBLIC COMMENT  
CLOSED SESSION

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

- ANTICIPATED LITIGATION – two (2) cases

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

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

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

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

Trustees convened to closed session at 6:05 p.m. until approximately 7:02 p.m. to discuss items on the closed session agenda.

CLOSED SESSION

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

REPORT ON CLOSED  
SESSION

- On motion by Trustee O’Leary, seconded by Trustee Morrison and carried on a roll call vote of 5-0; the Board of Trustees appointed Rosario Villalpando to the position of Assistant Principal.

(Motion #15-31)

A.11 On motion by Trustee Cordes, seconded by Trustee Duff, and carried on a roll call vote of 5-0; the Board of Trustees approved the minutes of regular board meeting August 5, 2015 as presented.

APPROVAL OF  
MINUTES

A.12 Dr. Morales introduced Mr. Luis Ramirez, Principal at Harrington School to the Board of Trustees.

INTRODUCTION OF  
NEW ADMINISTRATOR

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

RULES FOR PRESENTATIONS

The following individuals addressed the Board of Trustees:

PUBLIC COMMENT

- Francine Castanon, Parent and concerned citizen, inquired on emergency generators for all new school projects; and if OSD was supporting Walmart in their request for a liquor license, she requested a response.
- Chuck Manley, Teacher at Frank School, in opposition of revisions to Board Policy 5127 Promotion Ceremonies and Activities, he also distributed information to the Board Members on this topic.
- Gina Hawkins, Kindergarten Teacher at Rose Avenue, regarding not filling the paraeducator positions as promised through the contract for the beginning of the school year.
- Asuncion Ortiz, Parent of 5<sup>th</sup> grade student, concerned with the instruction that is being provided to her daughter.
- Claudia Mercado, Parent, presented a petition to the Board requesting the Superintendent respond in writing to the many cards and letters that have been submitted by the parents.

B.2 This being the time and date noticed, President Robles-Solis opened the public hearing to provide the public an opportunity to comment on the appointment of a Board Representative on the Personnel Commission. Dr. Morales reported two applications were received and the candidates would be interviewed in the near future.

PUBLIC HEARING: APPOINTMENT OF BOARD REPRESENTATIVE ON PERSONNEL COMMISSION

- Edward Castillo, current Board Representative on Personnel Commission, submitted re-appointment letter, application and resume to be considered to continue as Board Representative.

Public Comment

There being no further comments, President Robles-Solis closed the public hearing and stated the item would return to the Board for action at a November board meeting.

B.3 This being the time and date noticed, President Robles-Solis opened the public hearing to Sunshine of the California School Employees Association’s (CSEA) and the Oxnard School District’s Initial Proposals for 2015-2016 Negotiations, to negotiate the following articles:

PUBLIC HEARING: REGARDING SUNSHINE OF THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION’S (CSEA) AND THE OXNARD SCHOOL DISTRICT’S INITIAL PROPOSALS FOR 2015-16 NEGOTIATIONS, PURSUANT TO GOVERNMENT CODE SECTION 3547

- Article 7: Evaluations
- Article 8: Hours and Overtime
- Article 11: Professional Growth Awards Program
- Article 13: Health and Welfare
- Article 23: Contracting Out
- Article 30: Campus Assistants

Dr. Jesus Vaca, Assistant Superintendent, Human Resources & Support Services provided a brief statement regarding the proposed articles to be negotiated and informed the Board that no comments had been received. There being no further comments, President Robles-Solis closed the public hearing.



On motion by Trustee Cordes, seconded by Trustee Morrison and carried on a roll call vote of 5-0; the Board of Trustees authorized the District to enter into contract negotiations for the 2015-2016 school and any additional years as may be mutually agreed upon by the parties. (Motion #15-32)

B.4 This being the time and date noticed, President Robles-Solis opened the public hearing to determine if the District is providing its students with sufficient textbooks and instructional materials for the 2015-2016 school year.

PUBLIC HEARING:  
APPROVAL OF  
HEARING TO  
PRESENT FINDINGS  
OF SUFFICIENT  
INSTRUCTIONAL  
MATERIALS FOR  
2015-16 AND ADOPT  
RESOLUTION #15-09

Ms. Robin Freeman, Assistant Superintendent, Educational Services reported that each student had sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks. She also reported that the Ventura County Office of Education had concluded the Williams Act Settlement inspection and determined the Oxnard School District provided sufficient standards-aligned instructional materials and facilities that enhance student learning.

On motion by Trustee Morrison, seconded by Trustee Duff and carried on a roll call vote of 5-0; the Board of Trustees adopted Resolution #15-09 on sufficiency of textbooks or instructional materials for 2015-2016 school year. (Motion #15-33)

The following items on the consent agenda were approved on motion by Trustee Morrison, seconded by Trustee Duff, and carried on a roll call vote of 5-0, as amended. CONSENT AGENDA (Motion #15-34)

C.1 Approved the following agreements:

(Approval of  
Agreements)

- #15-106 with Butte County Office of Education/California Mini-Corps, to provide tutors for Migrant students for the 2015-16 school year; at no cost to the District;
- #15-107 with Buck Institute for Education, to provide a series of training workshops in Project Based Learning to educators from the three (3) middle school academies during the 2015-16 school year; amount not to exceed \$34,000.00, to be paid with MSAP Grant Funds;
- #15-108 with Focus on the Masters, to provide art lessons during school hours for students attending Marshall School; amount not to exceed \$1,350.00, to be paid with Site Allocated General Funds;
- #15-109 with Ventura County Office of Education, for OSD to participate in the Quality Rating and Improvement System (QRIS) Block Grant with enhancement support provided by VCOE; August 1, 2015 through September 1, 2016; funding will be provided to the Oxnard School District in the amount of \$224,000.00;
- #15-110 with Carson Entertainment, to provide a magic show for the students in the after school program; amount not to exceed \$4,000.00, to be paid with the After School Education Safety Grant;
- #15-111 with Oxnard School District Education Foundation, to provide music instruction in Grades K-1<sup>st</sup> at Kamala School, October 8, 2015 through June 17, 2016; amount not to exceed \$4,050.00, to be paid with Site Allocated General Funds;

- #15-113 with Oxnard School District Education Foundation, to provide music instruction in Grades K-5<sup>th</sup> at Chavez School, October 14, 2015 through June 17, 2016; amount not to exceed \$1,560.00, to be paid with Site Allocated General Funds;
- #15-114 with Focus on the Masters, to provide art lessons during school hours for students attending Marina West School; amount not to exceed \$1,350.00, to be paid with Site Allocated General Funds;
- #15-116 with Ventura County Office of Education, to provide the two year Administrative Services Credential Program to District Administrators; amount not to exceed \$55,000.00, to be paid with Educator Effective Grant – General Funds.

C.2 Approved a four-day overnight field trip for 100 sixth grade students, December 14-17, 2015 at The Outdoor School at Rancho Alegre in Santa Barbara; costs are \$268.00 per student, \$134.00 per district staff member, total cost including insurance and round trip school bus transportation is not to exceed \$29,000.00, to be paid with PTA and ASB Funds. (Approval of Overnight Field Trip and Agreement #15-112 – The Outdoor School – Soria )

C.3 Received the Actuarial Study of Retiree Health Liabilities prepared by Geoffrey Kischuk of Total Compensation Systems, Inc. pursuant to Education Code 42140. (Actuarial Study Of Retiree Health Liabilities)

C.4 Set the date of October 21, 2015 for a Public Hearing to evaluate the Lemonwood Elementary School Reconstruction Project and associated Mitigated Negative Declaration. (Setting Of Date For Public Hearing – Lemonwood Elementary School Reconstruction Project and Associated Mitigated Negative Declaration)

C.5 Approved Purchase Order/Draft Payment Report #15-02, as submitted. (Purchase Order/Draft Payment Report #15-02)

C.6 *Moved to Action Item D.4 for discussion by Trustee Cordes - The Quarterly Report on Williams Complaints, First Quarter, as presented.* (Moved to Action Item Agenda - 2015-16 Quarterly Report On Williams Uniform Complaints, First Quarter)

C.7 Rejected York Claim VCBA06986A1. (Rejection of Liability Claim)

C.8 Approved the establishment, abolishment, reduction or increase in hours for classified positions:  
Established:  
 ▪ An eight hour, 246 day District Translator, position number 7259, to be established in the Special Education department. This position will be established to assist with translating IEP's. (Establish/Abolish/Reduce/Increase Hours of Positions)

- A five hour, 183 day Paraeducator I, position number 7280, to be established at Haydock school. This position will be established for EL support.
- A five hour, 183 day Paraeducator I, position number 7263, to be established at Soria school. This position will be established for extra support in the classroom.
- A five hour, 183 day Paraeducator I, position number 7262, to be established at Soria school. This position will be established for extra support in the classroom.
- A five hour, 183 day Paraeducator I, position number 7261, to be established at Soria school. This position will be established for extra support in the classroom.
- A five hour, 183 day Paraeducator I, position number 7260, to be established at Soria school. This position will be established for extra support in the classroom.
- A five hour, 203 day Office Assistant II, position number 7266, to be established at Lemonwood school. This position will be established due to student enrollment.
- A five hour, 185 day Child Nutrition Worker, position number 7278, to be established at Curren school. This position will be established due to increase in meal participation.
- A five hour, 185 day Child Nutrition Worker, position number 7277, to be established at Fremont school. This position will be established due to change in lunch schedule.
- A three hour, 185 day Child Nutrition Worker, position number 7292, to be established at McKinna school. This position will be established due to change in lunch schedule.
- A three hour, 185 day Child Nutrition Worker, position number 7291, to be established at McAuliffe school. This position will be established due to change in lunch schedule.

Increased:

- A four hour, 190 day Library Media Technician, position number 2464, to be increased to five hours at McKinna school. This position will be increased to provide additional support.

The following positions will be increased by 10 minutes to support TK/K classes:

- A four hour, 183 day Paraeducator I, position number 7167, at Brekke school.
- A four hour, 183 day Paraeducator I, position number 7169, at Chavez school.
- A four hour, 183 day Paraeducator I, position number 7170, at Curren school.
- A four hour, 183 day Paraeducator I, position number 7171, at Driffill school.
- A four hour, 183 day Paraeducator I, position number 7174, at Harrington school.
- A four hour, 183 day Paraeducator I, position number 7176, at Kamala school.
- A four hour, 183 day Paraeducator I, position number 7178, at Lemonwood school.
- A four hour, 183 day Paraeducator I, position number 7179, at Marina West school.
- A four hour, 183 day Paraeducator I, position number 7180, at Marina West school.

- A four hour, 183 day Paraeducator I, position number 7181, at Marshall school.
- A four hour, 183 day Paraeducator I, position number 7185, at McKinna school.
- A four hour, 183 day Paraeducator I, position number 7186, at McKinna school.
- A four hour, 183 day Paraeducator I, position number 7187, at Ramona school.
- A four hour, 183 day Paraeducator I, position number 7189, at Ritche school.
- A four hour, 183 day Paraeducator I, position number 7191, at Rose Avenue school
- A four hour, 183 day Paraeducator I, position number 7193, at Sierra Linda school.
- A three hour, 183 day Paraeducator I, position number 7194, at Sierra Linda school.
- A four hour, 183 day Paraeducator I, position number 7195, at Soria school.

Reduced:

- A seven hour, 203 day Office Assistant II, position number 1983, to be reduced to five hours at Marshall school. This position will be reduced due to student enrollment.

FISCAL IMPACT:

Cost for District Translator - \$69,731.00 Special Ed  
 Cost for Paraeducator I - \$22,314.00 Site LCFF  
 Cost for Paraeducator I - \$22,314.00 Site Title 1 and LCFF  
 Cost for Paraeducator I - \$22,314.00 Site Title I and LCFF  
 Cost for Paraeducator I - \$22,314.00 Site Title 1 and LCFF  
 Cost for Paraeducator I - \$21,660.00 Site Title 1 and LCFF  
 Cost for Office Assistant II - \$27,055.00 Site LCFF  
 Cost for Child Nutrition Worker - \$20,343.00 Child Nutrition Services  
 Cost for Child Nutrition Worker - \$20,343.00 Child Nutrition Services  
 Cost for Child Nutrition Worker - \$12,220.00 Child Nutrition Services  
 Cost for Child Nutrition Worker - \$12,220.00 Child Nutrition Services  
 Cost for Library Media Technician - \$2,528.00 General  
 Cost for 18 Para I's - \$11,418.00 General  
 Savings for Office Assistant II - \$24,249.00 General

C.9 Personnel Action:

(Personnel Actions)

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

(CERTIFICATED)

<b>Name</b>	<b>Position</b>	<b>Effective Date</b>
<u>NEW HIRES</u>		
Launderette Bogartz	Teacher, Special Education M/M, Marina West	September 29, 2015
Teresa Gern	Director, Certificated Human Resources	October 2, 2015 (Correction)
Kristin Haidet	Manager, Special Education	September 14, 2015

Tracey Hoffman	Teacher, 3 SEI, McAuliffe	September 11, 2015
Linda Kimball	Teacher, Science, Haydock	September 11, 2015
Patricia Marquez	Teacher, Special Education Pre-K, San Miguel	September 8, 2015
Mary W. Mendel	Teacher, 5 SEI, Curren	September 3, 2015
John Moffitt	Teacher, Spanish, Frank	September 18, 2015
Luis H. Ramirez	School Principal, Harrington	September 21, 2015
Kelsey Ann Shaw	Teacher, 2 SEI, Kamala	September 18, 2015
Corinne L. Slattum	Elementary Support Teacher, Kamala	September 21, 2015
Deborah Smyer	Teacher, 6 SEI, Frank	September 24, 2015
Nicole M. Wilson	Elementary Support Teacher, Rose Avenue	September 21, 2015
Daniela Blazer	Substitute Teacher	2015/2016 School Year
Tamara Cundiff	Substitute Teacher	2015/2016 School Year
Asher Lober	Substitute Teacher	2015/2016 School Year
Maria Shafer	Substitute Teacher	2015/2016 School Year
Laura Suel	Substitute Teacher	2015/2016 School Year
Sandra Stevenson	Substitute Teacher	2015/2016 School Year
Michelle Royan	Substitute Teacher	2015/2016 School Year
Patricia Vigil	Substitute Teacher	2015/2016 School Year
Juan Jose Villalpando	Substitute Teacher	2015/2016 School Year

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

Alex Arevalo	Harrington	September 24, 2015
Diane Brooks	Lemonwood	September 10, 2015
Cruz Earls-Mrstik	Curren	September 25, 2015
Rachel Herskowitz	Curren	September 25, 2015
Dietra Hill	McAuliffe	October 5, 2015
Lawrence Libman	Kamala	September 25, 2015
Marilu Lopez	Elm	October 1, 2015
Candice McHenry	McAuliffe	October 5, 2015
Susan Nemets	Ritchen	September 29, 2015
Marilyn Parker	Marshall	September 28, 2015
Carolyn Reed	Ritchen	October 5, 2015

RESIGNATION

Mary Kate O'Leary	School Psychologist	September 30, 2015
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The following classified individuals to be employed in the capacities and for the terms indicated, their salaries to be determined in accordance with salary regulations of the district, it being understood that substitute classified personnel and regular classified personnel performing substitute duties will be assigned by the administration and paid in accordance with salary regulations governing the specific assignment:

(CLASSIFIED)

<b>Name</b>	<b>Position</b>	<b>Effective Date</b>
<u>New Hire</u>		
Amezcuca, Daisy	Accounting Specialist III, Position #1810 Budget & Finance 8.0 hrs./246 days	09/15/2015
Cabrera, Karina H	Office Assistant II (B), Position #5425 Driffill 5.0 hrs./203 days	09/04/2015

Geraldo, Berenis	Site Technology Technician, Position #2198 Sierra Linda 8.0 hrs./192 days	09/14/2015
Jasso, Judy	Paraeducator III, Position #6824 Pupil Services 5.75 hrs./193 days	09/21/2015
Perry, Laura	School Occupational Therapist, Position #5607 Pupil Services 8.0 hrs./183 days	09/21/2015
Vaca, Anthony	Paraeducator I, Position #7177 Kamala 2.0 hrs./183 days	09/24/2015

Exempt

Barajas, Leticia	Campus Assistant	09/01/2015
Cerereres, Liliana	Campus Assistant	08/19/2015
Chavez Mendoza, Maria	Campus Assistant	08/19/2015
Gabino, Sabrina	Campus Assistant	08/19/2015
Gamino, Celeste	Campus Assistant	08/19/2015
Gutierrez, Alfredo	Campus Assistant	08/19/2015
Gutierrez, Andrew	Campus Assistant	08/19/2015
Lopez, Corina	Campus Assistant	08/21/2015
Lopez Osornio, Diego	Campus Assistant	08/21/2015
Orozco, Maria G.	Campus Assistant	08/19/2015
Palomares Garcia, Jazmin	Campus Assistant	08/19/2015
Perez, Julia	Campus Assistant	09/01/2015
Serratos, Carlos	Campus Assistant	09/01/2015
Zaragoza, Matthew	Campus Assistant	08/19/2015

Limited Term

Aguilar, Vanessa	Paraeducator	09/11/2015
Aguirre Cayeros, Carmina	Paraeducator	09/15/2015
Amezquita, Nancy	Paraeducator	09/08/2015
Bravo, Sarah	Paraeducator	09/15/2015
Cruz, Samantha	Paraeducator	09/08/2015
Flores, Jennie	Paraeducator	09/24/2015
Garcia, Denise	Paraeducator	09/17/2015
Garibay, Angelica	Clerical	09/02/2015
Gomez-Palacios, Jimmy	Custodial	09/01/2015
Hernandez, Guadalupe	Paraeducator	09/16/2015
Marinez, Josue	Paraeducator	09/11/2015
Medina, Iliana	Paraeducator	09/17/2015
Mendoza, Alberto	Paraeducator	09/22/2015
Paez, Laura	Child Nutrition Worker	09/14/2015
Pena, Sahara	Clerical	09/14/2015
Rivera, Maria de la Luz	Paraeducator	09/21/2015
Schouten, Sarah J	Paraeducator	09/21/2015
Vaca, Anthony	Paraeducator	09/22/2015

Promotion

Flores, Rosio	Preschool Teacher (B), Position #7213 NfL 3.0 hrs./183 days	09/15/2015
	Preschool Assistant (B), Position #2664 Rose Ave. 3.0 hrs./183 days	
Mendoza, Roxana	Credential Technician, Position #6777 Certificated Human Resources 8.0 hrs./246 days	09/21/2015
	Administrative Assistant, Position #560 English Learner Services 8.0 hrs./246 days	
Torres Garcia, Sanjuana	Preschool Teacher (B), Position #925 Rose Ave. 4.0 hrs./183 days	09/13/2015
	Preschool Assistant (B), Position #2577 Sierra Linda 3.0 hrs./183 days	

Increase in Hours

Lemos, Sara	Paraeducator II, Position #671 Pupil Services 5.75 hrs./183 days	09/09/2015
	Paraeducator II, Position #671 Pupil Services 4.5 hrs./183 days	

Transfer

Flores, Janet R.	Paraeducator I (B), Position #7226 McKinna 5.0 hrs./183 days	09/20/2015
	Paraeducator I (B), Position #2243 Frank 3.0 hrs./183 days	
Hernandez, Maria	Office Assistant II (B), Position #475 Haydock 8.0 hrs./203 days	09/21/2015
	Office Assistant II (B), Position #1212 Fremont 6.0 hrs./203 days	
Ramos, Francisco	Site Technology Technician, Position #2946 Frank 5.0 hrs./192 days	09/21/2015
	Site Technology Technician, Position #2947 Haydock 5.0 hrs./192 days	

Return from Leave of Absence

Moreno, Angelica	Paraeducator II, Position #2952 Pupil Services 5.5 hrs./183 days	08/17/2015
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Unpaid Leave of Absence

Arellano, Mariselda	Preschool Assistant, Position #6782 Ritchen 3.0 hrs./183 days	09/28/2015- 08/01/2016
Gomez, Daniel	Child Nutrition Worker, Position #2055 Haydock 4.0 hrs./185 days	09/18/2015- 03/18/2016
Rodarte, Maribel	Child Nutrition Worker, Position #2679 Soria 5.0 hrs./185 days	10/02/2015- 12/22/2015

FMLA

Ledbetter, Christopher	Site Technology Technician, Position #6803 Fremont 8.0 hrs./192 days	09/08/2015- 10/21/2015
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Resignation

Avila, Kimberly	Child Nutrition Worker, Position #2616 Chavez 5.5 hrs./246 days	09/08/2015
Cortez, Alejandra	Facilities Technician, Position #005 Facilities 8.0 hrs./246 days	09/09/2015

D.1 On motion by Trustee O’Leary, seconded by Trustee Morrison and carried on a roll call vote of 5-0; the Board of Trustees approved the Notice of Completion and filing of such notice with the County Recorder’s Office, for Bid #14-02, Marshall School Floor Replacement Project with Prospectra Contract Flooring.

APPROVAL OF NOTICE OF COMPLETION – MARSHALL SCHOOL FLOOR REPLACEMENT PROJECT, BID #14-02 (Motion #15-35)

D.2 Following discussion, on motion by Trustee Morrison, seconded by Trustee Duff and carried on a roll call vote of 5-0; the Board of Trustees accepted Project No. 1, Construction Services Agreements Numbers: #13-198, #13-199, #13-200, #13-201, #13-202, #13-203, #13-204, #13-205, and authorized the issuance and filing of a Notice of Completion for the Project with the County Recorder’s Office.

ACCEPTANCE OF PROJECT AND AUTHORIZATION TO ISSUE NOTICE OF COMPLETION, PROJECT NO. 1 KINDERGARTEN AND SCIENCE RECONFIGURATION (Motion #15-36)

D.3 Dr. Morales, Superintendent reported the item was being brought forward at the direction of Board as a follow up on previous study sessions and reports to the Board regarding the completion of projects that are not funded with Measure “R”. The Supplemental Master Construct Program would identify additional sites to be acquired, new facilities to be constructed, existing schools to be reconstructed, support facilities needed to complete prior construction efforts and required facilities not part of the Measure “R” Implementation Program.

CONSIDERATION AND APPROVAL OF AGREEMENT #15-115, CALDWELL FLORES WINTERS, INC. – SUPPLEMENTAL MASTER CONSTRUCT PROGRAM (Motion #15-37)

Following a lengthy discussion, on motion by Trustee Morrison, seconded by Trustee Robles-Solis and carried on a roll call vote of 4-1, Trustee O’Leary being the Nay vote; the Board of Trustees approved Agreement #15-115 between Oxnard School District and Caldwell Flores Winters, Inc., to prepare a Supplemental Master Construct Program for a flat fee of \$150,000.00, to be paid with General Funds.

D.4 Trustee Cordes requested discussion on this item because the executive summary stated there was one complaint in the area of Facility Conditions received but on the form it stated no complaints were filed during the quarter indicated. Dr. Vaca reported there were no complaints received and he would correct the summary to refer the same. On motion by Trustee Morrison, seconded by Trustee Cordes and carried on a roll call vote of 5-0; the Board of Trustees approved the Quarterly Report on Williams Complaints, First Quarter, as presented.

APPROVAL OF THE 2015-16 QUARTERLY REPORT ON WILLIAMS UNIFORM COMPLAINTS, FIRST QUARTER (Motion #15-38)



F.1 The Board of Trustees reviewed the following revised Board Policies, Regulations and Bylaws, as presented for a first reading:

FIRST READING OF BOARD POLICIES, REGULATIONS AND BYLAWS

Revision of BP 5127	Students PROMOTION CEREMONIES AND ACTIVITIES	Freeman
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Ms. Freeman, Assistant Superintendent, Educational Services reported there was a committee that included teachers, staff and administrators who had reviewed and revised this board policy over a long period of time and upon her arrival of July 1, 2015 they continued to meet, review and revise this policy before bringing it to the Board tonight.

- Robin Lefkovits, OEA President and Teacher, reported she had been on the committees and provided past information on why the policy had been changed; and requested the item be pulled and sent back to the committee.

PUBLIC COMMENT

Following a lengthy discussion, it was agreed that the item would be pulled, the District would continue with the current Board Policy for this school year; and the revised board policy would be brought back to a meeting in the future.

F.2 Following discussion, on motion by Trustee O’Leary, seconded by Trustee Duff and carried on a roll call vote of 5-0; the Board of Trustees reviewed the following revised Board Policies, Regulations and Bylaws, as presented, and adopted for a second reading:

SECOND READING OF BOARD POLICIES, REGULATIONS AND BYLAWS

Revision of AR 3514.2	Business & Noninstructional Operation INTEGRATED PEST MANAGEMENT	Vaca
Revision of AR 4112.9, 4212.9, 4312.9	Personnel EMPLOYEE NOTIFICATIONS	Vaca
Revision of BP 4143, 4243	Personnel NEGOTIATIONS/CONSULTATION	Vaca

(Motion #15-39)

Dr. Cesar Morales:

- Thanked all of the teachers and supporting staff for the implementation of STAR 360, thanked EL Services Department for their assistance with the IPT especially the Instructional Coaches at the school sites for their support to teachers and staff to assist with increased student achievement, working together collaboratively with our parents in this process.

SUPERINTENDENT ANNOUNCEMENTS

Mr. Denis O’Leary:

- Reported he attended the CABA Conference in Ventura and also CLSBA Unity Conference 2015 in San Diego, received good information at both conferences and stated that Trustee Robles-Solis presented in two sessions.
- Future Items: report, discussion and vote on Class Size Reduction on Measure “R”; vote on PLA for Lemonwood Project with Measure “R”; report on student test results; public report on responses to comments made by Mrs. Claudia Mercado during public comment; and presentation on Plazas Comunitarias Program.

TRUSTEE ANNOUNCEMENTS

- Requested a response if the Oxnard School District is in favor to support Walmart's liquor license? He stated that in the past, in that community, the District has always been in opposition.

Mr. Ernest Morrison:

- Reported he enjoyed attending the Back To School Nights and was impressed with the organization, the number of parents and students that attended, the perception is very positive, teachers, administrators and classified staff are doing a great job.
- Reported he attended the Ribbon Cutting of the new high school in Camarillo, was impressed with the technology, stated there is still a lot to finish the school but was amazed that the school was up in 18 months and that it is beautiful.

Mrs. Debra M. Cordes:

- Reported she attended the CABA Conference in Ventura and appreciated the parent and staff involvement.
- She attended the CLSBA Unity Conference in San Diego and appreciated the opportunity to meet and discuss with others. She enjoyed going to the conference and listened to Lt. Col. Consuelo Castillo Kickbusch speech on Latina Role Model, and spoke with her after the workshop reminding the Lt. Col. that she had visited Frank School in 2006 and spoken to the students and staff.
- She also attended the Rancho Compana High School presentation on the whole Link Learning and Pathways which seem similar to the schools in Mexico,
- Reported she enjoyed the presentation by Fremont Middle School students and staff, stating it was nice to see that our academies are touching a lot of students, wide range and the model is working for the student.
- Stated she looked forward to reviewing the graduation policy and the Williams Act on sufficient instructional material for ESL and ELD students.

Mr. Albert "Al" Duff Sr.:

- Reported he visited Marshall School, the repairs to the flooring had been completed with beautiful carpet in the library and tiles in the halls.
- Stated he visited Chavez School and Principal Perez accompanied him on a tour of five or six classrooms in different grade levels. Students were engaged, classrooms looked wonderful, great things happening at the school.

Mrs. Veronica Robles-Solis:

- Reported she also attended the Ventura County CABA Conference and noticed a large number of Oxnard School District parents and staff attended this year from previous years. The networking with other Board Members
- She also attended the CLSBA Unity Conference in San Diego and appreciated the opportunity to meet and share ideas with other Board Members, administrators, staff and parents from other school districts.
- Thanked the Fremont Middle School students and staff for tonight's presentation which reinforces the way the district is teaching and engaging with students to provide a well-rounded education for all students. She reported the district is in its second year of academies and you can tell everyone is excited about learning.
- Reminded everyone that OSD had a relay team that will participate in the Santa To The Sea half marathon/5K event in December. She has been working with the District PTA the team name is "Team PTA Roadrunners". She invited everyone to join to build funds for the OSD schools.

President Robles-Solis concluded the board meeting by appointing Superintendent Morales to read the District's Vision and Mission Statements in Spanish and Trustee Morrison in English.

District's Vision and Mission Statements

There being no further business, on motion by Trustee Morrison, seconded by Trustee Cordes, President Robles-Solis adjourned the meeting at 9:00 p.m.

ADJOURNMENT

Respectfully Submitted,  
DR. CESAR MORALES

District Superintendent and  
Secretary to the Board of Trustees

By our signature below, given on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the Governing Board of the Oxnard School District approves the Minutes of the Regular Board meeting of October 7, 2015; on motion of Trustee \_\_\_\_\_, seconded by Trustee \_\_\_\_\_.

Signed:

\_\_\_\_\_  
President of the Board of Trustees

\_\_\_\_\_  
Clerk of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

Regular Board Meeting  
October 21, 2015

The Board of Trustees of the Oxnard School District met in regular session at 5:00 p.m. on Wednesday, October 21, 2015, at the Educational Service Center.

CALL TO ORDER

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

ROLL CALL

Valeria Rosales and Madilyn Fuqua, Kindergarten DLI students at Curren School; lead the audience in the Pledge of Allegiance in English and Spanish.

PLEDGE OF ALLEGIANCE

Manuel Medina, 8<sup>th</sup> grader at Curren School, read the District’s Vision and Mission Statements in English; and Emilio Caro, 8<sup>th</sup> grader at Curren School read them in Spanish.

DISTRICT’S VISION AND MISSION STATEMENTS

Ms. Kelly Castillo, Principal at Curren School, thanked the Board for the opportunity and reported that Valeria Rosales and Madilyn Fuqua were Kindergartners in the DLI program; Emilio Caro, 8<sup>th</sup> grader in his second year of Spanish and translated for parents during Back-To-School Night; and Manuel Medina, 8<sup>th</sup> grader is a Teacher’s Assistant and supports primary students as his elective class.

PRESENTATION BY CURREN SCHOOL STAFF

Ms. Castillo reported on Curren School five goals for this year: Language Arts/Reading, Math, ELD, School Climate, and their new academy focus EYES (Enriching Youth with Environmental Studies). She highlighted English Language Development, School Climate and EYES. The following parents spoke on their experiences at Curren School as follows: Jeralyn Negri - SSC and PTA, Rojelía Ruvalcaba – ELAC and DELAC and parent involvement, and Yvana Zarate – volunteer crossing guard, PTA and parent involvement. She ending with providing an iMovie put together by the Mouse Squad and ASB students, teachers and assistant principals.

A.5 Changes to the agenda were noted:

ADOPTION OF THE AGENDA

- A.8 Closed Session – pulled item two – no expulsion cases would be considered;
- A.12 Introduction of New Administrator – Rosario Villalpando, Assistant Principal at Kamala School not Lemonwood;
- D.1 Pulled Approval of Single Plans for Achievement: 20 Schools Sites;

On motion by Trustee Morrison, seconded by Trustee Duff and carried on a roll call vote of 4-1, Trustee O’Leary being the nay vote; the Board adopted the agenda, as amended.

Mr. Ernesto Calderon, President of Caldwell Flores Winters, Inc. introduced Jeremy Cogan and Yuri Calderon who would be assisting with the presentation. He reported that the district had requested review of the opportunity to construct a new multipurpose room facility at Driffill School.

STUDY SESSION PROPOSED ALTERNATIVE FOR DRIFFILL

He reviewed policy considerations and existing conditions. Mr. Cogan reviewed the conceptual overview which included the existing MPR. Subject to State approval, design features within the new MPR facility which would be a single story with a high ceiling and food service and restrooms behind the MPR. The second story would be classrooms same concept as the Harrington site, and a connection bridge/breeze way between the P2P building to the new MPR building.

KINDERGARTEN &  
MPR FACILITIES

Following a lengthy discussion but not limited to, regarding removal or leaving relocatable classrooms on the school site until they are no longer needed, building additional classrooms, finalizing the school site as a priority because it has been under construction for many years, estimated cost of project and replacing kindergarten area grass with artificial turf. Trustee O’Leary informed the Board that a resolution was passed in opposition of artificial turf at any school because of the lead content. Dr. Morales informed the Board he would research the topic and provide a response to the Board.

Dr. Morales informed the Board there would be a special board meeting in November which would provide answers to the questions the Board was asking tonight and provide the exact demands. Trustees O’Leary and Duff requested the Board hold off on providing direction tonight until the November study session when they would have all of the information. Following discussion, direction was provided to the Superintendent to move forward with the conceptual design presented for the Drifill site.

ANNOUNCEMENTS PRIOR TO CLOSED SESSION October 21, 2015:

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

No one addressed the Board of Trustees during closed session public comment.

PUBLIC COMMENT  
CLOSED SESSION

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

- ANTICIPATED LITIGATION – two (2) cases

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

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

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

- PUBLIC EMPLOYEE(S) DISCIPLINE/DISMISSAL/RELEASE

Trustees convened to closed session at 6:46 p.m. until approximately 7:15 p.m. to discuss items on the closed session agenda.

CLOSED SESSION

A.11 On motion by Trustee Morrison, seconded by Trustee O’Leary, and carried on a roll call vote of 5-0; the Board of Trustees approved the minutes of regular board meetings August 26, 2015 and September 2, 2015, as presented.

APPROVAL OF  
MINUTES

A.12 Dr. Morales introduced Ms. Rosario Villalpando, Assistant Principal at Kamala School to the Board of Trustees.

INTRODUCTION OF NEW ADMINISTRATOR

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

RULES FOR PRESENTATIONS

The following individuals addressed the Board of Trustees:

PUBLIC COMMENT

- Claudia Mercado, Parent and representative of Primero Los Niños, presented a request for public information for the evaluation of the Oxnard School District’s student achievement, student programs and plans, district funding and leadership;
- Amparo Mazariegos, concerned that students are not being prepared for the future, only being prepared to pass tests; also submitted letter to the Board;
- Aurelia Ayala, parent, concerned with availability of Elm School Emergency Plan;
- Maricela Angeles, Parent, requesting tutoring for her daughter;

B.2 This being the time and date noticed, President Robles-Solis opened the public hearing to receive and consider any additional comments from the public or interested agencies regarding the Initial Study and Mitigated Negative Declaration.

PUBLIC HEARING: ADOPTION OF RESOLUTION #15-18 MITIGATED NEGATIVE DECLARATION AND APPROVING THE MITIGATED MONITORING AND REPORTING PROGRAM FOR THE LEMONWOOD ELEMENTARY SCHOOL RECONSTRUCTION PROJECT IN COMPLIANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (Motion #15-40)

Ms. Lisa Cline, Assistant Superintendent, Business & Fiscal Services introduced Mr. Ed Morelan with Rincon Consultants, Inc. who provided a brief summary of the study performed on the Lemonwood Site to determine the impact of the project on the environment and identify mitigation measures that must be taken to minimize the impact. Based on the findings of the Initial Study-Mitigated Negative Declaration (IS-MND), the project would have no significant environmental impacts.

There being no further comments, President Robles-Solis closed the public hearing. On motion by Trustee Robles-Solis, seconded by Trustee Morrison and carried on a roll call vote of 5-0; the Board of Trustees considered any and all comments received, whether written or oral, and adopted 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 following items on the consent agenda were approved on motion by Trustee Morrison, seconded by Trustee Duff, and carried on a roll call vote of 5-0, as amended.

CONSENT AGENDA (Motion #15-41)

C.1 Approved the following agreements:

(Approval of Agreements)

- Amendment #1 to Agreement #15-116 with Ventura County Office of Education, to provide the two year Administrative Services Credential Program for two (2) additional administrators; amount not to exceed \$10,000.00; original contract amount was \$55,000.00, total contract amount is \$65,000.00, to be paid with Educator Effective Grant – General Funds;

- #15-117 with Shavonn Swain – KNS Rockstar, to provide motivational and positive presentation which will focus on “Stop the Bullying and Conquer Your Dreams” to students at Haydock Middle School; amount not to exceed \$2,000.00, to be paid with Discretionary Funds;
- #15-153 with Anti-Defamation League, to provide each of the three middle schools with a day of “A World of Difference” Institute Step UP! Assemblies; amount not to exceed \$3,500.00, to be paid with MSAP Grant Funds;
- #15-154 with MARE – Lawrence Hall of Science, to provide a full-day teacher workshop on the Ocean Science Sequence program for up to 32 OSD Middle School Teachers; amount \$6,192.75 (includes accommodations and incidentals up to \$750.00), to be paid with MSAP Grant Funds;
- #15-155 with Oxnard Performing Arts and Convention Center (PACC), for use of the PACC on Thursday, October 29, 2015 for a Magic Show with Garry Carson; amount not to exceed \$1,682.25, to be paid with ASES Grant Funds.

C.2 Ratified the following agreements:

(Ratification of Agreements)

- Amendment #1 to Agreement #15-79 with Ventura County Office of Education/SELPA, to provide an increase for Occupational Therapist (OT), or Certified Occupational Therapist Assistant (COTA) services; amount not to exceed \$13,440.00; original contract amount was \$107,520.00, total contract amount is \$120,960.00, to be paid with Special Education Funds;
- #15-118 with Briggs Elementary School District for Oxnard School District to provide Deaf and Hard of Hearings Services to student VH121010 for the 2015-2016 school year, including Extended School Year; Briggs Elementary School District will reimburse Oxnard School District \$21,964.00;
- #15-119 with Sunbelt Staffing LLC, to provide supplemental Healthcare Professionals (HCPs) to the Oxnard School District on an “as needed” basis; amount not to exceed \$90.00 per hour, to be paid with Special Education Funds.

C.3 Approved request for Julie Chessen, Assistant Director, Child Nutrition Services to the Institute of Child Nutrition’s Orientation to School Nutrition Management Conference, in Oxford, MS, on January 11-15, 2016; there is no cost for the conference, District would be responsible for reimbursing the employee for the cost of travel and meals, to be paid with Child Nutrition Services Funds.

(Request for Approval of Out-Of-State Conference Attendance – Orientation To School Nutrition Management Conference)

C.4 Declared the September 2015 surplus property obsolete and approve its sale and/or disposal, as permitted by California Education Code §17546.

(Disposal of Surplus Personal Property)

C.5 Ratified 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; fixed fee of \$4,635.00, to be funded from Measure “R” cost code of 6171 – Environmental Studies.

(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)

C.6 Approved request for Robin Freeman, Assistant Superintendent, Educational Services, Debra West, Project Director, Dr. Liam Joyce, Frank Middle School Principal, Gregory Brisbine, Fremont Middle School Principal, Dr. Edd Bond, Haydock Middle School Principal and Virginia Whitt, Administrative Assistant to the Magnet Schools Assistance Program (MSAP) Technical Assistance & Training Conference, in Washington, D.C., on November 7 – 10, 2015; amount not to exceed \$10,000.00 for registration, airfare and lodging, to be paid with MSAP Grant Funds. (Request for Approval of Out-Of-State Conference Attendance – MSAP Technical & Training Conference)

C. Personnel Action: (Personnel Actions)

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

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
<u>NEW HIRES</u>		
Sarah Andrews	School Nurse, Pupil Services	October 14, 2015
Margarita Byrami	Teacher, 2/3 TBE, McKinna	October 9, 2015
Simon Ayala	Substitute Teacher	2015/2016 School Year
Daniel Holloway	Substitute Teacher	2015/2016 School Year

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

Jennifer Huynh	McAuliffe	October 5, 2015
Andrew Nourok	Soria	October 5, 2015
Eloise Vinton	Elm	October 9, 2015

PROMOTION

Rosario Villalpando	Assistant Principal, Kamala	October 13, 2015
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RESIGNATION

Launderette Bogartz	Teacher, Special Education M/M, Marina West	September 28, 2015
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The following classified individuals to be employed in the capacities and for the terms indicated, their salaries to be determined in accordance with salary regulations of the district, it being understood that substitute classified personnel and regular classified personnel performing substitute duties will be assigned by the administration and paid in accordance with salary regulations governing the specific assignment: (CLASSIFIED)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
<u>New Hire</u>		
Aguilar, Vanessa	Paraeducator I, Position #7176 Kamala 3.0 hrs./183 days	10/02/2015
Bedolla, Guadalupe	Paraeducator II (B), Position #2699 Ed. Services 5.75 hrs./183 days	09/28/2015



Bravo, Sarah	Paraeducator I, Position #7173 Elm 2.0 hrs./183 days	10/05/2015
Cruz, Samantha	Paraeducator I, Position #7170 Curren 4.0 hrs./183 days	10/07/2015
Hall, Brandon	Paraeducator I, Position #7192 Rose Ave. 2.0 hrs./183 days	10/01/2015
Martinez, Josue	Paraeducator I, Position #7187 Ramona 4.0 hrs./183 days	09/28/2015
Medina, Iliana	Paraeducator I, Position #7275 Elm 2.0 hrs./183 days	09/29/2015
Mendoza, Alejandro	Paraeducator I, Position #7180 Marina West 4.0 hrs./183 days	10/06/2015
Rivera, Georgina	Paraeducator I, Position #7178 Lemonwood 4.0/183 days	10/5/2015
Rodriguez, Joshua	Paraeducator I, Position #7167 Brekke 4.0 hrs./183 days	10/06/2015
Serratos, Osvaldo	Paraeducator I, Position #7171 Driffill 4.0 hrs./183 days	09/28/2015
Valles, Alyssa M.	Paraeducator I, Position #7195 Soria 4.0 hrs./183 days	10/06/2015
Wilson, Luke	Paraeducator I, Position #7179 Marina West 4.0 hrs./183 days	10/05/2015

Exempt

Almanza, Adelaida	AVID Tutor	09/16/2015
Cordero, Stephanie	Campus Assistant	09/18/2015
Faulk, Irma	Campus Assistant	08/19/2015
Garcia Rodriguez, Jannie	Campus Assistant	08/19/2015
Leal, Carolyn	Campus Assistant	09/24/2015
Lopez, Abraham	Custodian	09/23/2015
Macdonald, Elizabeth	Campus Assistant	09/28/2015
Preciado, Josefina	Campus Assistant	10/01/2015
Sellers, Paul	Custodian	09/23/2015
Serratos, Adrian H	Campus Assistant	09/01/2015
Serratos, Stephanie	Campus Assistant	09/01/2015
Servin, Christian	Campus Assistant	09/04/2015
Yamino, Michelle	Campus Assistant	09/01/2015
Yanez, Gilbert	AVID Tutor	09/16/2015

Limited Term

Brisco, Lola	Paraeducator	09/21/2015
DelRio, Naomi Monica	Paraeducator	09/30/2015
Frost, Roshni	Child Nutrition Worker	10/08/2015
Matthews, Gayle	Child Nutrition Worker	10/08/2015
Montejano, Monica	Paraeducator	09/28/2015

Padilla, Transito	Paraeducator	09/28/2015
Pulido, Daniel	Paraeducator	09/28/2015
Quintero, Roselle	Paraeducator	09/28/2015

Promotion

Sisemore, Theresa	Speech Language Pathology Assistant, Position #6343 Pupil Services 8.0 hrs./183 days Adaptive Technology Specialist, Position #2891 Pupil Services 5.75 hrs./183 days	09/27/2015
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Increase in Hours

Avalos, Manuel	Child Nutrition Worker, Position #6550 Fremont 5.5 hrs./185 days Child Nutrition Worker, Position #6550 Fremont 5.0 hrs./185 days	09/28/2015
Pisors, Dani	Library Media Technician, Position #8142 McKinna 5.0 hrs./190 days Library Media Technician, Position #8142 McKinna 4.0 hrs./190 days	09/28/2015

Transfer

Cabrera, Karina	Office Assistant II (B), Position #7226 Lemonwood 5.0 hrs./203 days Office Assistant II (B), Position #5424 Driffill 5.0 hrs./203 days	09/28/2015
Garcia, Antonio	Child Nutrition Worker, Position #2853 Sierra Linda 5.0 hrs./185 days Child Nutrition Worker, Position #2140 Curren 6.5 hrs./203 days	09/28/2015
Garibay, Christina	Administrative Assistant (B), Position #560 English Learner Services 8.0 hrs./246 days School Office Manager (B), Position #2241 Haydock 8.0 hrs./215 days	10/12/2015
Ingram, Jason	Child Nutrition Worker, Position #7278 Curren 5.0 hrs./185 days Child Nutrition Worker, Position #2139 Curren 4.5 hrs./185 days	10/01/2015
Pennington, Sam	Custodian, Position #499 Driffill 8.0 hrs./246 days Custodian, Position #6673 Elm 4.0 hrs./246 days	10/05/2015
Vazquez, Maria D.	Paraeducator II (B), Position #2305 Pupil Services 5.75 hrs./183 days Paraeducator II (B), Position #2260 Pupil Services 5.0 hrs./183 days	10/05/2015

Resignation

Alvarez Vega, Alma	Preschool Assistant, Position #2582 San Miguel 3.0 hrs./183 days	10/14/2015
Jones, Cynthia	Paraeducator III, Position #1628 Pupil Services 5.75 hrs./183 days	10/09/2015
Kossman, Maribeth	Site Technology Technician, Position #2508 Harrington 8.0 hrs./192 days	09/30/2015
Magana, Consuelo	Preschool Assistant (B), Position #2894 Ed. Services 3.0 hrs./183 days	10/14/2015
Rodriguez, Geni	Adaptive Technology Specialist, Position #949 Pupil Services 6.75 hrs./183 days	10/02/2015
Sanchez, Analuisa	Intermediate School Secretary (B), Position #6709 Driffill 8.0 hrs./192 days	10/14/2015

D.1 Board item pulled to future board agenda.

APPROVAL OF SINGLE  
PLANS FOR  
ACHIEVEMENT: 20  
SCHOOL SITES

D.2 Dr. Morales, Superintendent provided a brief summary in regards to supporting the California Emerging Technology Fund’s “Internet For All Now” proposal to secure affordable broadband internet for all low-income households from the Federal Communications Commission (FCC).

CONSIDERATION OF  
RESOLUTION #15-19  
SUPPORTING THE  
CALIFORNIA  
EMERGING  
TECHNOLOGY FUND’S  
“INTERNET FOR ALL  
NOW” PROPOSAL TO  
SECURE AFFORDABLE  
BROADBAND  
INTERNET FOR ALL  
LOW-INCOME  
HOUSEHOLDS  
(Motion #15-42)

Following discussion, on motion by Trustee Cordes, seconded by Trustee Duff and carried on a roll call vote of 5-0; the Board of Trustees approved Resolution #15-19 Supporting The California Emerging Technology Fund’s “Internet For All Now” proposal to secure affordable broadband internet for all low-income households. The Board further directed Dr. Morales to forward a copy of the resolution to FCC, Oxnard City Council and legislators.

D.3 On motion by Trustee Morrison, seconded by Trustee Duff and carried on a roll call vote of 5-0; the Board of Trustees approved the Notice of Completion and authorized the filing of such notice with the County Recorder’s Office, for Bid #14-04, Ritchen Special Day Classroom Project with GRD Construction.

APPROVAL OF NOTICE  
OF COMPLETION,  
RITCHEN SPECIAL DAY  
CLASSROOM PROJECT,  
BID #14-04  
(Motion #15-43)

D.4 On motion by Trustee Morrison, seconded by Trustee O’Leary and carried on a roll call vote of 5-0; the Board of Trustees approved Change Order #1 to Construction Services Agreement #14-21 and Guaranteed Maximum Price (GMP) with Bernards for the Harrington Elementary School Reconstruction Project; in amount of \$194,733.00, to be funded with Measure “R” Funds – Harrington Reconstruction Project Reserve.

RATIFICATION OF  
CHANGE ORDER #1 TO  
CONSTRUCTION  
SERVICES AGREEMENT  
#14-21 WITH  
BERNARDS FOR THE  
HARRINGTON  
ELEMENTARY SCHOOL  
RECONSTRUCTION  
PROJECT (Motion #15-44)

D.5 On motion by Trustee Morrison, seconded by Trustee Duff and carried on a roll call vote of 4-0, Trustee Cordes was not present for the vote; the Board of Trustees approved the Supplemental WAL #001S for surveying and utility location services per Master Agreement #13-126 with MNS Engineers Inc.; lump sum fixed fee of \$3,100.00, to be funded from Measure "R", Developer Fees, State Aid Reimbursements and/or other capital fund balances. The total fee for MNS Engineers Inc., included the original WAL, is \$10,300.00.

APPROVAL OF SUPPLEMENTAL WAL #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 (Motion #15-45)

E.1 Ms. Lisa Cline, Assistant Superintendent, Business & Fiscal Services provided the Annual Living Wage Report. The report included a review of Resolution #14-15 which was unanimously adopted by the Board on November 12, 2014 for a living wage of \$12.17 per hour; review of current wages in Oxnard area; negotiated movement of Campus Assistant positions to CSEA salary schedule at range 11.0 pay rate \$12.82 to \$15.60; and AB1522 "Healthy Workplaces, Healthy Families Act of 2014" allowing for three days of paid sick leave a year for all employees, effective on July 1, 2015.

REPORT ON LIVING WAGE

Following discussion, administration was given direction to bring back a report to include the new living wage amount, and to also check into raising the living wage to \$15.00.

E.2 Mrs. Anna Thomas, Director, Curriculum, Instruction and Accountability, reported on the CA Assessment of Student Performance and Progress (CAASPP) results for Oxnard School District for students tested in Spring 2015. She report the assessment is the umbrella of all the testing for students in California which included SBAC based on the common core standards which students took last spring using computers or iPads, the CST/CMA which is for Science in 5<sup>th</sup> and 8<sup>th</sup> grade, and the CAPA which is for special education students. The goal in California is to assure that students are college and career ready, as is the goal for the Oxnard School District.

REPORT ON CAASPP

Mrs. Thomas reported this year's test results are the baseline for progress we expect the students to make over time. The scores indicate that most students will need to make significant progress to reach the standards set for Mathematics and English/Language Arts that accompany college and career readiness. The results provide an opportunity to focus on the needs of students and support teachers and schools in their work. Following a lengthy discussion, the next steps include analysis student and site data by principals and teachers, address and support the areas of need and formative assessments.

- Frank Barba, concerned with the test results and how everyone needed to assist the students of the district for the future.

PUBLIC COMMENT

Dr. Cesar Morales:

- Reported there was a need to schedule two special board meetings, November 18, 2015 and December 16, 2015 to review the needs identified for the Master Construct Plan.

SUPERINTENDENT ANNOUNCEMENTS

- Reported there were two functions this weekend 1) Strengthening Our Families at Frank Academy and 2) Partnership with CSUCI Science Fair at Marshall School at 5:00-8:00 p.m., both events are free to attend.
- Reported that on Monday, October 25, 2015, Sonia Petrozello, Administrator Technical Assistance & Monitoring Office at the California State Department would be providing two trainings on the legal requirements of State Program for English Learners (ELAC) and District English Learner Advisory Committee (DELAC).
- Informed the community with the support of our Board he would be submitting a letter to the City Council establishing the district's opposition of providing a liquor license to Walmart located in the Centerpoint Mall.

Mr. Denis O'Leary:

- Reported tonight's meeting was very good, enlightening.
- Requested to allow Ms. Mazariegos to read her letter, informed she could return at the next meeting to read the letter, he read her letter

TRUSTEE  
ANNOUNCEMENTS

Mrs. Debra M. Cordes:

- Reported on October 12, 2015 she attended the Knights of Columbus Civic Night.
- Attended the 50<sup>th</sup> Anniversary of AMAE in Los Angeles, reported this organization promotes education to our students.
- Reported on October 19, 2015 she attended the VCSBA and the main topic was the importance of student attendance.
- Reported today she attended Unity Day event at Sierra Linda School which is to stand up against bullying.

Mr. Albert "Al" Duff Sr.:

- Reported he was out of town most of the week but reviewing his calendar and he had visited 2/3 of the schools this year and found that everything is going really well inside the classrooms and outside on campus.

Mrs. Veronica Robles-Solis:

- Reminded everyone to arrive early to the Science Carnival due to parking. She informed everyone that there would be shuttles running from the Oxnard High School parking lot to Marshall School.
- Thanked all of the Teachers for their hard work and commitment to the students of the Oxnard School District; she stated as community members we need to assist our schools in whatever matter we can for the future of the students.

President Robles-Solis concluded the board meeting by appointing Ms. Freeman to reading the District's Vision and Mission Statements in English and Trustee Cordes in Spanish.

District's Vision and  
Mission Statements

There being no further business, on motion by Trustee Cordes, seconded by Trustee O'Leary, President Robles-Solis adjourned the meeting at 9:28 p.m.

ADJOURNMENT

Respectfully Submitted,  
DR. CESAR MORALES

District Superintendent and  
Secretary to the Board of Trustees

By our signature below, given on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the  
Governing Board of the Oxnard School District approves the Minutes of the Regular Board meeting of  
October 21, 2015; on motion of Trustee \_\_\_\_\_, seconded by Trustee \_\_\_\_\_.

Signed:

\_\_\_\_\_  
President of the Board of Trustees

\_\_\_\_\_  
Clerk of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

Regular Board Meeting  
November 4, 2015

The Board of Trustees of the Oxnard School District met in regular session at 5:05 p.m. on Wednesday, November 4, 2015, at the Educational Service Center.

CALL TO ORDER

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

ROLL CALL

Aaliyah Williams, 8<sup>th</sup> grade student at Haydock Middle School School; lead the audience in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Carlos Ramirez, 8<sup>th</sup> grader at Haydock Middle School, read the District’s Vision and Mission Statements in English and Spanish.

DISTRICT’S VISION AND MISSION STATEMENTS

Dr. Edd Bond, Principal at Haydock Middle School, thanked the Board for the opportunity to present Haydock Academy of Arts and Sciences, empowering, inspiring, and motivating students to become creative and productive global citizens. Dr. Bond presented a summary of the programs offered at Haydock Academy and the following students presented their experiences:

PRESENTATION BY SCHOOL STAFF

- Aaliyah Williams, 8<sup>th</sup> grader on Dance Class, Dance Team and Chorus and shared the first place trophy, she stated she was honored to present to the Board tonight.
- Carlos Ramirez, 8<sup>th</sup> grader on Band, Marching Band, and Dance and shared the first place trophy from the Oxnard Fiestas Patrias parade.

In closing, Dr. Bond invited the Board to the Winter Showcase being held on Wednesday, December 16, 2015 at the Oxnard Performing Art Center.

A.5 Changes to the agenda were noted:

ADOPTION OF THE AGENDA

- Section D – Action Items – D.1 Approval of Single Plans for Student Achievement: 20 schools to 19 schools - pulled Chavez School Plan

On motion by Trustee Morrison, seconded by Trustee Cordes and carried on a roll call vote of 3-0-2, Trustee O’Leary had stepped out the meeting, and President Robles-Solis had not arrived; the Board adopted the agenda, as amended.

Ms. Robin Freeman, Assistant Superintendent, Educational Services introduced Dr. Jairo Arellano, Executive Director of English Learner Services who presented the Title III Accountability Plan which included the objective to assist English Learner students, monitoring the Annual Measurable Achievement Objectives (AMAOs) and professional development for staff.

STUDY SESSION  
TITLE III  
PRESENTATION

President Robles-Solis arrived at 5:30 p.m.

(Arrival of Trustee)

He also provided information on SIOP coaching and implementation, and the implementation of the Idea Proficiency Test (IPT) which included a timeline, graph and oral IPT District data summary. There was discussion on the Dual Language Immersion Program (DLI), reclassification of students by school site, and the district and school support services moving forward.

Following discussion, the Board thanked Dr. Arellano, Mrs. Freeman and the EL Team for the presentation.

ANNOUNCEMENTS PRIOR TO CLOSED SESSION November 4, 2015:

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

No one addressed the Board of Trustees during closed session public comment.

PUBLIC COMMENT  
CLOSED SESSION

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

- ANTICIPATED LITIGATION – two (2) cases

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

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

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

- PUBLIC EMPLOYEE(S) DISCIPLINE/DISMISSAL/RELEASE

Trustees convened to closed session at 6:19 p.m. until approximately 7:02 p.m. to discuss items on the closed session agenda.

CLOSED SESSION

President Robles-Solis reported the Board took no reportable action during closed session.

REPORT ON CLOSED  
SESSION

A.11 On motion by Trustee Duff, seconded by Trustee Cordes, and carried on a roll call vote of 5-0; the Board of Trustees approved the minutes of regular board meeting September 16, 2015, as presented.

APPROVAL OF  
MINUTES  
(Motion #15-46)

A.12 On motion by Trustee Cordes, seconded by Trustee Duff and carried on a roll call vote of 5-0; the Board of Trustees adopted and read into record Resolution #15-17 “2015 School Psychology Awareness Week”. Mr. Chris Ridge, Director of Pupil Services spoke on behalf of Ms. Amelia Sugden, Director of Special Education who was unable to attend due to a prior commitment.

RESOLUTION #15-17  
“2015 SCHOOL  
PSYCHOLOGY  
AWARENESS WEEK”  
(Motion #15-47)

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

RULES FOR  
PRESENTATIONS

No one addressed the Board of Trustees during public comment.

PUBLIC COMMENT



B.2 This being the time and date noticed, President Robles-Solis opened the public hearing to provide the public an opportunity to comment on the appointment of a Board Representative to the Personnel Commission

PUBLIC HEARING:  
APPOINTMENT OF  
BOARD  
REPRESENTATIVE ON  
PERSONNEL  
COMMISSION

Dr. Morales, Superintendent, reported the term for the Board of Trustees' appointee to the Personnel Commission is for three years and expires at noon on December 1, 2015. The Board's current appointee is Mr. Edward Castillo. The Board of Trustees' discussed the options at the September 16, 2015 regular board meeting. Held a public hearing on October 7, 2015 and proceeded with the application process. Interviews were held on October 26, 2015 with Trustees Cordes and O'Leary and Dr. Morales. The two candidates are Commissioner Edward Castillo and Ms. Irma Jean Lopez. There being no further comments, President Robles-Solis closed the public hearing.

On motion by Trustee O'Leary, seconded by Trustee Cordes and carried on a roll call vote of 4-1, Trustee Duff being the Nay vote; the Board of Trustees appointed Mrs. Irma Jean Lopez as the Oxnard School District's Board Representative to the Personnel Commission for a three (3) year term beginning December 1, 2015.

(Motion #15-48)

The Board thanked Mr. Edward Castillo for his six years of service and wished him well.

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

CONSENT AGENDA  
(Motion #15-49)

C.1 Approved the following agreements:

(Approval of  
Agreements)

- #15-121 with Flewelling & Moody Inc., to provide architectural services for the Chavez HVAC Project; amount not to exceed \$62,500.00, to be paid with Deferred Maintenance Funds;
- #15-150 with Our Lady of Guadalupe Parish School, in reference to allocated Title III Funding, OSD is required to serve EL students enrolled in private schools upon request from administration of that private school; Title III allocation to Our Lady of Guadalupe Parish School is \$762.00;
- #15-151 with St. Anthony's School, in reference to allocated Title III Funding, OSD is required to serve EL students enrolled in private schools upon request from administration of that private school; Title III allocation to St. Anthony's School is \$1,281.00;
- #15-152 with Santa Clara School, in reference to allocated Title III Funding, OSD is required to serve EL students enrolled in private schools upon request from administration of that private school; Title III allocation to Santa Clara School is \$1,073.00;
- #15-157 with Parent Institute for Quality Education, to provide a parent training course in Spanish for parents of the children enrolled at Haydock Middle School, April 2016 through June 2016; amount not to exceed \$5,500.00, to be paid with Title I - \$1,500.00 and Title III \$4,000.00.

C.2 Ratified the following agreements:

(Ratification of  
Agreements)

- #15-120 with Glenda C. Mahon of Action Preparedness Training, to provide CPR/First Aid Training to coaches in the OSD; amount not to exceed \$3,000.00, to be paid with General Funds;

- #15-156 with Ventura County Office of Education, to provide continued implementation of the Common Core State Standards in ELD Standards, ELA/ELD adoption process, and Mathematics during the 2015-2016 school year; amount not to exceed \$35,888.00, to be paid with Title II Funds;
- #15-158 with Ventura County Office of Education, to provide a consultant to evaluate the implementation and impact of OSD's School Counseling Grant for the program year 2015-2016; amount not to exceed \$8,000.00, to be paid with Counseling Grant Funds.

C.3 Set the date of Wednesday, December 9, 2015, at 7:00 p.m. as the date and time for the annual organizational meeting of the Board and directed the Ventura County Office of Education be notified of the decision. (Annual Board Organizational Meeting)

C.4 Awarded Field Contract #FC-P16-02071, HVAC Unit Installations & Modifications – ESC; in the amount of \$25,375.00 to West Coast Air Conditioning, to be paid with Deferred Maintenance Funds. (Award of Field Contract #FC-P16-02071 – HVAC Unit Installations & Modifications - ESC)

C.5 Received district's enrollment report for the month of September 2015. (Enrollment Report)

C.6 Approved the establishment, abolishment, reduction or increase in hours for classified positions: (Establish/Abolish/Reduce/Increase Hours of Positions)

Established:

- A five hour and forty five minute, 183 day Paraeducator I, position number 7331, to be established at McAuliffe school. This position will be established to comply with IEP.
- A four hour, 183 day Paraeducator I bilingual, position number 7329, to be established at Curren school. This position will be established for Kinder support.
- A five hour and forty five minute, 183 day Paraeducator II, position number 7343, to be established in the Pupil Services department. This position will be established for extra support in the classroom.
- A five hour and forty five minute, 183 day Paraeducator III, position number 7342, to be established in the Pupil Services department. This position will be established for extra support in the classroom.
- A five hour and forty five minute, 183 day Paraeducator III, position number 7341, to be established in the Pupil Services department. This position will be established for extra support in the classroom.

Abolished:

- A three hour, 180 day NfL Family Liaison, position number 2751, to be abolished in the Educational Services department. This position will be abolished due to the lack of funds.

Increased:

- A five and a half hour, 183 day Paraeducator II, position number 2935, to be increased to five hours and forty five minutes in the Pupil Services department. This position will be increased to provide additional support.
- A five hour, 183 day Paraeducator II bilingual, position number 2233, to be increased to five hours and forty five minutes in the Pupil Services department. This position will be increased to provide additional support.

- A five and a half hour, 183 day Paraeducator II, position number 2060, to be increased to five hours and forty five minutes in the Pupil Services department. This position will be increased to provide additional support.
- A five hour, 183 day Paraeducator II, position number 2260, to be increased to five hours and forty five minutes in the Pupil Services department. This position will be increased to provide additional support.
- A five hour, 183 day Paraeducator III bilingual, position number 2256, to be increased to five hours and forty five minutes in the Pupil Services department. This position will be increased to provide additional support.
- A five hour, 183 day Paraeducator II bilingual, position number 2234, to be increased to five hours and forty five minutes at Fremont school. This position will be increased to provide additional support.
- A three hour, 183 day Paraeducator I, position number 1104, to be increased to four hours at Chavez school. This position will be increased to provide additional support.

Reduced:

- A six and a half hour, 185 day Child Nutrition Worker, position number 2140, to be reduced to five hours at Curren school. This position will be reduced due to the lack of work.

FISCAL IMPACT:

Cost for Paraeducator I - \$28,305.00 Special Education  
 Cost for Paraeducator I - \$21,271.00 Site funds  
 Cost for Paraeducator II - \$29,517.00 Special Education  
 Cost for Paraeducator III - \$30,196.00 Special Education  
 Cost for Paraeducator III - \$30,196.00 Special Education  
 Savings for NfL Family Liaison - \$17,553.00 NfL  
 Cost for Paraeducator II - \$1,132.00 Special Education  
 Cost for Paraeducator II - \$3,397.00 Special Education  
 Cost for Paraeducator II - \$1,132.00 Special Education  
 Cost for Paraeducator II - \$3,397.00 Special Education  
 Cost for Paraeducator II - \$3,485.00 Special Education  
 Cost for Paraeducator II - \$3,397.00 Special Education  
 Cost for Paraeducator I - \$4,325.00 Site funds  
 Savings for Child Nutrition Worker - \$16,917.00 Child Nutrition Services

C.7 Personnel Action:

(Personnel Actions)

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

(CERTIFICATED)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
<u>NEW HIRES</u>		
Alexis Davila	Teacher, 2/3 SEI, Kamala	September 28, 2015
Helen A. Salgado	School Counselor, McKinna	October 26, 2015
Alexander Warnick	Teacher, English, Lemonwood	October 20, 2015
Rebecca Aguilar	Substitute Teacher	2015/2016 School Year

Taron Gutierrez	Substitute Teacher	2015/2016 School Year
Lizbeth Hernandez	Substitute Teacher	2015/2016 School Year
Mary White	Substitute Teacher	2015/2016 School Year

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

Debra A. Blake	Haydock	October 26, 2015
Stacy McLaughlin	McKinna	October 21, 2015
Katherine A. Pichelli	Sierra Linda	October 19, 2015
Beatrice Rouse	Lemonwood	October 26, 2015
Catherine Vidal	McKinna	October 19, 2015
Cathy Whitney	Sierra Linda	October 20, 2015

LEAVE OF ABSENCE

Margarita Maya	Teacher , TK/K SEI, McKinna	November 1, 2015 – January 8, 2016
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The following classified individuals to be employed in the capacities and for the terms indicated, their salaries to be determined in accordance with salary regulations of the district, it being understood that substitute classified personnel and regular classified personnel performing substitute duties will be assigned by the administration and paid in accordance with salary regulations governing the specific assignment: (CLASSIFIED)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
<u>New Hire</u>		
Barker, Lisa	Paraeducator I, Position #7189 Ritchen 4.0 hrs./183 days	10/19/2015
Bustamante, RosaMaria	Paraeducator III, Position #2000 Pupil Services 5.75 hrs./183 days	10/12/2015
Contreras-Giron, Karen	Paraeducator I, Position #7183 McAuliffe 2.0 hrs./183 days	09/30/2015
Cobarruvias, Bianca	Paraeducator I, Position #7186 McKinna 4.0 hrs./183 days	10/12/2015
Ferrer Munson, Rafael	Paraeducator I, Position #7259 Special Ed. 8.0 hrs./183 days	10/26/2015
Flores, Leonela	Paraeducator I, Position #7194 Sierra Linda 3.0 hrs./183 days	10/14/2015
Guzman Becerra, Maria	Preschool Assistant (B), Position #1553 Ed. Services 3.0 hrs./183 days	10/19/2015
Hernandez, Guadalupe	Paraeducator II, Position #6733 Pupil Services 5.75 hrs./183 days	10/19/2015
Lopez Jr., Juan	Paraeducator I, Position #7185 McKinna 4.0 hrs./183 days	10/08/2015
Padilla, Transito	Paraeducator I, Position #7267 McAuliffe 2.0 hrs./183 days	10/13/2015

Schouten, Sarah	Paraeducator I, Position #7193 Sierra Linda 4.0 hrs./183 days	10/09/2015
Trevisan, Heidi	Library Media Technician, Position #635 McAuliffe 5.0 hrs./190 days	10/12/2015
Villalobos, Veronica	Paraeducator I, Position #7191 Rose Ave. 4.0 hrs./183 days	10/14/2015
Warrick, Roderick	Site Technology Technician, Position #7132 Kamala 5.0 hrs./192 days	10/09/2015
Zavala, Casey	Paraeducator I, Position #7181 Soria 4.0 hrs./183 days	10/12/2015

Exempt

Barrera, Robert	Campus Assistant	10/15/2015
Espinoza, Ulyses	Campus Assistant	10/02/2015
Fitz, Daniel	Campus Assistant	10/05/2015
Flores, David	Campus Assistant	10/02/2015
Madrigal, Alejandra	Campus Assistant	10/20/2015
Marron, Silvia	Campus Assistant	10/09/2015
Nunez, Sergio	Campus Assistant	10/14/2015
Raya, Cristina	Campus Assistant	10/08/2015
Viveros, Stephany	Campus Assistant	10/14/2015

Limited Term

Banales, Patty	Child Nutrition Worker	09/29/2015
Bautista, Nayeli	Paraeducator	09/25/2015
Chavez, Vanessa	Paraeducator	10/13/2015
Contreras Zavala, Nancy	Paraeducator	09/29/2015
DelRio, Naomi Monica	Clerical	09/30/2015
Delsi, Randy	Child Nutrition Worker	09/27/2015
Escola Recendiz, Melanie	Paraeducator	09/28/2015
Gamino, Celeste	Paraeducator	09/30/2015
Ortiz, Maria	Paraeducator	10/09/2015
Partida, Terrie	Paraeducator	10/16/2015
Quezada, Alicia	Paraeducator	10/20/2015
Rodriguez, Krystal	Clerical	09/17/2015
Smith, Sarah	Child Nutrition Worker	10/14/2015
Tirado, Vanessa	Paraeducator	10/08/2015
Velasquez, Rosario	Child Nutrition Worker	10/01/2015

Promotion

Barrera, Leticia	Outreach Specialist (B), Position #2686 Ritchen 8.0 hrs./180 days NFL Family Liaison, Position #2432 Ed. Services 6.0 hrs./180 days	10/26/2015
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Transfer

Mariscal, Krystal	Paraeducator II, Position #7243 Pupil Services 5.75 hrs./183 days	10/19/2015
	Paraeducator II, Position #2760 Ed. Services 5.75 hrs./183 days	
Najera, Sandra	Preschool Assistant (B), Position #2666 San Miguel 3.0 hrs./183 days	10/26/2015
	Preschool Assistant (B), Position #945 Rose Ave. 3.0 hrs./183 days	
Sides, Griselda	Paraeducator II (B), Position #973 Pupil Services 5.75 hrs./183 days	10/12/2015
	Paraeducator II (B), Position #6783 Pupil Services 5.75 hrs./183 days	

Leave of Absence

Tanedo, Melinda	Paraeducator II, Position #2195 Pupil Services 5.75 hrs./183 days	09/30/2015- 11/30/2015
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Retirement

Gomez, Efren	Custodian, Position #1477 8.0 hrs./246 days	12/24/2015
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D.1 Mrs. Robin Freeman, Assistant Superintendent, Educational Services introduced Mrs. Anna Thomas, Director, Curriculum, Instruction and Accountability who presented the Single Plans for Student Achievement for 19 school excluding Chavez School. She explained the purpose of the SPSA is to coordinate all educational services at the school, shows how funds are used to improve the academic performance of all students and is a living document that is reviewed and revised regularly to reflect the needs of students and budget expenditures. It includes the school goals which are aligned with the activities and goals included in the Local Education Agency (LEA) Plan and the Local Control Accountability Plan (LCAP) in order to maximize school reform efforts. Mrs. Thomas also reviewed parent involvement policy and the approval process of the SPSA.

APPROVAL OF SINGLE PLANS FOR ACHIEVEMENT: 19 SCHOOL SITES (Motion #15-50)

Following discussion, on motion by Trustee O’Leary, seconded by Trustee Duff and carried on a roll call vote of 5-0; the Board of Trustees approved the Single Plans for Student Achievement for 19 schools excluding Chavez School.

President Robles-Solis introduced Mrs. Irma Lopez, newly appointed Board Representative to the Personnel Commission. Mrs. Lopez thanked the Board for the opportunity to serve on the Personnel Commission.

INTRODUCTION OF IRMA LOPEZ – NEWLY APPOINTED PERSONNEL COMMISSIONER

D.2 Following discussion, on motion by Trustee Morrison, seconded by Trustee Duff and carried on a roll call vote of 5-0; the Board of Trustees adopted Resolution #15-20 adopting a Prequalification Questionnaire and Uniform System of Rating Pursuant to Public Contract Code Section 20111.6.

APPROVAL OF RESOLUTION #15-20 ADOPTING A PREQUALIFICATION QUESTIONNAIRE AND UNIFORM SYSTEM OF RATING PURSUANT TO

E.1 Mr. Jim Picola, Director of Child Nutrition Services and Ms. Julie Chessen, Assistant Director of Child Nutrition Services, presented the highlights of the 2014-2015 OSD Child Nutrition Program, shared the Goals & Objectives for 2015-16, and presented a comparison of 2011 to 2014 Healthy, Hunger-Free Kids Act in the Oxnard School District. Following the presentation and discussion, the Board thanked Mr. Picola and Ms. Chessen for the outstanding report.

ANNUAL REPORT ON  
CHILD NUTRITION  
SERVICES PROGRAM

E.2 Mr. Anthony (Tony) Briscoe, Director of Transportation presented the Transportation Services Department Annual Report for 2014-15. The report included information on the miles traveled per day, students transported per day, types of services provided, safety record and terminal inspection. Also reported was the new technology of the GPS system and the Transportation Data Management System. Mr. Briscoe shared the future goals to replace school buses, CNG tank replacement, CNG fueling station repairs, student tracking system and camera system. Following the presentation and discussion, the Board thanked Mr. Briscoe for the report.

TRANSPORTATION  
DEPARTMENT  
ANNUAL REPORT

Dr. Cesar Morales:

- Thanked Mr. Edward Castillo for his years of service to the Oxnard School District as the Board Representative on the Personnel Commission.
- Reported the District received notification that once again McKinna Elementary had been selected as an Apple Distinguished Program for innovation, leadership and educational excellence. He will be coordinating with Ms. Jenks a visit to the school to congratulate the staff on their accomplishments. He also reported that Ms. Jenks – Principal, Ms. Batista – TK Teacher and Ms. Robin Freeman received a special invitation to attend a workshop in December at the Apple Headquarters in Cupertino, California.
- Reported that in October the OSD had great representation at the Ventura County Gold Coast Cue Conference where students participated in the Student Technology Showcase highlighting the exemplary work of students throughout the district.
- Reported that he was invited to be a keynote speaker at the Oxnard Union High School District “Your Future Starts Here” on November 14, 2015 the event is for 11<sup>th</sup> and 12<sup>th</sup> graders.
- Thanked the Educational Services Department, English Learner Services Team and Dr. Arellano for the presentation provided earlier in the evening showing what great progress has been accomplished in one year.

SUPERINTENDENT  
ANNOUNCEMENTS

Mr. Denis O’Leary:

- Thanked all who made presentations at tonight’s board meeting and keep our schools going in the right direction.
- Reported on October 22, 2015 he and Dr. Vaca were invited to the Mexican Consulate to participate in the IME Scholarship Program which helped allocate Mexican Federal Government funds to local agencies to assist the community in education.
- Future Board Items: Lemonwood construction and possibility of a PLA along with that construction, discuss class size reduction to see if that is one way of assisting with academics go up, open discussion and vote on academic improvement ideas, and discuss a partnership in the Plazas Comunitarias Program to assist adults in our community.

TRUSTEE  
ANNOUNCEMENTS

Mr. Ernest Morrison:

- Future Board Item: A presentation on the Science Fair that occurred at Marshall School.
- Suggested the possibility of Haydock Staff and Students providing assemblies at other schools on the tremendous job that is happening and what is available at Haydock School.

Mrs. Debra M. Cordes:

- Reported she provided the welcoming speech on behalf of the district at “Strengthening Our Families” event on Saturday at Frank Middle School.
- Reported she attended the evening ELAC Training provided by district by a State presenter, reported it was very informative and well attended.
- Reported she also attended the School Site Council (SSC) Training provided by Mrs. Anna Thomas that was also well attended.
- Thanked school staff, principals and district staff for the work put into developing the Single Plan Student Achievement Plans and stated in reviewing the SPSAs she noticed there is a lot tutoring being offered and wanted to make sure it was effective in assisting with what was being provided by the school for the needs of the students. She also stated that she did not see Adult ESL being offered and wanted to know if that was still being offered to the parents.
- Stated that parent-teacher conferences and report card would be going out soon and stressed that the district needs to make sure that parents are contacted and aware of student academic performance.
- Reported today she visited Harrington School which is almost complete. She had received several concerns of the openness of the campus and had spoken with Lisa, Yuri and the architects about those concerns which are being addressed. She said the school is beautiful and she is looking forward to the students moving into the new buildings.
- Welcomed Mrs. Lopez and stated she looked forward to working with her.

Mr. Albert “Al” Duff Sr.:

- Reported he attended the Science Fair at Marshall School which was well attended and a great event for the community.
- Reported he has visited 15 plus schools and everything looks accordingly inside and out.
- Stated he also has been watching the progress of the Harrington School construction which is nearly complete and looks very impressive.

Mrs. Veronica Robles-Solis:

- Reported she toured Harrington School and invited the Trustees to visit, stating it was amazing to see what had been accomplished in two years and excited for the move in during Winter break.
- Stated “Santa To The Sea” was in 45 days and acknowledged Dr. Morales who has been training for two months. She stated that she has received an overwhelming positive reaction from the community, parents and staff which are excited to join Team PTA Roadrunners and participate in the event which is scheduled for December 13, 2015.
- Stated that tonight’s reports by the English Learner Services staff, Child Nutrition Services staff and Mr. Briscoe on the Transportation Department, SPSAs shows that it does take a village to work together and offer the best for the students in the Oxnard School District.



President Robles-Solis stated she would like to conclude each board meeting reading the District's Vision and Mission Statements. Dr. Morales read them in Spanish and Mr. Chris Ridge read them in English.

District's Vision and Mission Statements

There being no further business, on motion by Trustee Cordes, seconded by Trustee Duff, President Robles-Solis adjourned the meeting at 9:00 p.m.

ADJOURNMENT

Respectfully Submitted,  
DR. CESAR MORALES

District Superintendent and  
Secretary to the Board of Trustees

By our signature below, given on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the Governing Board of the Oxnard School District approves the Minutes of the Regular Board meeting of November 4, 2015; on motion of Trustee \_\_\_\_\_, seconded by Trustee \_\_\_\_\_.

Signed:

\_\_\_\_\_  
President of the Board of Trustees

\_\_\_\_\_  
Clerk of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

Special Board Meeting  
November 18, 2015

The meeting was called to order at 5:15 p.m. by President Veronica Robles-Solis. CALL TO ORDER

Dr. Cesar Morales led the Pledge of Allegiance. PLEDGE OF ALLEGIANCE

Present were Trustees Albert Duff Sr., Debra M. Cordes, Ernest Morrison, Denis O’Leary and President Veronica Robles-Solis. Also present was Dr. Morales, Superintendent and Assistant Superintendents Lisa Cline, Robin Freeman and Dr. Jesus Vaca. Also in attendance were representatives from CFW, Inc. and Nitasha Sawhney with GHSB, LLP. ROLL CALL

On motion of Trustee Duff, seconded by Trustee Morrison and carried on a roll call vote of 5-0; the agenda was adopted, as presented. ADOPTION OF AGENDA

No one addressed the Board during public comment. PUBLIC COMMENT

The Board, Administration and representatives of Caldwell Flores Winters, Inc. participated in a workshop designed to evaluate the Master Construct Facilities Implementation Program which included review of facility needs, priorities and overall objectives for the Board of Trustees and Administration. BOARD MASTER CONSTRUCT FACILITIES PLANNING SESSION

There being no further business, on motion by Trustee Duff seconded by Trustee O’Leary, President Robles-Solis adjourned the meeting at 7:23 p.m. ADJOURNMENT

Respectfully submitted,

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

By our signatures below, given on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the Governing Board of the Oxnard School District approves the Minutes of its Special Board Meeting of November 18, 2015; on motion of Trustee \_\_\_\_\_, and seconded by Trustee \_\_\_\_\_.

Signed:

\_\_\_\_\_  
President of the Board of Trustees

\_\_\_\_\_  
Clerk of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

**BOARD AGENDA ITEM**

Name of Contributor: Robin Freeman

Date of Meeting: 12/9/15

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

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

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

SECTION C: CONSENT \_\_\_\_\_

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

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

SECTION F: BOARD POLICIES \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

  X  

\_\_\_\_\_

\_\_\_\_\_

1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Approval of Amendment #1 to Agreement #15-61 – Casa Pacifica School (Freeman/Sugden)**

At the Board meeting of August 5, 2015, the Board of Trustees approved Agreement #15-61 with Casa Pacifica, for Non-Public School services for student JE112705 for the 2015-2016 school year, in the amount not to exceed \$37,400.00.

The actual cost for services has exceeded the original amount and it is necessary to increase the amount of Agreement #15-61 by \$21,000.00 for a total cost of \$58,400.00 for 2015-2016. The increase is due to the addition of one-on-one Paraeducator Services at an hourly rate of \$21.00, for 1500 minutes per week (5 hrs. per day for 200 days), as per IEP dated September 24, 2015. The additional services will be provided through July 1, 2016; and include Extended School Year.

Student: JE112705

**FISCAL IMPACT:**

\$21,000.00 - Special Education Funds

**RECOMMENDATION:**

It is the recommendation of the Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Amendment #1 to Agreement #15-61 with Casa Pacifica School, NPS, in the amount not to exceed \$21,000.00.

**ADDITIONAL MATERIAL(S):**

**Attached:** Amendment #1, Casa Pacifica School (1 Page)  
Agreement #15-61, Casa Pacifica School (4 Pages)

**AMENDMENT #1 TO AGREEMENT #15-61 with  
CASA PACIFICA, NON-PUBLIC SCHOOL  
December 9, 2015**

At the Board meeting of August 5, 2015, the Board of Trustees approved Agreement #15-61 with Casa Pacifica, for Non-Public School services for student JE112705 for the 2015-2016 school year, in the amount not to exceed \$37,400.00.

The actual cost for services has exceeded the original amount and it is necessary to increase the amount of Agreement #15-61 by \$21,000.00 for a total cost of \$58,400.00 for 2015-2016. The increase is due to the addition of one-on-one Paraeducator Services at an hourly rate of \$21.00, for 1500 minutes per week (5 hrs. per day for 200 days), as per IEP dated September 24, 2015. The additional services will be provided through July 1, 2016; and include Extended School Year.

Student: JE112705

CASA PACIFICA, NON-PUBLIC SCHOOL, CAMARILLO, CA

By: \_\_\_\_\_  
Michael Redard, Chief Financial Officer

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

OXNARD SCHOOL DISTRICT

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

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



**OXNARD SCHOOL DISTRICT**  
1051 South "A" Street • Oxnard, California 93030 • 805/487-3918

**AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING**

**AGREEMENT #15-61**

THIS AGREEMENT, made and entered into this 5<sup>th</sup> day of August 2015, by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and the CASA PACIFICA SCHOOL, hereinafter referred to as the nonpublic, nonsectarian school.

**WITNESSETH:**

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

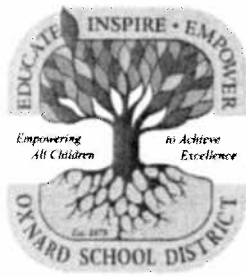
WHEREAS, the District has determined, through evaluation and individual educational plans, that the following pupils are in need of such services;

JE112705

**Student:** [REDACTED]

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

1. The nonpublic school will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement attached hereto and made a part hereof, and that the nonpublic, nonsectarian schools basic educational program and designated instruction and services shall be described in a written statement to be provided to the school district prior to the execution of this agreement.
2. Services shall be provided for the **2015-2016** school year at a daily rate of \$152 for 200 days, this includes 20 days of Extended School year through July 1, 2016; and a \$35 daily rate for round trip transportation services not to exceed **\$37,400.00.**
3. The nonpublic school shall keep attendance of each pupil daily and shall report attendance monthly to the school district. Such attendance records shall be kept in a California State school register and copies of such register shall be filed with monthly invoices to the district within thirty (30) days after the close of the school month. Separate attendance registers shall be submitted for all designated instruction and services.



## OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, California 93030 • 805/487-3918

AGREEMENT #15-61

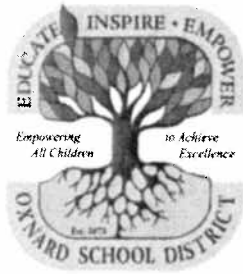
Page 2

4. The nonpublic school will notify the school district of any change in a pupil's placement and/or address within three (3) days after the nonpublic school is informed of such changes.
5. The nonpublic school will report within three (3) days to the school district if a pupil is removed from the school by the placement agency, parent or legal guardian, or if a pupil absents himself/herself from school without permission for more than five (5) consecutive school days. For the purposes of the contract, a parent is the natural or adoptive parent, legal guardian or surrogate parent appointed by the district of residence when the courts have removed the parents educational rights.
6. The nonpublic school shall notify the school district when a pupil is absent for five (5) consecutive school days because of illness. Notification will be in writing.
7. *The nonpublic school will not be paid for excused absences due to changes in the ADA laws. These absences shall count as non-instructional days and not compensated at the daily rate.*
8. The nonpublic school shall prepare and submit to the school district year-end reports and other data required for the annual review on or before April 15 of the current school year. Forms for year-end and other required reports shall be provided by the school district via the computerized special education support program (SESP).
9. In consideration of the services to be rendered by the nonpublic, nonsectarian school, the district agrees to payment as follows:

All cost for this service, including intake, testing, tuition, and elective not to exceed **\$37,400.00** for Student: XXXXXXXXXX

JE112705

10. While engaged in carrying out and complying with the terms of this agreement, the nonpublic, nonsectarian school is an independent contractor and not an officer, agent, or employee of the district. The independent contractor will obtain a criminal record summary from the Department of Justice or a Department of Justice approved agency on all employees or contracted service providers who potentially have contact with students. This clearance will be completed prior to the person(s) first day of employment. No individual who has been convicted of a violent or serious felony as listed in subdivision C. of Section 1192.7 of the California Penal Code will be employed in any capacity that potentially involves contact with students. Nor will any person be employed who has been convicted of, or entered a plea of nolo contendere to charges of any sex offense as defined in Education Code 44011.



## OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, California 93030 • 805/487-3918

AGREEMENT #15-61

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

12. During the entire term of this agreement and any extension or modification thereof, the nonpublic school shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned automobiles operated by nonpublic school for the purposes of this agreement, of at least \$1,000,000 for each person and \$1,000,000 for each accident or occurrence from all damages arising out of death, bodily injury, sickness, or disease from any one accident or occurrence, and \$3,000,000 for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. Not later than the effective date of this contract, the nonpublic school shall provide the District with satisfactory evidence of insurance, naming the District as additional insured, including a provision for a twenty (20) calendar day written notice to District before cancellation or material change, evidencing the above specified coverage. The Nonpublic school shall at its own cost and expense procure and maintain insurance under the Worker's Compensation Law of California. Said certificates shall specify that insurance shall not be canceled or changed in required limits unless the school district has been provided forty-five (45) days advance written notification of cancellation or change. The nonpublic, nonsectarian school shall also maintain Workers' Compensation Insurance coverage as required by law.

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

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



**OXNARD SCHOOL DISTRICT**  
1051 South "A" Street • Oxnard, California 93030 • 805/487-3918

AGREEMENT #15-61  
Page 4

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

8-7-15  
Date

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

7/17/15  
Date

Michael Redard  
Michael Redard, Chief Financial Officer  
Casa Pacifica School, Nonpublic, Nonsectarian School



**BOARD AGENDA ITEM**

**Name of Contributor:** Robin Freeman

**Date of Meeting:** 12/9/15

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

**Approval of Agreement #15-133 – Oxnard School District Education Foundation (Freeman/Ramirez)**

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The agreement formalizes the implementation of a program for music instruction in First Grade at Harrington Elementary School during 2015-2016 by the Oxnard School District Education Foundation (OSDEF). Services include 13 weeks of music lessons on Wednesdays in three (3) First grade classrooms.

Term of the agreement:   **December 10, 2015 to June 17, 2016**

**FISCAL IMPACT:**

\$1,560.00 – Site Allocated General Fund – LCFF

**RECOMMENDATION:**

It is the recommendation of the Principal, Harrington School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #15-133 with the Oxnard School District Education Foundation.

**ADDITIONAL MATERIAL(S):**

**Attached:**       Agreement #15-133, Oxnard School District Education Foundation (2 Pages)  
                      Certificate of Insurance (1 Page)

## MEMORANDUM OF UNDERSTANDING

Oxnard School District  
And  
Oxnard School District Education Foundation  
Agreement #15-133

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 First Grade at Harrington School in the Oxnard School District 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) 13 weeks of lessons taught in First Grade, b) Lessons will be provided on Wednesdays, 8:15AM – 12:15PM, c) Lessons will be conducted in three 60 minute class sessions for the classrooms of the following teachers: Mrs. Oropeza, Mrs. Miller, and Mrs. Fuentes.

All lessons will be delivered in class, with interactive lectures, with music and movement, rhythm instrument use, possible drum circles (using donated utility buckets), and other make shift instruments. Sessions would focus on the basic musical attributes of dynamics, tempo, rhythm, pitch, melody, harmony, improvisation, etc. in a completely age-appropriate and fun way.

Harrington Elementary is funding this activity through site funding up to the amount of \$1,560.00.

**TERM:** The term of this MOU shall commence December 10, 2015 through June 17, 2016.

### DESCRIPTION OF SERVICES:

**A. District agrees to:**

1. Fund contracted services for the period of this agreement in an amount not to exceed \$1,560.00, (13 weeks, 4 hours per week, \$30 per hour = \$1,560.00).
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 consultants.
6. Permit access to classrooms for OSDEF/OMAG members for the purpose of program
7. Space permitting, provide a space to store musical instruments & theatrical props at the school site.

**B. OSDEF agrees to:**

1. Purchase General Liability, Improper Sexual Conduct, and Workman’s Comp insurance at the required coverage levels, and provide OSD with a Certificate of Insurance, naming the Oxnard School District as “Additional Insured”. Maintain coverage throughout the term of this MOU.
2. Invoice the District on a monthly basis for contracted services, for the period of the agreement in an amount not to exceed \$1,560.00.
3. Be responsible for ensuring that consultants sent to the school sites have proper clearance to work with children as well as a cleared TB test.
4. Provide oversight and assessment of consultants.
5. Provide a curriculum of instruction.
6. Provide music equipment, for approximately 90 students, and the means of transporting the equipment.
7. Be responsible for lost or damaged musical instruments as a result of storage, transportation, or use of equipment.

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

**AUTHORIZED APPROVAL:**

**OXNARD SCHOOL DISTRICT  
EDUCATION FOUNDATION:**

**OXNARD SCHOOL DISTRICT:**

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

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

Susan (Sue) Odgers, President  
*Type Name/Title*

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

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

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



**BOARD AGENDA ITEM**

**Name of Contributor:** Robin Freeman

**Date of Meeting:** 12/9/15

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

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

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

**SECTION C: CONSENT**   X  

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

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

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

**Approval of Agreement #15-134 - Assistance League, Non-Public School, NPS  
(Freeman/Sugden)**

---

Requesting approval for Non Public School (NPS) services for PreK student ZG101811 for the 2015-2016 school year, including Extended School year. The Non Public School will provide a program of instruction which is consistent with the pupils' individual educational plan as specified in the individual service agreement.

PreK Student: ZG101811

**FISCAL IMPACT:**

Tuition PreK: \$785 monthly rate x 10 months = \$7,850.00  
(including Extended School Year; ESY)

**Grand Total: \$7,850.00** - Services to be paid with Special Education Funds.

**RECOMMENDATION:**

It is the recommendation of the Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #15-134 with Assistance League School, NPS.

**ADDITIONAL MATERIAL(S):**

**Attached:**      Agreement #15-134, Assistance League (3 pages)  
                    Certificate of Insurance (16 Pages)



# OXNARD SCHOOL DISTRICT

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

## AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

### AGREEMENT #15-134

THIS AGREEMENT, made and entered into this 9<sup>th</sup> day of December 2015 by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and the ASSISTANCE LEAGUE SCHOOL, hereinafter referred to as the nonpublic, nonsectarian school.

#### WITNESSETH:

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

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

Grade: Pre-K, Student: **ZG101811**

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

1. The nonpublic school will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement attached hereto and made a part hereof, and that the nonpublic, nonsectarian schools basic educational program and designated instruction and services shall be described in a written statement to be provided to the school district prior to the execution of this agreement.
2. The services shall be provided for the **2015-2016** school year at a cost of \$785 per month for 10 months, beginning September 2015, including Extended School Year (ESY) through July 2016; amount not to exceed **\$7,850.00.**
3. The nonpublic school shall keep attendance of each pupil daily and shall report attendance monthly to the school district. Such attendance records shall be kept in a California State school register and copies of such register shall be filed with monthly invoices to the district within thirty (30) days after the close of the school month. Separate attendance registers shall be submitted for all designated instruction and services.
4. The nonpublic school will notify the school district of any change in a pupil's placement and/or address within three (3) days after the nonpublic school is informed of such changes.
5. The nonpublic school will report within three (3) days to the school district if a pupil is removed from the school by the placement agency, parent or legal guardian, or if a pupil absents himself/herself from school without permission for more than five (5) consecutive school days. For the purposes of the contract, a parent is the natural or adoptive parent, legal guardian or surrogate parent appointed by the district of residence when the courts have removed the parents educational rights.

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

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

8. The nonpublic school shall prepare and submit to the school district trimester progress reports, incident reports within 24 hours, year-end reports and other data required for the annual review on or before April 15 of the current school year. Forms for year-end and other required reports shall be provided by the school district via the computerized special education support program (SESP).

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

All cost for this service, including intake, testing, tuition, and elective shall not exceed **\$7,850.00** for student **ZG101811**.

10. While engaged in carrying out and complying with the terms of this agreement, the nonpublic, nonsectarian school is an independent contractor and not an officer, agent, or employee of the district. The independent contractor will obtain a criminal record summary from the Department of Justice or a Department of Justice approved agency on all employees or contracted service providers who potentially have contact with students. This clearance will be completed prior to the person(s) first day of employment. No individual who has been convicted of a violent or serious felony as listed in subdivision C. of Section 1192.7 of the California Penal Code will be employed in any capacity that potentially involves contact with students. Nor will any person be employed who has been convicted of, or entered a plea of nolo contendere to charges of any sex offense as defined in Education Code 44011.

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

12. During the entire term of this agreement and any extension or modification thereof, the nonpublic school shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned automobiles operated by nonpublic school for the purposes of this agreement, of at least \$1,000,000 for each person and \$1,000,000 for each accident or occurrence from all damages arising out of death, bodily injury, sickness, or disease from any one accident or occurrence, and \$3,000,000 for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. Not later than the effective date of this contract, the nonpublic school shall provide the District with satisfactory evidence of insurance, naming the District as additional insured, including a provision for a twenty (20) calendar day written notice to District before cancellation or material change, evidencing the above specified coverage. The Nonpublic school shall at its own cost and expense procure and maintain insurance under the Worker's Compensation Law of California. Said certificates shall specify that insurance shall not be canceled or changed in required limits unless the school district has been provided forty-five (45) days advance written notification of cancellation or change.

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

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

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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







Administrative Offices  
301 E 4th Street  
Cincinnati OH 45202-4201  
513 369 5000 ph

**CG 82 82**  
(Ed. 12 09)

**Policy No.** PAC 033-30-04 - 03

**ABUSE OR MOLESTATION COVERAGE FORM  
DECLARATIONS PAGE**

<b>NAMED INSURED:</b> ASSISTANCE LEAGUE OF VENTURA COUNTY	<b>POLICY PERIOD:</b> 08/02/2014 to 08/02/2015
---	---

**LIMITS OF INSURANCE:**

Aggregate Limit \$ 2,000,000 Each Abuse Limit \$ 1,000,000

**DESCRIPTION OF BUSINESS:**

Form of Business CORPORATION

**READ YOUR POLICY CAREFULLY, OPTIONAL COVERAGES ARE PROVIDED BY PREMIUM INSERTION.**

	<b>Premium</b>
Abuse or Molestation Coverage	\$ 293

**TOTAL ADVANCE PREMIUM** \$ 293

Premium shown is payable: \$ at inception;

**FORMS AND ENDORSEMENTS** Applicable to this Coverage Part and made part of this Policy at time of issue are listed on the attached Forms and Endorsements Schedule CG 88 01 (11/85).



Administrative Offices  
301 E 4th Street  
Cincinnati, OH 45202-4201  
513 369 5000 ph

**CG 82 24**  
(Ed. 12 01)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SOCIAL SERVICE AGENCY GENERAL LIABILITY BROADENING ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

1. The following provision is added to **SECTION II - WHO IS AN INSURED**

**5. AUTOMATIC ADDITIONAL INSURED(S)**

**a. Additional Insured - Manager or Lessor of Premises**

(1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) from whom you lease or rent property and which requires you to add such person or organization as an Additional Insured on this policy under:

- (a) a written contract; or
- (b) an oral agreement or contract where a Certificate of Insurance showing that person or organization as an Additional Insured has been issued;

but the written or oral contract or agreement must be an "insured contract," and,

- (i) currently in effect or become effective during the term of this policy; and
- (ii) executed prior to the "bodily injury," "property damage," "personal and advertising injury."

(2) With respect to the insurance afforded the Additional Insured identified in Paragraph **A.(1)** of this endorsement, the following additional provisions apply:

- (a) This insurance applies only to liability arising out of the ownership, maintenance or use of that portion of the premises leased to you.
- (b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all the terms, conditions, and exclusions for this policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
- (c) In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.
- (d) Coverage provided herein is excess over any other valid and collectible insurance available to the Additional Insured whether the other insurance is primary, excess,

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contingent or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

tomarily provided by the policy forms specified in and required by the contract.

(3) This insurance does not apply to:

- (a) Any "occurrence" or offense which takes place after you cease to be a tenant in that premises.
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of the "Additional Insured."

(c) In no event shall the coverages of Limits of Insurance in this Coverage Form be increased by such contract.

**b. Additional Insured - Funding Sources**

(1) This policy is amended to include as an Insured any Funding Source which requires you in a written contract to name the Funding Source (hereinafter called Additional Insured) as an Insured but only with respect to liability arising out of your premises, "your work" for such Additional Insured, or acts or omissions of such Additional Insured in connection with the general supervision of "your work" and only to the extent set forth as follows:

- (a) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all the terms, conditions, and exclusions for this policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
- (b) The coverage provided to the Additional Insured(s) is not greater than that cus-

**c. Additional Insured - Contractual Obligations**

(1) This policy is amended to include as an Insured any person or organization (hereinafter called Additional Insured) that you are required by a written "insured contract" to include as an Insured, subject to all of the following provisions:

- (a) Coverage is limited to liability arising out of:
  - (i) your ongoing operations performed for such Additional Insured; or
  - (ii) that Insured's financial control of you; or
  - (iii) the maintenance, operation or use by you of equipment leased to you by such Additional Insured; or
  - (iv) a state or political subdivision permit issued to you.
- (b) Coverage does not apply to any "occurrence" or offense:
  - (i) which took place before the execution of, or subsequent to the completion or expiration of, the written "insured contract", or
  - (ii) which takes place after you cease to be a tenant in that premises.

(c) With respect to architects, engineers, or surveyors, coverage does not apply to "Bodily Injury," "Property Damage," "Personal and Advertising Injury" arising out of the rendering or the failure to render any professional services by or for you including:

- (i) the preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
- (ii) supervisory, inspection, or engineering services.

If an Additional Insured endorsement is attached to this policy and specifically names a person or organization as an Insured, then the coverage in **Section II - WHO IS AN INSURED 5. Automatic Additional Insured(s)** does not apply to that person or organization.

**2. BLANKET WAIVER OF SUBROGATION**

**SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Item 8. is replaced with:

**8. Transfer of Rights of Recovery Against Others to us and Blanket Waiver of Subrogation**

- a. If an Insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The Insured must do nothing after loss to impair them. At our request, the Insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. If required by a written "insured contract", we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your

work" done under a contract for that person or organization and included in the "products-completed operations hazard."

**3. NON-OWNED OR CHARTERED WATERCRAFT**

**Section I - Coverages, Coverage A**, Item 2.g.(2) is replaced with:

- (2) A watercraft you do not own that is:
  - (a) less than 51 feet long; and
  - (b) not being used to carry persons or property for a charge.

**4. BROADENED PERSONAL AND ADVERTISING INJURY**

Unless "Personal and Advertising Injury" is excluded from this policy:

**SECTION V - DEFINITIONS** Item 14. is replaced by:

- 14. "Personal and Advertising Injury" means injury, including consequential "bodily injury," arising out of one or more of the following offenses:
  - a. false arrest, detention or imprisonment;
  - b. malicious prosecution;
  - c. the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
  - d. oral, written, televised, videotaped, or electronic publication of material, in any manner, that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - e. oral, written, televised, videotaped, or electronic publication of material, in any manner, that violates a person's right of privacy; or

- f. mental injury, mental anguish, humiliation, or shock, if directly resulting from Items **14.a.** through **14.e.**
- g. the use of another's advertising idea in your "advertisement"; or
- h. infringing upon another's copyright, trade dress or slogan in your "advertisement."

**5. MENTAL INJURY, MENTAL ANGUISH, HUMILIATION, OR SHOCK INCLUDED IN BODILY INJURY DEFINITION**

**Section V - Definitions**, Item **3.** is replaced with:

- 3.** "Bodily injury" means physical injury, sickness, or disease, including death of a person. "Bodily injury" also means mental injury, mental anguish, humiliation, or shock if directly resulting from physical injury, sickness, or disease to that person.

**6. MEDICAL PAYMENTS**

- A.** The Medical Expense Limit in Paragraph **7.** of **SECTION III - LIMITS OF INSURANCE** is replaced by the following Medical Expense Limit.

The Medical Expense Limit provided by this policy shall be the greater of:

- a. \$10,000; or
- b. The amount shown in the Declarations for Medical Expense Limit.

- B.** This provision **7.** is subject to all the terms of **SECTION III - LIMITS OF INSURANCE.**

- C.** This provision **7.** does not apply if **COVERAGE C. MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

**7. DAMAGE TO PREMISES RENTED TO YOU LIMIT**

- A. SECTION III - LIMITS OF INSURANCE**, Item **6.** is replaced with:

Subject to **5.** above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to your building, or to personal property of others in your care, custody and control while at premises rented to you or temporarily occupied by you with permission of the owner, arising out of any one fire.

The Damage to Premises Rented To You Limit is replaced by the following Damage to Premises Rented To You Limit.

The Damage to Premises Rented To You Limit is the greater of:

- (1) \$300,000; or
- (2) the amount shown in the Declarations for Damage to Premises Rented to You Limit.

- B.** This provision is subject to all the terms of **SECTION III - LIMITS OF INSURANCE.**

- C.** This provision **5.** does not apply if Damage to Premises Rent to You Liability of **COVERAGE A (SECTION I)** is excluded either by the provisions of the Coverage Part or by endorsement.

**8. SUPPLEMENTARY PAYMENTS**

- A.** In the **SUPPLEMENTARY PAYMENTS - COVERAGES A and B** provision, Item **1.b.**, and **1.d** are replaced with:

- 1.b.** Up to \$500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- 1.d.** All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$500 a day because of time off work.

This endorsement does not change any other provision of the policy.



Administrative Offices  
301 E 4th Street  
Cincinnati, OH 45202-4201  
513 369 5000 ph

CG 85 65 (Ed. 01 12)

## ABUSE OR MOLESTATION COVERAGE FORM

Various provisions in this Coverage Form restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Form the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a named insured under this Coverage Form. The words "we," "us" and "our" refer to the Company providing this insurance.

The word "**Insured**" means any person or organization qualifying as such under **SECTION III - WHO IS AN INSURED** of this Coverage Form.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VI - DEFINITIONS** of this Coverage Form.

### SECTION I - ABUSE OR MOLESTATION COVERAGE

#### 1. Insuring Agreement

- a. We will pay those sums the Insured becomes legally obligated to pay as "damages" because of "abuse" to which this insurance applies.

We will have the right and duty to defend the Insured against any "suit" seeking those "damages." However, we will have no duty to defend the Insured against any claim or "suit" seeking "damages" because of "abuse" to which this insurance does not apply. We may, at our discretion, investigate any actual, threatened, or alleged "abuse" and settle any claim or "suit" that may result. But:

- (1) the amount we will pay for "damages" is limited as described in **SECTION IV - LIMITS OF INSURANCE** of this Coverage Form; and
- (2) our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments, or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under this Coverage Form.

- b. This insurance applies to "abuse" only if:

- (1) the "abuse" takes place in the "coverage territory";
- (2) the "abuse" takes place during the policy period; and
- (3) prior to the policy period, no insured knew the "abuse" had occurred, in whole or in part. If any insured knew, prior to the policy period, that the "abuse" had occurred, in whole or in part, then any continuation, change, or resumption of such "abuse" during or after the policy period will be deemed to have been known prior to the policy period.

- c. Any "abuse" that occurs during the policy period and was not, prior to the policy period, known by any insured to have occurred, includes any continuation, change, or resumption of that "abuse" after the end of the policy period.
- d. Any "abuse" will be deemed to have been known to have occurred at the earliest time when any insured:

- (1) reports all, or any part, of the "abuse" to us or any other insurer;

- (2) receives a written or oral demand or claim for "damages" because of the "abuse"; or
- (3) becomes aware by any other means that the "abuse" has occurred or begun to occur.

Regardless of the number of acts or omissions constituting "abuse," the period of time over which such acts or omissions occur, or the number of persons performing, participating in, or subject to such acts or omissions, all injury arising out of all "abuse" by one person, or by any two or more persons acting together or in concert, is deemed one and the same "abuse," subject to one and the same Limit of Liability.

## 2. Exclusions

This insurance does not apply to any:

- a. "Damages" because of any injury, loss, harm, cost, or expense, expected or intended from the standpoint of the Insured.
- b. "Damages" because of any liability arising out of any criminal or fraudulent act committed by or at the direction of the Insured.
- c. Administrative hearing, investigation, licensure proceeding, enforcement proceeding, or any similar proceeding by any federal, state, or local governmental, administrative, or regulatory agency.
- d. "Damages" because of any:
  - (1) Liability assumed by any insured under any contract or agreement.
  - (2) Insured's failure to perform or comply with any duty or requirement under a contract, express or implied warranty, or agreement.

This exclusion does not apply to liability that the Insured would have in the absence of the contract or agreement.

- e. "Damages" because of any liability by reason of:
  - (1) causing or contributing to the intoxication of any person;

- (2) furnishing alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) any statute, ordinance, or regulation relating to the sale, gift, distribution, or use of alcoholic beverages.

f. Obligation of any insured under a workers' compensation, disability benefits, or unemployment compensation law, or any similar law.

g. "Damages" because of any liability to:

- (1) Any person, arising out of any:
  - (a) refusal to employ that person;
  - (b) termination of that person's employment; or
  - (c) employment-related practices, policies, acts, or omissions, including but not limited to coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, or discrimination directed at that person; or
- (2) The spouse, child, parent, brother, or sister of that person as a consequence of any employment-related practice described in (1)(a), (1)(b), or (1)(c).

This exclusion applies:

- (i) whether the Insured may be liable as an employer or in any other capacity; and
- (ii) to any obligation to share "damages" with or repay someone else who must pay "damages" to the "employee" or to the "employee's" spouse, child, parent, brother, or sister.

h. "Damages" because of any liability to:

- (1) Any "employee" of the Insured arising out of and in the course of that "employee's":
  - (a) employment by the Insured; or



(b) performing duties related to the conduct of the Insured's business; or

(2) The spouse, child, parent, brother, or sister of that "employee" as a consequence of paragraphs (1)(a) or (1)(b).

This exclusion applies:

(i) whether the Insured may be liable as an employer or in any other capacity; and

(ii) to any obligation to share "damages" with or repay someone else who must pay "damages" to the "employee" or to the "employee's" spouse, child, parent, brother, or sister.

i. "Damages" because of any liability of any insured to any other insured. This exclusion does not apply to "damages" for harm to one of your "volunteer workers."

j. "Damages" because of any liability arising out of any employee benefit plan or self-insured fund, or for any amount due under any fringe benefit or retirement program.

k. "Damages" because of any liability under the Employment Retirement Income Security Act of 1974 (as amended) or any similar federal or state law.

l. "Damages" because of any insured's hiring, employment, or retention in employment, of any person with a prior history of committing "abuse," if any insured knew of that history either before, or at any time during, the policy period.

m. "Damages" arising out of any insured's knowing:

(1) concealment of,

(2) failure to report, or

(3) failure to comply with any applicable federal, state, or local law, ordinance, or regulation, requiring the reporting of,

any "abuse."

n. "Damages" because of any:

(1) Liability arising in whole or in part from the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, escape, or presence of, or exposure to, any "pollutant," from any source, at any location, at any time.

(2) Loss, cost, or expense which would not have occurred in whole or in part but for any:

(a) request, demand, or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, abate, or neutralize, or in any way respond to or assess the effects of, any "pollutant"; or

(b) claim or "suit" by or on behalf of any federal, state, or local governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, abating, or neutralizing, or in any way responding to or assessing the effects of, any "pollutant."

o. "Damages" because of any:

(1) Liability arising in whole or in part from the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, escape, inhalation, absorption, ingestion, or presence of, or exposure to, lead in any form, from any source, in any location, at any time.

(2) Loss, cost, or expense which would not have occurred in whole or in part but for any:

(a) request, demand, or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, abate, or neutralize, or in any way respond to or assess the effects of, lead in any form, from any source, or

(b) claim or "suit" by or on behalf of any federal, state, or local governmental authority because of testing for, monitoring, cleaning

up, removing, containing, treating, detoxifying, abating, or neutralizing, or in any way responding to or assessing the effects of, lead in any form, from any source.

**p. "Damages" because of any:**

**(1)** Liability arising in whole or in part from the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, escape, inhalation, absorption, ingestion, or presence of, or exposure to, asbestos in any form, from any source, in any location, at any time.

**(2)** Loss, cost, or expense which would not have occurred in whole or in part but for any:

**(a)** request, demand, or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, abate, or neutralize, or in any way respond to or assess the effects of, asbestos in any form, from any source, or

**(b)** claim or suit by or on behalf of any federal, state, or local governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, abating, or neutralizing, or in any way responding to or assessing the effects of, asbestos in any form, from any source.

**q. "Damages" because of any:**

**(1)** liability arising in whole or in part from the actual, alleged, or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material, or product contributed concurrently or in any sequence to such injury or damage; or

**(2)** loss, cost, or expense which would not have occurred in whole or part but for any:

**(a)** request, demand, or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, abate, or neutralize, or in any way respond to or assess the effects of, "fungi" or bacteria in any form, from any source, or

**(b)** claim or suit by or on behalf of any federal, state, or local governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, abating, or neutralizing, or in any way responding to or assessing the effects of, any "fungi" or bacteria, in any form, from any source.

This exclusion does not apply to any "fungi" or bacteria that are intended to be, be on, or be contained in, a good or product intended for human consumption as food.

**r. "Damages" because of any liability arising out of the ownership, maintenance, use, or entrustment to others of any aircraft, "auto," or watercraft, whether or not owned or operated by, or rented or loaned to, any insured. Use includes operation and loading or unloading.**

This exclusion applies even if the claim or "suit" against any insured alleges negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by that Insured, if the liability arises from the ownership, maintenance, use, or entrustment to others of any aircraft, "auto," or watercraft, whether or not owned or operated by, or rented or loaned to, any insured.

**s. "Damages" because of any insured's liability to any:**

**(1)** company, corporation, or other organization, or

- (2) shareholder, owner, or creditor of any company, corporation, or other organization,

of which that Insured is a director or officer, if such liability arises directly or indirectly out of any act, error, or omission by that Insured, committed in that Insured's capacity as a director or officer of that company, corporation, or other organization. This exclusion applies regardless of whether or not the act, error, or omission was performed by or on behalf of the Named Insured.

- t. "Damages" because of any liability arising directly or indirectly out of:

- (1) service by any insured for or as a member of any board or committee of any organization other than the Named Insured. This includes, but is not limited to, any board or committee relating to peer review, credentialing, quality assurance, utilization review, professional discipline, risk management, patient or client grievances, staff grievances, or professional education; or

- (2) the activities of any insured as a proprietor, superintendent, officer, director, shareholder, manager, or employee of any organization other than the Named Insured; or

- (3) any insured's capacity as a fiduciary, trustee, legal representative, guardian, banker, creditor, tax preparer, or lender.

- u. "Damages" because of any liability arising out of any failure to integrate, segregate, or desegregate:

- (1) enrollment;

- (2) participation in educational or non-educational activities;

- (3) busing or other transportation; or

- (4) the provision or receipt of any service, accommodation, or benefit;

on the basis of race, religion, sex, age, ethnic background, national origin, physical or mental disability, sexual orientation, or any other basis prohibited by applicable law.

- v. "Damages" because of any liability arising out of any discrimination, or failure to discriminate, on account of race, religion, sex, age, ethnic background, national origin, physical or mental disability, or sexual orientation, or arising out of any actual, threatened, or alleged violation of any local, state, or federal civil rights law, regulation, or ordinance.

- w. Civil or criminal fine or penalty, and any loss, cost, or expense paid or incurred in defending against any such fine or penalty.

- x. "Damages" arising out of the following professional services: legal, accounting, financial, appraisal, architectural, or engineering services.

## SECTION II - SUPPLEMENTARY PAYMENTS

We will pay, with respect to any claim we investigate or settle, or any "suit" we defend or settle:

1. All expenses we incur.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. We do not have to furnish these bonds.
3. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$250 a day because of time off from work.
4. All court costs taxed against the Insured in the "suit." However, these payments do not include attorneys' fees or attorneys' expenses taxed against the Insured.
5. Prejudgment interest awarded against the Insured on that part of a judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.

6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance.

These payments will not reduce the Limits of Insurance.

### SECTION III - WHO IS AN INSURED

1. Subject to 4., below, if you are designated in the Declarations as:
- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
  - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
  - d. An organization other than a partnership, joint venture, or limited liability company, you are an insured. Your "executive officers," board members and directors are also insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as your stockholders.
  - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Subject to 4., below, each of the following is also an insured:
- a. If you are a religious or educational institution:
    - (1) your elders, deacons, vestrymen, councilmen, clergy, and teachers;
- (2) members of your Board of Trustees, Board of Governors, or other governing body created by your charter, constitution, by-laws, or other similar governing document, but only while acting within the scope of their duties as such; and
- (3) any subsidiary organization that is controlled by the Named Insured. A subsidiary organization is controlled by the Named Insured if the Named Insured owns a majority of the voting shares of that organization.
3. Subject to 4., below, your "employees," other than those already described in 1. or 2., above, are also insureds, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. Your "volunteer workers" are insureds, but only while performing duties related to the conduct of your business with your knowledge and consent.
4. However:
- a. No "employee," "volunteer worker," director, "executive officer," officer, or other person is an insured for any liability:
    - (1) to you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to any of your directors, "executive officers," officers, "employees," or "volunteer workers";
    - (2) to the spouse, child, parent, brother, sister, or next of kin of any person in connection with or as a consequence of 4.a.(1); or
    - (3) for which there is any obligation to share damages with or repay someone else who must pay damages, as a consequence of 4.a.(1) or (2).
  - b. No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, religious or educational institution, or other organization that is not shown as a named insured in the Declarations.

c. If we designate a person, an organization, or a class of persons or organizations, as an additional insured under this Coverage Form, then that designation does not include any "employee," "volunteer worker," "executive officer," officer, director, agent, representative, subsidiary, or affiliate of that additional insured. No such "employee," "volunteer worker," "executive officer," officer, director, agent, representative, subsidiary, or affiliate of an additional insured is an insured under this Coverage Form unless expressly designated as an insured in an endorsement we issue.

d. No person or organization is an insured as respects any "abuse" that person or organization is proved to have knowingly:

- (1) committed, participated in, aided, assisted;
- (2) concealed; or
- (3) attempted to do (1) or (2).

For purposes of this provision, a person or organization is proved to have knowingly committed conduct described in d.(1), (2), or (3) if that person or organization:

- (a) admits to having done so; or
- (b) is found to have done so by a final judgment in a criminal or civil proceeding, including but not limited to a "suit" to which this insurance applies.

Upon the happening of either (a) or (b), that person or organization is not an insured, even if that person or organization was an insured before the happening of (a) or (b). An unproven allegation made in a claim or "suit" is not, by itself, sufficient to prove that a person or organization knowingly committed conduct described in d.(1), (2), or (3).

**SECTION IV - LIMITS OF INSURANCE**

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. insureds;

b. claims made or "suits" brought;

c. persons or organizations making claims or bringing "suits"; or

d. coverage parts or insuring agreements in this Policy

2. The Aggregate Limit shown in the Abuse or Molestation Coverage Part Declarations is the most we will pay for the sum of all "damages" under this Abuse or Molestation Coverage Part.

3. Subject to 2., the Each Abuse Limit is the most we will pay for the sum of all "damages" because of all injury arising out of all "abuse" by any one person or organization, or by any two or more persons or organizations acting together or in concert, regardless of the number of insureds, claims, "suits," or claimants.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

**SECTION V - CONDITIONS**

**1. Bankruptcy**

Bankruptcy or insolvency of the Insured or of the Insured's estate will not relieve us of our obligations under this Coverage Part.

**2. Duties in the Event of Abuse, Claim or Suit**

a. You must see to it that we are notified as soon as practicable of any actual, threatened, or alleged "abuse" which may result in a claim or "suit." To the extent possible, notice should include:

- (1) how, when, and where the "abuse" took place;
- (2) the names and addresses of injured persons and witnesses; and

(3) the nature and location of any injury or damage.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) immediately record the specifics of the claim or "suit" and the date received; and

(2) notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) immediately send us copies of any demands, notices, summonses, or legal papers in connection with the claim or "suit";

(2) authorize us to obtain records and other information;

(3) cooperate with us in the investigation, settlement, or defense of the claim or "suit"; and

(4) assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the Insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that Insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

### 3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. to join us as a party or otherwise bring us into a "suit" asking for "damages" from an insured; or

b. to sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not

be liable for "damages" that are not payable under the terms of this Coverage Part or that are in excess of the applicable Limits of Insurance. An agreed settlement means a settlement and release of liability signed by us, the Insured and the claimant or the claimant's legal representative.

### 4. Other Insurance

a. If other insurance is available to the Insured for a loss we cover under this Abuse or Molestation Coverage Part, our obligations are limited as follows:

(1) This insurance applies only in excess of, and does not contribute with, the sum of the applicable limits of any and all such other insurance, whether that other insurance:

(a) is valid or not;

(b) is collectible or not; or

(c) describes itself as primary, excess, contingent, contributing, or otherwise.

However, this provision a.(1) does not apply to other insurance that is issued expressly to apply only in excess of the applicable Limit of Insurance of this insurance.

b. If any insurer affording such other insurance refuses to defend the Insured under that other insurance, we will defend the Insured as though that other insurance were not available. If we defend, we are subrogated to all of the Insured's rights under such other insurance. The Insured must do all things necessary to help us enforce such rights.

c. If the Coordination of Limits Endorsement is attached to this **Abuse or Molestation Coverage Form**, and both:

(1) this **Abuse or Molestation Coverage Form**; and

(2) any other coverage form, coverage part, or policy issued by us, or by a company affiliated with us,

apply, in whole or in part, to the same claim, "suit," "abuse," or "damages," then this **Abuse or Molestation Coverage Form** and all such other coverage forms, coverage parts, or policies described in (2) are all subject to the Coordination of Limits Endorsement.

## 5. Representations

By accepting this Policy, you agree:

- a. the statements in the Abuse and Molestation Application are accurate and complete;
- b. those statements are representations you made to us; and
- c. we have issued this Policy in reliance upon your representations.

## 6. Separation of Insureds

Except with respect to the Limit of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. as if each named insured were the only Named Insured; and
- b. separately to each insured against whom claim is made or "suit" is brought.

## 7. Transfer of Rights of Recovery Against Others to Us

If the Insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The Insured must do nothing after loss to impair them. At our request, the Insured will bring "suit" or transfer those rights to us and help us enforce them.

## 8. When We Do not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If such notice is mailed, proof of mailing will be sufficient proof of notice.

## SECTION VI - DEFINITIONS

### 1. "Abuse" means:

- a. any actual, threatened, or alleged act, error, omission, conduct, or misconduct, that a claim or "suit" alleges to be, or to constitute, any form of abuse (including, but not limited to, elder abuse, child abuse, patient abuse, or abuse of a dependent person) under any applicable state or federal statute or regulation; and
- b. any actual, threatened, or alleged act, error, omission, conduct, or misconduct, of one or more of the following kinds:

(1) sexual behavior, sexual conduct or misconduct, sexual assault, sexual battery, sexual abuse, or sexual molestation, of or directed at a person;

(2) non-sexual assault, non-sexual battery, or non-sexual abuse, of or directed at a person; and

(3) any:

(i) employment;

(ii) investigation;

(iii) supervision;

(iv) reporting to proper authorities, or failure to so report; or

(v) retention in employment;

of any person committing conduct or misconduct described in **b.(1)** or **b.(2)**; or

(vi) referral of a patient, student, parishioner, client, or person, to any other person whose conduct or misconduct is described in **a.**, **b.(1)**, or **b.(2)**.

Conduct or misconduct described in **b.(1)** through **b.(3)** constitutes "abuse" within the meaning of this definition regardless of whether or not it is alleged to be neg-

ligent, reckless, knowing, intentional, fraudulent, oppressive, malicious, or otherwise.

2. **"Auto"** means a land motor vehicle, mobile equipment, trailer, or semi trailer, including any attached or towed machinery or equipment.
3. **"Coverage territory"** means:
  - a. the United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. international waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in paragraph a. above.
  - c. all parts of the world if:
    - (1) the injury or damages arise out of the activities of a person whose home is in the territory described in paragraph a. above, but is away for a short time on your business; and
    - (2) the Insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in paragraph a. above or in a settlement we agree to.
4. **"Damages"** means money damages awarded to compensate for harm, except those as to which applicable law prohibits liability insurance. "Damages" does not include the cost of complying with injunctive relief, declaratory relief, or other equitable actions; fines, penalties, punitive damages, exemplary damages, or any multiplied or enhanced damages; fees, deposits, or commissions; charges for goods or services, or the return, disgorgement, or reimbursement of such charges; or awards of attorneys' fees, attorneys' expenses, or other costs of making a claim or bringing a "suit."
5. **"Employee"** includes a "leased worker." "Employee" does not include a "temporary worker."
6. **"Executive officer"** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
7. **"Fungi"** means any type or form of fungus, including mold or mildew and any mycotoxin, spore, scent, or byproduct produced or released by any fungus or by the death or decay of any fungus.
8. **"Leased worker"** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker."
9. **"Pollutant"** means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned, or reclaimed.
10. **"Suit"** means a civil proceeding in which "damages" to which this coverage applies are alleged. "Suit" includes:
  - a. an arbitration proceeding in which such "damages" are claimed and to which you must submit or do submit with our consent; or
  - b. any other alternative dispute resolution proceeding in which such "damages" are claimed and to which you must submit or do submit with our consent.

**"Suit"** does not include any administrative hearing, investigation, licensure proceeding, enforcement proceeding, or any similar proceeding by any federal, state, or local governmental, administrative, or regulatory agency.
11. **"Temporary worker"** means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
12. **"Volunteer worker"** means a person who is not your "employee" and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary, or other compensation by you or anyone else for their work performed for you.



**BOARD AGENDA ITEM**

**Name of Contributor:** Robin Freeman

**Date of Meeting:** 12/9/15

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

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

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

**SECTION C: CONSENT**   X  

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

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

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

**Approval of Agreement/MOU #15-136 – Ventura County Arts Council (Freeman/Thomas)**

This program provides arts education directly to students in their classrooms. This is part of the model of enrichment which Harrington, Marina West, Marshall, and Sierra Linda are trying to incorporate into their educational program.

**FISCAL IMPACT:**

Harrington – not to exceed \$1,500.00 – Site Unrestricted LCFF

Marina West – not to exceed \$14,000.00 – Site Unrestricted LCFF

Marshall – not to exceed \$3,500.00 – Site Unrestricted LCFF

Sierra Linda – not to exceed \$4,000.00 – Site Unrestricted LCFF

**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 #15-136 with Ventura County Arts Council.

**ADDITIONAL MATERIALS:**

**Attached:**      Agreement/MOU #15-136, Ventura County Arts Council (1 Page)



Ventura County Arts Council  
 646 County Square Drive, Suite 154, Ventura, CA 93003-0436  
 (805) 658-2213 (805) 658-2281  
 vcartspacbell.net www.vcartscouncil.org

**MEMORANDUM OF UNDERSTANDING #15-136 BETWEEN  
 VENTURA COUNTY ARTS COUNCIL AND OXNARD SCHOOL DISTRICT**

This Memorandum of Understanding (MOU) is entered into by the **VENTURA COUNTY ARTS COUNCIL (VCAC)** and **OXNARD SCHOOL DISTRICT (OSD)** to facilitate the Artists in the Classrooms Program in Oxnard elementary and middle schools. The MOU sets forth the respective roles and responsibilities each bring to the program.

**VCAC will:**

1. Be the fiscal receiver of fees from the **OSD** for Artist in the Classroom residencies for 8 week sessions at \$500 each for the following schools:  
     Harrington – not to exceed \$1,500 (3 x \$500 = \$1,500)  
     Marina West – not to exceed \$14,000 (28 x \$500 = \$14,000)  
     Marshall – not to exceed \$3,500 (7 x \$500 = \$3,500)  
     Sierra Linda – not to exceed \$4,000 (8 x \$500 = \$4,000)
2. Disperse fees received by **VCAC** from **OSD** designated to pay the stipends to the Independent Contracted Artist/Instructors who submit a **VCAC** Invoice signed off by the **OSD** classroom teacher who requested the residency.
3. Name **OSD** as additional insured (in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate) through June 30, 2016.

**OSD will:**

1. Be solely responsible for making all arrangements with the Independent Contracted Artist/Instructors, including but not limited to, specified times and dates for the residency, provide a location for the residency, and approve the subject matter for the residency.
2. **OSD** Classroom teachers will be solely responsible for completing an invoice for each residency that is then submitted to **VCAC** to be paid from the fees received by **VCAC** from **OSD**.
3. Keep on file current liability insurance certificates verifying insurance compliance from all participating artist/instructors naming **OSD** as additional insured.
4. Name **VCAC** additional insured (in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate) through June 30, 2016.

This MOU is for Artists in the Classroom Residencies from December 10, 2015 to June 30, 2016, and may be extended by mutual agreement of both parties to the MOU.

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

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

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Margaret Travers, Executive Director, VCAC

\_\_\_\_\_  
 Date

**BOARD AGENDA ITEM**

**Name of Contributor:** Robin Freeman

**Date of Meeting:** 12/9/15

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

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

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

**SECTION C: CONSENT**   X  

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

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

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

**Approval of Agreement #15-160 – Sherman Garnett & Associates (Freeman/Ridge)**

Sherman Garnett & Associates will provide professional training services to school Site Administrators in the area of Student Discipline, and also Attendance Technicians in the area of Student Records on December 14 &15, 2015.

**FISCAL IMPACT:**

Total cost not to exceed \$2,900.00 – Title II Funds

**RECOMMENDATION:**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #15-160 with Sherman Garnett & Associates in the amount not to exceed \$2,900.00.

**ADDITIONAL MATERIAL(S):**

**Attached:**      Agreement #15-160, Sherman Garnett & Associates (2 Pages)  
                    Certificate of Insurance (2 Pages)



Sherman Garnett & Associates  
1747 N. Coolcrest Avenue  
Upland, CA 91784  
Tax ID # 46-279-2164  
Phone: (909) 223-5561 FAX: (909) 946-8066

### **Agreement for Consultant Services**

The following is an Agreement by and between Oxnard SD and Sherman Garnett & Associates.

### **RECITALS**

- A. The District requires the services of a professional Trainer in the areas of Student Records and Student Discipline
- B. Sherman Garnett & Associates, is available, and offers to provide services necessary to accomplish the work within the required time.

### **AGREEMENT**

NOW THEREFORE, pursuant to the following terms and conditions and District and Trainer, Sherman Garnett & Associates, hereby agree as follows:

- A. TERM of this agreement shall commence on the morning of Monday, December 14, 2015 and end at 12 PM on Tuesday, December 15, 2015.
- B. **TRAINER AGREES:** To perform in a competent and professional manner the following services, as needed and requested by the District: **training on Student Records and Student Discipline.**
- C. **DISTRICT AGREES:** To pay Trainer's travel expenses (\$700.00) and \$2200.00 Trainer fee from Upland, CA to Oxnard, California. All invoices for services must be submitted to the District within 30 calendar days after services are performed by Sherman Garnett & Associates. Subject to and upon approval of District, payment of invoices shall be made within 60 days after Sherman Garnett & Associates submits invoices and any other requested documentation. For purposes of this Agreement, "payment" shall mean the act of depositing checks in the United States Postal Service mail for deliver to Sherman Garnett & Associates.
- D. **DISTRICT OWNERSHIP:** All data and information provided for and/or used by Trainer shall be the property of and returned to the District at the completion of this contract. All reports or other documents generated will constitute "works made for hire" by or for the District and the District will be the "author" of all such reports under applicable copyrights laws. Oxnard School District **may order and secure from Sherman Garnett & Associates an appropriate amount of manuals in the subject area @ \$40.00 each to be utilized during the training. All participants will receive a powerpoint presentation at no additional cost**

**E. CONFIDENTIALITY:** The confidentiality provisions of the Agreement will survive and remain in full force and effect beyond the termination or expiration of this Agreement. Trainer agrees to hold confidential information obtained from the District, including any student or personnel information, whether obtained through observation, documentation or otherwise (collectively, "Confidential Information"), in strict confidence and shall not without prior permission of the District disclose any Confidential Information. Trainer agrees that it shall not at any time or in any manner, either directly or indirectly, use any Confidential Information for Trainer's own benefit. A violation of this Section shall be a material violation of this agreement.

If it appears that the Trainer has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, the District shall be entitled to an injunction to restrain Consultant from disclosing, in whole or in part, such Confidential Information. The District may also pursue any other remedies at law or equity, including a claim for loss and damages.

**F. TERMINATION:** This agreement may be terminated by the parties upon receipt of ninety days prior written notice sent to the following addresses of Trainer or District:

**District: Oxnard School District**  
1051 South A Street  
Oxnard , California

**Trainer:** Sherman Garnett & Associates  
1747 N. Coolcrest Avenue  
Upland, CA 91784

**G. INDEPENDENT CONTRACTOR STATUS:** Sherman Garnett & Associates states and affirms that it is acting as a free agent and independent trainer, maintains the principle place of business at own address, and that this Agreement is not exclusive. Sherman Garnett & Associates as an independent contractor is responsible for accomplishing the result required herein, and District shall not be liable to Sherman Garnett & Associates for any payments, benefits, loss, costs, expenses, or injury or damages to Trainer's person, or property, except District's liability to Sherman Garnett & Associates for compensation for services performed herein. Neither Sherman Garnett & Associates nor any of its agents or employees shall be entitled to any benefits provided to District's employees, including health insurance benefits. Sherman Garnett & Associates is and shall be solely responsible for its own taxes and tax filing and payments or withholdings, including without limitation income taxes or social security. A 1099 tax form will be provided to Trainer for services rendered.

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Sherman Garnett & Associates

---

Date

---

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

---

Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/09/2015

<b>PRODUCER</b> East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley, CA 95945 Phone: (530) 477-6521 Email: info@theeventhelper.com	<b>THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>												
<b>INSURED</b>  sherman garnett & Associates sherman garnett 1747 N. Coolcrest Ave Upland, CA 91784	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Essex Insurance Company</td> <td>39020</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Essex Insurance Company	39020	INSURER B:		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: Essex Insurance Company	39020												
INSURER B:													
INSURER C:													
INSURER D:													
INSURER E:													

**COVERAGES**

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

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
A	Y	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR Host Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC Retail Liquor Liability	3DS5440-M877178	12/14/2015	12/16/2015	EACH OCCURRENCE INCLUDES BODILY INJURY & PROPERTY DAMAGE \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 DEDUCTIBLE \$ 1,000 \$								
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">WC STATUTORY LIMITS</td> <td style="width: 50%; text-align: center;">OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATUTORY LIMITS	OTHER													
E.L. EACH ACCIDENT	\$													
E.L. DISEASE - EA EMPLOYEE	\$													
E.L. DISEASE - POLICY LIMIT	\$													
		<b>OTHER</b>												

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

Certificate holder listed below is named as additional insured per attached CG 20 26 07 04.  
 Attendance: 40, Event Type: Speaking Engagement.

**CERTIFICATE HOLDER**

Oxnard School District  
 1051 South A St.  
 Oxnard, CA 93030

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>
Oxnard School District 1051 South A St. Oxnard, CA 93030
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

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

**BOARD AGENDA ITEM**

**Name of Contributor:** Robin Freeman

**Date of Meeting:** 12/9/15

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

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

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

**SECTION C: CONSENT**   X  

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

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

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

**Approval of Agreement #15-161 – Ronald Ritchhart (Freeman/West)**

---

Facilitator, Ronald Ritchhart, with Harvard's Project Zero will provide a half day workshop for up to forty (40) Oxnard School District educators from the three (3) middle school academies. His presentation will focus on promoting engagement, understanding and independence for all learners through the use of visible thinking strategies. The District's Magnet Schools Assistance Program will provide each participant with a copy of Ronald Ritchhart's book entitled Making Thinking Visible. The training will take place on Saturday, December 12, 2015, at an offsite location.

**FISCAL IMPACT:**

Total cost not to exceed \$3,500.00 – MSAP

**RECOMMENDATION:**

It is the recommendation of the Director, MSAP, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #15-161 with Ronald Ritchhart in the amount not to exceed \$3,500.00.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement #15-161, Ronald Ritchhart (1 Page)



**AGREEMENT #15-161 BETWEEN  
RONALD RITCHHART AND OXNARD SCHOOL DISTRICT  
FOR PROFESSIONAL DEVELOPMENT TRAINING  
IN MSAP OBJECTIVES FOR VISIBLE THINKING STRATEGIES**

The scope of this document is to define the roles and responsibilities of **Ronald Ritchhart, Facilitator, and the Oxnard School District (OSD)**. The purpose of this agreement is to provide MSAP academy educators with training and support regarding the implementation of the visible thinking strategies objective within the STEAM Academy Programs.

This serves as a Memorandum of Understanding and Responsibility Agreement that the **Oxnard School District (OSD) and Ronald Ritchhart** will work together toward training Oxnard STEAM Academy educators in promoting engagement, understanding and independence for all learners through the use of visible thinking strategies. Both the agency and facilitator, according to their defined roles, agree to participate in coordinating, providing and financing the following service for the purpose of this agreement.

1. **Ronald Ritchhart agrees to:**
  - a. Provide a half day workshop for up to 40 educators from the three (3) OSD middle school academies.
  - b. Total program costs not to exceed \$3,500.00 for professional development, consultant travel and accommodations and other applicable fees.
  - c. Ronald Ritchhart is solely responsible for his conduct, manner and actions in presentation of materials under this Contract.
  
2. **Oxnard School District MSAP funded STEAM Academies agrees to:**
  - a. Pay an amount not to exceed \$3,500.00 for the Visible Thinking Strategies Workshop which will take place on Saturday, December 12, 2015. The price of this series includes consultant travel and accommodations.
  - b. Provide an offsite location for said training.
  - c. Provide LCD monitor and sound system set up.
  - d. Provide each participant with a copy of Ronald Ritchhart's book entitled Making Thinking Visible.

Oxnard School District will monitor this agreement to oversee implementation of said workshop. This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented December 10, 2015 through December 12, 2015.

**SCHOOL DISTRICT OXNARD:**

**RONALD RITCHHART:**

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

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

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

Ronald Ritchhart, Facilitator  
*Typed Name/Title*

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

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

**BOARD AGENDA ITEM**

Name of Contributor: Robin Freeman

Date of Meeting: 12/9/15

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

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

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

SECTION C: CONSENT   X  

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

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

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

**Ratification of Agreement #15-122 – Passageway School (Freeman/Sugden)**

Requesting ratification for Non Public School (NPS) services for student AH112906 for the 2015-2016 school year, including Extended School Year, beginning October 19, 2015. The Non Public School will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement.

Student: AH112906

**FISCAL IMPACT:**

Tuition: \$150.87 per diem x 167 days = \$25,195.29  
(Including 20 days of Extended School Year)

1:1 Support: \$14.39 hourly rate x 5 hrs. per day x 167 days = \$12,015.65

Transportation: \$30.84 round trip daily rate for 167 days = \$5,150.28

**Grand Total: \$42,361.22 - Services to be paid with Special Education Funds**

**RECOMMENDATION:**

It is the recommendation of the Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #15-122 with Passageway School, NPS in the amount not to exceed \$42,361.22.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement #15-122, Passageway School (4 pages)  
Certificate of Insurance (2 Pages)



# OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, California 93030 • 805/487-3918

## AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

### AGREEMENT #15-122

THIS AGREEMENT, made and entered into this 9<sup>th</sup> day of December 2015, by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and the PASSAGEWAY SCHOOL, hereinafter referred to as the nonpublic, nonsectarian school.

#### WITNESSETH:

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

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

#### **AH112906**

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

1. The nonpublic school will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement attached hereto and made a part hereof, and that the nonpublic, nonsectarian schools basic educational program and designated instruction and services shall be described in a written statement to be provided to the school district prior to the execution of this agreement.

2. The services shall be provided for the **2015-2016** school year, at a daily rate of \$150.87 for 167 days, this includes 20 days of extended school year through August 2016; transportation services at a daily rate of \$30.84; and 1:1 Support at a daily rate of \$71.95, services not to exceed **\$42,361.22**.

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



# OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, California 93030 • 805/487-3918

AGREEMENT #15-122

Page 2

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

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

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

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

8. The nonpublic school shall prepare and submit to the school district year-end reports and other data required for the annual review on or before April 15 of the current school year. Forms for year-end and other required reports shall be provided by the school district via the computerized special education support program (SESP).

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

All cost for this service, including intake, testing, tuition, and elective not to exceed **\$42,361.22** for **AH112906**.

10. While engaged in carrying out and complying with the terms of this agreement, the nonpublic, nonsectarian school is an independent contractor and not an officer, agent, or employee of the district. The independent contractor will obtain a criminal record summary from the Department of Justice or a Department of Justice approved agency on all employees or contracted service providers who potentially have contact with students. This clearance will be completed prior to the person(s) first day of employment. No individual who has been convicted of a violent or serious felony as listed in subdivision C. of Section 1192.7 of the California Penal Code will be employed in any capacity that potentially involves contact with students. Nor will



# OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, California 93030 • 805/487-3918

AGREEMENT #15-122

Page 3

any person be employed who has been convicted of, or entered a plea of nolo contendere to charges of any sex offense as defined in Education Code 44011.

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

12. During the entire term of this agreement and any extension or modification thereof, the nonpublic school shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned automobiles operated by nonpublic school for the purposes of this agreement, of at least \$1,000,000 for each person and \$1,000,000 for each accident or occurrence from all damages arising out of death, bodily injury, sickness, or disease from any one accident or occurrence, and \$3,000,000 for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. Not later than the effective date of this contract, the nonpublic school shall provide the District with satisfactory evidence of insurance, naming the District as additional insured, including a provision for a twenty (20) calendar day written notice to District before cancellation or material change, evidencing the above specified coverage. The Nonpublic school shall at its own cost and expense procure and maintain insurance under the Worker's Compensation Law of California. Said certificates shall specify that insurance shall not be canceled or changed in required limits unless the school district has been provided forty-five (45) days advance written notification of cancellation or change. The nonpublic, nonsectarian school shall also maintain Workers' Compensation Insurance coverage as required by law.

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



# OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, California 93030 • 805/487-3918

AGREEMENT #15-122

Page 4

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Passageway School, Assistant Administrator  
Diana Adame, Nonpublic, Nonsectarian School







**BOARD AGENDA ITEM**

**Name of Contributor:** Robin Freeman

**Date of Meeting:** 12/9/15

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

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

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

**SECTION C: CONSENT**   **X**  

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

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

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

**Ratification of Agreement #15-123 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (Freeman/Sugden)**

---

The Ventura County Office of Education is providing exceptional services for special education student AD091102 that consist of support from Special Circumstances Paraeducators (SCP's) for the 2015-2016 school year, including Extended School Year, if applicable.

**FISCAL IMPACT:**

\$28,224.84 - Special Education Funds

**RECOMMENDATION:**

It is the recommendation of the Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #15-123 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's), in the amount of \$28,224.84.

**ADDITIONAL MATERIAL(S):**

**Attached:**      Agreement #15-123, Ventura County Office of Education (1 Page)



# AGREEMENT

## For Paraeducator Performing Special Circumstance Services

This Agreement, effective August 19, 2015 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.  
AD091102

1. This agreement pertains to providing exceptional service(s) for, [REDACTED] a Special Education pupil who is a resident of DISTRICT and currently attends, Foster School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances services; 400 minutes daily.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 8/19/2015 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2015-2016</u> (8/19/15-2/18/16)	UPCOMING: <u>2016-2017</u> ( )
(including ESY, if applicable)	\$ <u>28,224.84</u>	+ \$ _____

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

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]  
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: [Signature]  
Business Services Authorized Representative

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

Date: 9/30/15

Estimated Cost \$ 28,224.84

Please submit **two** original copies Oxnard School District-Purchasing Department

**BOARD AGENDA ITEM**

**Name of Contributor:** Robin Freeman

**Date of Meeting:** 12/9/15

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

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

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

**SECTION C: CONSENT**   X  

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

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

**SECTION F: BOARD POLICIES**

1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Ratification of Agreement #15-124 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (Freeman/Sugden)**

---

The Ventura County Office of Education is providing exceptional services for special education student AR080310 that consist of support from Special Circumstances Paraeducators (SCP's) for the 2015-2016 school year, including Extended School Year, if applicable.

**FISCAL IMPACT:**

\$48,523.47 - Special Education Funds

**RECOMMENDATION:**

It is the recommendation of the Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #15-124 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's), in the amount of \$48,523.47.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement #15-124, Ventura County Office of Education (1 Page)



# AGREEMENT

## For Paraeducator Performing Special Circumstance Services

This Agreement, effective August 17, 2015 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

AR080310

1. This agreement pertains to providing exceptional service(s) for, [REDACTED] a Special Education pupil who is a resident of DISTRICT and currently attends, Foster School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances services, 330 mins. daily.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 8/17/2015 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2015-2016</u> (8/17/15-8/17/16)	UPCOMING: <u>2016-2017</u> ( )
(including ESY, if applicable)	\$ <u>48,523.47</u>	+ \$ _____

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

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]  
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: [Signature]  
Business Services Authorized Representative

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

Date: 9/23/15

Estimated Cost \$ 48,523.47

Please submit **two** original copies Oxnard School District-Purchasing Department

**BOARD AGENDA ITEM**

**Name of Contributor:** Robin Freeman

**Date of Meeting:** 12/9/15

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

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

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

**SECTION C: CONSENT**   **X**  

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

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

**SECTION F: BOARD POLICIES**

1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Ratification of Agreement #15-125 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (Freeman/Sugden)**

---

The Ventura County Office of Education is providing exceptional services for special education student JA100109 that consist of support from Special Circumstances Paraeducators (SCP's) for the 2015-2016 school year, including Extended School Year, if applicable.

**FISCAL IMPACT:**

\$52,090.86 - Special Education Funds

**RECOMMENDATION:**

It is the recommendation of the Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #15-125 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's), in the amount of \$52,090.86.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement #15-125, Ventura County Office of Education (1 Page)



# AGREEMENT

## For Paraeducator Performing Special Circumstance Services

This Agreement, effective October 8, 2015 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

JA100109

1. This agreement pertains to providing exceptional service(s) for, [REDACTED], a Special Education pupil who is a resident of DISTRICT and currently attends, Dwire School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances services, 400 mins daily and bus aide to and from school.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 8/19/2015 (*IEP date*), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2015-2016</u> (8/19/15-6/25/16)	UPCOMING: <u>2016-2017</u> ( )
(including ESY, if applicable)	\$ <u>45,802.86 + 6,288.00</u> +	\$ _____

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

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]  
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: [Signature]  
Business Services Authorized Representative

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

Date: 10/14/15

Estimated Cost \$ 52,090.86

Please submit **two** original copies Oxnard School District-Purchasing Department

**BOARD AGENDA ITEM**

**Name of Contributor:** Robin Freeman

**Date of Meeting:** 12/9/15

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

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

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

**SECTION C: CONSENT**   **X**  

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

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

**SECTION F: BOARD POLICIES**

1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Ratification of Agreement #15-126 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (Freeman/Sugden)**

---

The Ventura County Office of Education is providing exceptional services for special education student JP030904 that consist of support from Special Circumstances Paraeducators (SCP's) for the 2015-2016 school year, including Extended School Year, if applicable.

**FISCAL IMPACT:**

\$6,818.00 - Special Education Funds

**RECOMMENDATION:**

It is the recommendation of the Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #15-126 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's), in the amount of \$6,818.00.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement #15-126, Ventura County Office of Education (1 Page)





# AGREEMENT

## For Paraeducator Performing Special Circumstance Services

This Agreement, effective September 16, 2015 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

JP030904 [REDACTED]

1. This agreement pertains to providing exceptional service(s) for, [REDACTED] a Special Education pupil who is a resident of DISTRICT and currently attends, Sunkist School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances services, bus aide.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 9/16/2015 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2015-2016</u> (9/16/15-9/16/16)	UPCOMING: <u>2016-2017</u> ( )
(including ESY, if applicable)	\$ <u>6,818.00</u>	+ \$ _____

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

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]  
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: [Signature]  
Business Services Authorized Representative

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

Date: 10/14/15

Estimated Cost \$ 6,818.00

Please submit **two** original copies Oxnard School District-Purchasing Department



**BOARD AGENDA ITEM**

**Name of Contributor:** Robin Freeman

**Date of Meeting:** 12/9/15

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

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

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

**SECTION C: CONSENT**   **X**  

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

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

**SECTION F: BOARD POLICIES**

1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Ratification of Agreement #15-127 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (Freeman/Sugden)**

---

The Ventura County Office of Education is providing exceptional services for special education student JS010805 that consist of support from Special Circumstances Paraeducators (SCP's) for the 2015-2016 school year, including Extended School Year, if applicable.

**FISCAL IMPACT:**

\$8,495.00 - Special Education Funds

**RECOMMENDATION:**

It is the recommendation of the Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #15-127 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's), in the amount of \$8,495.00.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement #15-127, Ventura County Office of Education (1 Page)



# AGREEMENT

## For Paraeducator Performing Special Circumstance Services

This Agreement, effective August 19, 2015 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

JS010805

1. This agreement pertains to providing exceptional service(s) for, [REDACTED], a Special Education pupil who is a resident of DISTRICT and currently attends, Dwire School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances services, 1 hour daily for bus aide.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 8/17/2015 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2015-2016</u> (8/18/15-5/15/16)	UPCOMING: <u>2016-2017</u> ( )
(including ESY, if applicable)	\$ <u>8,495.00</u>	+
		\$ _____

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

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]  
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: [Signature]  
Business Services Authorized Representative

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

Date: 10/14/15

Estimated Cost \$ 8,495.00

Please submit **two** original copies Oxnard School District-Purchasing Department

**BOARD AGENDA ITEM**

**Name of Contributor:** Robin Freeman

**Date of Meeting:** 12/9/15

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

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

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

**SECTION C: CONSENT**   **X**  

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

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

**SECTION F: BOARD POLICIES**

1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Ratification of Agreement #15-128 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (Freeman/Sugden)**

---

The Ventura County Office of Education is providing exceptional services for special education student MZ020305 that consist of support from Special Circumstances Paraeducators (SCP's) for the 2015-2016 school year, including Extended School Year, if applicable.

**FISCAL IMPACT:**

\$23,520.70 - Special Education Funds

**RECOMMENDATION:**

It is the recommendation of the Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #15-128 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's), in the amount of \$23,520.70.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement #15-128, Ventura County Office of Education (1 Page)



# AGREEMENT

## For Paraeducator Performing Special Circumstance Services

This Agreement, effective August 25, 2015 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

MZ020305

1. This agreement pertains to providing exceptional service(s) for, [REDACTED], a Special Education pupil who is a resident of DISTRICT and currently attends, Dwire School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances services, 5.5 hours daily and bus aide, 1 hour daily.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 8/25/2015 (IEP date-1/28/15), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2015-2016</u> ( <u>8/25/15-1/28/16</u> )	UPCOMING: <u>2016-2017</u> ( )
(including ESY, if applicable)	\$ <u>23,520.70</u>	+ \$ _____

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

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]  
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: [Signature]  
Business Services Authorized Representative

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

Date: 10/14/15

Estimated Cost \$ 23,520.70

Please submit **two** original copies Oxnard School District-Purchasing Department

**BOARD AGENDA ITEM**

Name of Contributor: Lisa Cline

Date of Meeting: December 9, 2015

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

**Ratification of Agreement #15-129 – Tolman & Wiker Insurance Services, LLC (Cline)**

---

Tolman & Wiker Insurance Services, LLC, will provide marketing consulting services as the administration explores alternatives to the Gold Coast Joint Benefits Trust. Initial term of agreement is November 1, 2015 through October 31, 2016.

**FISCAL IMPACT**

\$15,000.00 annual fee to be paid out of General funds.

**RECOMMENDATION**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees ratify Agreement #15-129 with Tolman & Wiker Insurance Services, LLC.

**ADDITIONAL MATERIAL**

Attached: Agreement #15-129 (5 Pages)

## **Consulting Agreement #15-129**

---

This Consulting Agreement (Agreement) is between Oxnard School District and Tolman & Wiker Insurance Services, LLC (Consultant), effective as of November 1, 2015.

WHEREAS, Client wishes to obtain the assistance of Consultant with marketing consulting services;

WHEREAS, the parties wish to set forth their respective expectations;

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereby agree as follows:

### **1. Scope of Services to be Provided by Consultant**

Consultant will provide Client with the consulting, actuarial and brokerage services listed below:

#### **Marketing Services.**

- Planning meeting to discuss market and which entities/carriers to quote. Develop timeline.
- Information gathering and analysis – census data, claims analysis, plan design information.
- Develop RFP- Review employee contracts, finalize list of bidders, decide upon a scoring /evaluation system, and develop RFP draft
- Vendor selection- review proposals, conduct reference checks, evaluate and score proposals.
- Meetings with the Union/Management when necessary for education and delivery of proposals.

### **2. Client's Responsibilities**

Client will make available such reasonable information as required for Consultant to conduct its services. Such data will be made available as promptly as possible. It is understood by Consultant that the time of Client's personnel is limited, and judicious use of that time is a requirement of this Agreement. Client will make timely payments of the service fees as set forth elsewhere in this Agreement.

### **3. Disclosure and Recordkeeping**

#### **A. Full Disclosure.**

Client has the right to approve any arrangements and/or the utilization of any intermediaries in connection with, or arising out of, or in any way related to Client's insurance and risk management program. Consultant must seek approval from Client prior to the use of any of the above in connection with the Client's insurance and risk management program.

#### **B. Recordkeeping.**

Consultant will maintain accurate and current files including, but not limited to, insurance policies and correspondence with insurers or brokers in accordance with industry standard record retention practice or as otherwise directed by Client.

### **4. Term & Termination**

#### **A. Term.**

The initial term of this Agreement shall be one year, commencing on November 1, 2015 and ending October 31, 2016 (Initial Term). Thereafter, this Agreement will remain in effect until terminated as described below.

#### **B. Termination.**

This Agreement may be terminated by either party only as follows:

- a) Effective upon thirty (30) days' advance written notice to the other party stating that such other party is in breach of any of the provisions of this Agreement, provided such breach (if able to be cured) is not cured within fifteen (15) days after the notice is received;
- b) effective upon six (60) days' advance written notice to the other party given with or without reason; provided such notice is given after the Initial Term; or
- c) By mutual written agreement of the parties.

### **5. Cost of Services**

Client agrees to pay Consultant Professional Fees as outlined in Exhibit 1. These annual fees are payable in quarterly installments and Consultant agrees to submit invoices to Client on a quarterly basis.

Additional programs and services will be provided on a project basis for an additional fee to be disclosed in writing and shall be undertaken upon mutual agreement between Consultant and Client.

### **6. Personnel**

Consultant will assign its personnel according to the needs of Client and according to the disciplines required to complete the appointed task in a professional manner. Consultant

retains the right to substitute personnel with reasonable cause. The Account Management Team consists of the following individuals:

Primary Service Team: Kelly Cooper, Vice President  
Nelva Vasquez, Account Manager

Additional Key Resources: Nancy Laughlin, Individual Client Services

## **7. Records and Information**

Consultant agrees to keep any information provided by Client confidential and to exercise reasonable and prudent cautions in protecting the confidentiality of such information. If the services provided by Consultant involve the use of protected health information, Client and Consultant agree to enter into an appropriate business associate agreement.

## **8. Independent Contractor**

It is understood and agreed that Consultant is engaged by Client to perform services under this Agreement as an independent contractor. Consultant shall use its best efforts to follow written, oral or electronically transmitted (i.e., sent via facsimile or email) instructions from Client as to policy and procedure.

### **Indemnification**

- 9.** Agent will indemnify [Oxnard School District], and Hold Oxnard School District harmless against any and all liability caused by Agent's negligence, wrongful acts, omissions, or breach of any of its duties or obligations under this agreement.
- 10.** Oxnard School District, will indemnify and hold Agent (including its officers, directors, agents and employees) harmless against any and all liability caused by Tolman and Wiker Insurance Services, LLC's negligence, wrongful acts, omissions, or breach of any of its duties or obligations under this agreement.

## **11. Fiduciary Responsibility.**

Client acknowledges that: (i) Consultant shall have no discretionary authority or discretionary control respecting the management of any of the employee benefit plans; (ii) Consultant shall exercise no authority or control with respect to management or disposition of the assets of Client's employee benefit plans; and (iii) Consultant shall perform services pursuant to this Agreement in a non-fiduciary capacity.

Client agrees to notify Consultant as soon as possible of any proposed amendments to the plans' legal documents to the extent that the amendments would affect Consultant in the



performance of its obligations under this Agreement. Client agrees to submit (or cause its agent, consultants or vendors to submit) all information in its (or their) control reasonably necessary for Consultant to perform the services covered by this Agreement.

**12. Entire Agreement**

This constitutes the entire Agreement between the parties, and any other warranties or agreements are hereby superseded.

Subsequent amendments to this Agreement shall only be in writing signed by both parties.

**Oxnard School District:**

<i>Signature</i>	<i>Date</i>
<i>Lisa Cline, Asst. Supt. Business &amp; Fiscal Services</i>	

**Tolman & Wiker Insurance Services, LLC:**

<i>Signature</i>	<i>Date</i>
<i>Greg Van Ness, CEO</i>	

**Exhibit 1: Professional Fees**

	Services	Fee
<b>Marketing Consulting Services</b>	Planning services	\$15,000
	Information gathering and analysis	Included
	RFP development	Included
	Proposal review and analysis	Included
	Union/Management meetings as required	Included

## BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 12/9/15

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

**RENEWAL AGREEMENT #15-163 WITH SCHOOL SERVICES OF CALIFORNIA (Cline)**

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**RECOMMENDATION**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Renewal Agreement #15-163 with School Services of California, to provide services regarding issues of school finance, legislation, school budgeting, general fiscal issues and the state-mandated program cost claims process for the period of one year, beginning January 1, 2016 and terminating December 31, 2016.

**FISCAL IMPACT**

Not to exceed \$3,740.00 annually, to be paid out of the General Fund. This is an increase of \$120.00 over last year's rate.

**ADDITIONAL MATERIAL**

Attached: Agreement #15-163 (3 pages)

Client # 0017550 / S15

P.O.#

**AGREEMENT FOR SPECIAL SERVICES**  
Fiscal and Management Information Services

This is an agreement between the **OXNARD SCHOOL DISTRICT**, hereinafter referred to as "Client," and **SCHOOL SERVICES OF CALIFORNIA, INC.**, hereinafter referred to as "Consultant," entered into as of January 1, 2016.

**RECITALS**

**WHEREAS**, the Client needs assistance regarding issues of school finance, legislation, school budgeting, general fiscal issues, and the state-mandated program cost claims process; and

**WHEREAS**, the Consultant, is professionally and specially trained and competent to provide these services; and

**WHEREAS**, the authority for entering into this Agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

**NOW, THEREFORE**, the parties to this Agreement do hereby mutually agree as follows:

1. Consultant agrees to perform such duties relating to issues of school finance, including:
  - a. Delivery of "one copy" of each edition of the *Fiscal Report* containing information on issues of school finance, budgets, or practices that impact school district fiscal policies, and one copy of the booklet *Analysis of the Governor's Proposals for the State Budget and K-12 Education*
  - b. Unlimited access to the Consultant's online workshops, which include:
    - i. Fiscal Aspects of Negotiations
    - ii. Fiscal Implications of School District Reorganization
    - iii. Associate Student Body
    - iv. Attendance Accounting
  - c. The option of receiving information on Consultant's website regarding major school finance and policy issues
  - d. An analysis of all major school finance/fiscal legislation and reports on its legislative/executive branch progress

- e. Preliminary school district revenue calculation using the online tools available on the Consultant's website for use in determining the projected revenue funding level soon after the budget is adopted based on the major annual school finance legislation
  - f. Participation at the Consultant's school finance conferences and workshops at the Consultant's client rate
  - g. Counsel the Client on new mandates and information relating to the local mandate reimbursement process for all applicable legislation already adopted that contains a reimbursement appropriation, and maintain liaison with the State Controller, the Commission on State Mandates, and the State Department of Finance
2. The Consultant shall provide the Client with services as requested to a total of twelve (12) direct service hours during the 12-month period of this Agreement at no additional cost beyond the annual fee. The hours of service may be used as the Client directs on fiscal and mandate service issues, including: mandate counseling, analysis of specific district revenue or expenditure issues, analysis of specific legislative or regulatory issues, including a "quick query" service to provide telephone response to specific fiscal or mandate questions of the Client. Services for which the base service hours may not be used, include: Client specific economy, efficiency, or management consulting services, including, but not limited to efficiency or management studies, demographic or school facility studies, special education studies, fiscal health analysis, and/or an in-depth budget review, direct collective bargaining or factfinding assistance; fiscal analysis for purposes of collective bargaining, legislative representation or advocacy; appearance as an expert witness; provision of depositions or declarations for district legal issues; or major customized research projects or studies.
3. The Client agrees to pay to Consultant for services rendered under this Agreement:
- a. \$3,540 annually, plus expenses, or payable at \$295 per month, plus expenses, upon receipt of a billing from Consultant
  - b. For all requested services in excess of twelve (12) direct service hours as indicated in Item 2 above in the 12-month period, the applicable hourly rate for the person(s) performing the services shall apply
  - c. "Hours" are defined as hours of direct service to the Client, as well as reasonable travel time to and from the Client's site
  - d. "Expenses" are defined as actual, out-of-pocket expenses, such as travel, meals, shipping, and duplication of materials

4. This Agreement shall be for the period of one year, beginning January 1, 2016, and terminating December 31, 2016. This Agreement may be terminated prior to December 31, 2016 by either party on thirty (30) days' written notice. In the event that the Client elects to terminate services at the end of the Agreement, the Client shall give a 30-day written notice of nonrenewal. Consultant will provide continuing services for 90 days after the expiration date of the Agreement or until the client provides written notice. The Client is responsible for these accrued charges and SSC may bill these additional days. In the case of cancellation, the Client shall be liable for any costs accrued to the date of cancellation.
  
5. It is expressly understood and agreed to by both parties that Consultant, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the Client.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed as indicated below:

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Job Title

Oxnard School District

BY:  \_\_\_\_\_ DATE: November 17, 2015

JOHN GRAY

President

School Services of California, Inc

## **BOARD AGENDA ITEM**

Name of Contributor: Lisa Cline

Date of Meeting: 12/9/15

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

### **ANNUAL APPOINTMENT / RE-APPOINTMENT OF MEASURE R BOND OVERSIGHT COMMITTEE (Cline)**

---

Proposition 39 requires that, within 60 days of the passage of a Bond, the District establish a Citizen's Oversight Committee to review bond expenditures to verify that the bond money is being spent according to the project list on the ballot. The Measure R Bond Oversight Committee (BOC) was established by the Oxnard School District Board of Trustees on October 17, 2012, and is presented herewith for the Board's annual review. Any proposed names for filling future vacancies on the Committee will be brought before the Board for approval as needed.

### **FISCAL IMPACT**

None.

### **RECOMMENDATION**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services that the Board of Trustees review the current BOC membership and make a determination regarding re-appointing the current members.

### **ADDITIONAL MATERIAL**

Attached:       Oxnard School District Bond Oversight Committee  
                  Membership List (1 page)  
                  Citizens' Bond Oversight Committee Bylaws (6 pages)

**OXNARD SCHOOL DISTRICT  
MEASURE “R” CITIZENS’ BOND OVERSIGHT COMMITTEE  
MEMBERSHIP & TERMS  
DECEMBER 2015**

<i>Name</i>	<i>Representation</i>	<i>Position</i>	<i>End of Term</i>
Lindholm, Nancy	Business Organization	President/CEO, Oxnard Chamber of Commerce	November 2016
Padilla, Jeannette	Senior Citizens’ Organization	AARP	October 2016
McLaughlin, Charles	Taxpayers’ Association	President, Aspen Helicopters	November 2016
Torres, Teresa	Parent/Guardian	Parent, Soria School	November 2017
Vargas, Jessica	Parent/ Guardian PTA	Parent, Elm School; PTA President	November 2017
Hill Scott, Karen <i>(Committee Vice-Chair)</i>	Community At-Large	Parent, McAuliffe School; Owner, Hill Scott Homes	November 2016
Ward, Crittenden <i>(Committee Chair)</i>	Community At- Large	Community Member	January 2017





## Measure “R” Citizens’ Bond Oversight Committee

**Section 1. Establishment of the Committee.** The Oxnard School District (the “District”) anticipates that it will be successful at the election to be conducted on November 6, 2012 (the “Election”) in obtaining authorization from the District’s voters to issue up to \$90,000,000.00 aggregate principal amount of the District’s general obligation bonds, pursuant to 55% of the vote. The election is being conducted under Proposition 39, being chaptered as the Strict Accountability in Local School Construction Bonds Act of 2000, at Section 15264 et seq., of the California Education Code; therefore, the District will be obligated to establish the Oversight Committee to satisfy the accountability requirement in Proposition 39. The Board of Trustees of the Oxnard School District (the “Board of Trustees”) hereby establishes the Measure “R” Citizens Bond Oversight Committee (the “Committee”) in anticipation of voter approval to have and hold the duties, rights and obligations set forth in these bylaws and those accorded to the Committee by Law. The Committee does not have independent legal capacity from the District. In the event that the authorization is not approved by the voters, the Committee shall be terminated and disbanded.

**Section 2. Purposes.** The purposes of the Committee are set forth in Proposition 39, and these Bylaws. The Committee is and shall be deemed subject to the Ralph M. Brown Public Meetings Act of the State of California (the “Brown Act”) and shall be conducted in accordance with the provisions thereof. The District shall provide the necessary administrative support to the Committee at the District’s expense to fulfill its duties and obligations under Proposition 39 and the Brown Act.

The proceeds of general obligation bonds issued pursuant to the election are hereinafter referred to as “bond proceeds.” The Committee shall confine itself specifically to bond proceeds generated under the Measure “R” ballot measure. Regular and deferred maintenance projects and all monies generated under other sources of funding shall fall outside the scope of the Committee’s review.

**Section 3. Duties.** To carry out its stated purposes, the Committee shall perform the following duties:

**3.1 Inform the Public.** The committee shall inform the public concerning the District’s expenditure of bond proceeds.

**3.2 Review Expenditures.** The Committee may review quarterly expenditure reports produced by the District to ensure that (a) bond proceeds are expended only for the purposes set forth in the ballot measure; (b) no bond proceeds are used for any teacher or administrative salaries or other operating expenses.

**3.3 Annual Report.** The Committee shall present to the Board of Trustees, in public session, an annual written report which shall include the following:

(a) A statement indicating whether the District is in compliance with the requirements of Article XIII A, Section 1(b)(3) of the California Constitution; and,

(b) A summary of the Committee’s proceedings and activities for the preceding year.

3.4 Duties of the Board of Trustees/Superintendent. Either the Board of Trustees or the Superintendent, as the Board of Trustees shall determine, shall have the following powers reserved to it, and the Committee shall have no jurisdiction over the following types of activities:

- (a) Approval of construction contracts;
- (b) Approval of construction change orders;
- (c) Appropriation of construction funds;
- (d) Handling of all legal matters;
- (e) Approval of construction plans and schedules;
- (f) Approval of the Deferred Maintenance Plan; and,
- (g) Approval of the sale of bonds.

3.5 Voter-Approved Projects Only. In recognition of the fact that the Committee is charged with overseeing the expenditure of bond proceeds, the District has not charged the Committee with responsibility for:

(a) Projects financed through the State of California, developer fees, redevelopment tax increments, certificates of participation, leases/revenue bonds, the general fund, or the sale of surplus property without bond proceeds ;

(b) The establishment of priorities and order of construction for the bond projects which shall be the sole prerogative and discretion of the Board of Trustees;

(c) The selection of architects, engineers, soil engineers, construction managers, project managers, CEQA consultants and/or such other professional consultant firms as are required to complete the project(s) based on District criteria established by the Board of Trustees in its sole discretion;

(d) The approval of the design for each project including exterior materials, paint color, interior finishes, site plans and/or construction methods, which shall be the sole prerogative and discretion of the Board of Trustees;

(e) The selection of independent audit firm(s), performance audit consultants and such other consultants as are necessary or deemed appropriate by the Board of Trustees to support the activities of the Committee;

(f) The approval of an annual budget for the Committee that is sufficient to carry out the duties, responsibilities and activities required of the Committee pursuant to these Bylaws, Proposition 39 and California Law;

(g) The adoption of a plan for publicizing the activities of the Committee and the determination as to whether a mailer, a newspaper notice or website materials would best suit the distribution of the Committee's findings and recommendations;

(h) The amendment or modification of the Bylaws for the Committee as provided herein, subject to the legal requirements of Proposition 39;

(i) The appointment or reappointment of qualified applicants to serve on the Committee, subject to legal limitations, and based on criteria adopted in the Board of Trustees' sole discretion as part of carrying out its functions under Proposition 39.

**Section 4. Authorized Activities.**

4.1 In order to perform the duties set forth in Section 3.0, the Committee may engage in the following authorized activities:

(a) Receive and review copies of the District's annual independent performance audit and annual independent financial audit, required by Article XIIA of the California Constitution;

(b) Inspect school facilities and grounds for which bond proceeds have been or will be expended, in accordance with any access procedure established by the District's Superintendent;

(c) Review copies of deferred maintenance proposals or plans developed by the District;

(d) Review efforts by the District to maximize bond proceeds by implementing various cost-saving measures.

**Section 5. Membership.**

5.1 Number. The Committee shall consist of a minimum of seven (7) members appointed by the Board of Trustees from a list of candidates submitting written applications, and based on criteria established pursuant to Proposition 39, to wit:

(a) One (1) member active in a business organization representing the business community located within the boundaries of the District;

(b) One (1) member active in a senior citizens' organization;

(c) One (1) member active in a bona-fide taxpayers' association;

(d) One (1) member shall be a parent or guardian of a child enrolled in the District;

(e) One (1) member shall be both a parent or guardian of a child enrolled in the District and active in a parent-teacher organization or school site council;

(f) Two (2) members of the community at-large appointed by the Board of Trustees.

5.2 Qualification Standards.

(a) To be a qualified person, he or she must be at least eighteen (18) years of age and reside within the District's geographical boundaries, in accordance with Government Code Section 1020.

(b) The Committee may not include any employee, official of the District or any vendor, contractor or consultant of the District.

5.3 Ethics; Conflicts of Interest. By accepting the appointment to the Committee, each member agrees to comply with Article 4 (commencing with Section 1090) and 4.7 (commencing with Section 1125) of Division 4 of Title 1 of the Government Code and the Political Reform Act (Government Code Sections 81000 et seq.), and to complete the Form 700 as required by all “designated employees” of the District. Additionally, each member shall comply with the Committee Ethics Policy attached as “Attachment A” to these Bylaws.

5.4 Term. Except as otherwise provided herein, each member of the Committee shall serve a term of two (2) years, beginning on November 7, 2012. No member may serve more than two (2) consecutive terms. At the Committee’s first meeting, members will draw lots to select a minimum of two (2) members to serve for an initial one (1) year term and the remaining members for an initial two (2) year term.

5.5 Appointment. Members of the Committee shall be appointed by the Board of Trustees through the following process:

- (a) Appropriate local groups will be solicited for applications;
- (b) The Board of Trustees shall form a Committee of one (1) or two (2) Trustees along with the Superintendent or her/his designee to review the applications received from the appropriate local groups; and,
- (c) The Committee will make recommendations to the Board of Trustees;

5.6 Removal; Vacancy. The Board of Trustees may remove any Committee member for any reason, including for failure to comply with the Committee Ethics Policy. Upon a member’s removal, his or her seat shall be declared vacant. The Board of Trustees, in accordance with the established appointment process shall fill any vacancies on the Committee.

5.7 Compensation. The Committee members shall not be compensated for their service on the Committee.

5.8 Authority of Members.

- (a) Committee members shall not have the authority to direct staff of the District; and,
- (b) Individual members of the Committee retain the right to address the Board of Trustees of the District as an individual.

**Section 6. Meetings of the Committee.**

6.1 Regular Meetings. The Committee is required to meet at least once a year including an annual organizational meeting to be held in the second week of December of each year.

6.2 Location. All meetings shall be held within the geographical boundaries of the District.

6.3     Procedures. All meetings shall be open to the public in accordance with the Brown Act , Government Code Section 44950 et seq. Meetings shall be conducted according to such additional procedural requirements and rules as the committee may adopt. A majority of the number of Committee members shall constitute a quorum for the transaction of any business except adjournment.

**Section 7.**     **District Support.**

7.1     The District shall provide to the Committee necessary technical and administrative assistance as follows:

(a)     Preparation of and posting public notices as required by the Brown Act, ensuring that all notices to the public are provided in the same manner as notices of meetings of the Board of Trustees of the District;

(b)     provision of a meeting room, including any necessary audio/visual equipment;

(c)     Preparation and copies of any documentation and materials for the meeting, such as agendas and reports; and,

(d)     Retention of all Committee records, and providing public access to such records on an Internet website maintained by the District.

7.2     District staff and/or District consultants shall attend all Committee proceedings in order to report on the status of the projects and the expenditures of bond proceeds.

7.3     **No bond proceeds shall be used to provide District support to the Committee.**

**Section 8.**     **Reports.** In addition to the Annual Report required in Section 3.2, the Committee may report to the Board of Trustees at least semi-annually in order to advise the Board of Trustees on the activities of the Committee. Such reports shall be in writing and shall summarize the proceedings and activities conducted by the Committee.

**Section 9.**     **Officers.** The Superintendent shall appoint the initial Chair of the Committee. Thereafter, the Committee shall elect a Chair and a Vice-Chair who shall serve as Chair in the absence of the Chair. The term of the Chair and Vice-Chair may be for terms of either one (1) year or two (2) years as may be determined from time-to-time by the Committee. No member shall serve in the position of Chair for more than two (2) consecutive terms.

**Section 10.**    **Amendment of Bylaws.** Any amendment to these Bylaws shall be first approved by the Committee and shall then be approved by no less than two-thirds vote of the Board of Trustees.

**Section 11.**    **Termination.** The Committee shall automatically be terminated and disbanded if (1) the election authorizing the sale of general obligation bonds fail or (2) at the earlier of the date when (a) all bond proceeds are spent, or (b) all projects funded by bond proceeds are completed.

## **BOARD AGENDA ITEM**

Name of Contributor: Lisa Cline

Date of Meeting: 12/9/15

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

### **ANNUAL AND FIVE-YEAR DEVELOPER FEE REPORT AND APPROVAL OF RESOLUTION #15-21 (Cline)**

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Government Code 66000 et seq. requires annual and five-year reports for school fees and mitigation payments.

This report summarizes the developer fee information from the 2009-10 fiscal year through the 2014-2015 fiscal year.

#### **FISCAL IMPACT**

None.

#### **RECOMMENDATION**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board accept the Developer Fee Report for 2009-10 through 2014-2015 fiscal years, and adopt Resolution #15-21.

#### **ADDITIONAL MATERIAL**

Attached:       Resolution #15-21 (5 pages)  
                  2014-15 Annual & Five-Year School Facilities Fee Reports (43 pages)

**OSD  
RESOLUTION #15-21**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT RELATING TO INFORMATION MADE AVAILABLE TO THE PUBLIC IN THE FORM OF A STATUTORY SCHOOL FEES AND MITIGATION PAYMENTS (“DEVELOPER FEES”) REPORT FOR THE FISCAL YEAR 2009-10 THROUGH FISCAL YEAR 2014-2015 (“DEVELOPER FEE REPORT”), AND FINDINGS THEREON, IN COMPLIANCE WITH GOVERNMENT CODE, SECTIONS 66006 AND 66001**

**WHEREAS**, Oxnard School District (“District”) has received and expended statutory school fees and mitigation payments (“Developer Fees”) in fiscal year 2014-2015 in connection with school facilities (“School Facilities”) of the District for students resulting from new development and authorized costs incidental thereto; and

**WHEREAS**, these Developer Fees have been deposited in a capital facilities account or sub-account (“Account”) as provided by Section 66006(a) of the Government Code; and

**WHEREAS**, in accordance with Section 66006(a) of the Government Code, the District has established and maintained a separate Account and maintained such Account in a manner to avoid any commingling of the Developer Fees with other revenues and funds of the District, except for temporary investments, and has expended those Developer Fees collected for the purposes for which they were collected and authorized costs incidental thereto; and

**WHEREAS**, Section 66006(b)(1) of the Government Code provides that the District shall make available to the public within one hundred eighty (180) days after the last day of each fiscal year the following information in the form of a “Developer Fees Report”:

- A) A brief description of the type of Developer Fees in the Account.
- B) The amount of the Developer Fees.
- C) The beginning and ending balance of the Account.
- D) The amount of the Developer Fees collected and the interest earned.
- E) An identification of each project (“Project”) of the District on which Developer Fees were expended and the amount of the expenditures on each Project, including the total percentage of the cost of the Project that was funded with Developer Fees.
- F) An identification of an approximate date by which the construction of a Project will commence if the District determines that sufficient funds have been collected to complete financing on an incomplete Project, as identified in paragraph (2) of subdivision (a) of Section 66001, and the Project remains incomplete.

RESOLUTION #15-21  
DEVELOPER FEES REPORT

- G) A description of each interfund transfer or loan made from the Account, including the Project on which the transferred or loaned Developer Fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the Account will receive on the loan.
- H) The amount of refunds made pursuant to subdivision (e) of Section 66001 and any allocations pursuant to subdivision (f) of Section 66001; and

**WHEREAS**, Section 66001(d) of the Government Code provides that for the fifth fiscal year following the first deposit into the Account, and every five years thereafter, the District shall make all of the following findings with respect to that portion of the Account remaining unexpended, whether committed or uncommitted:

- 1) Identification of the purpose to which the Developer Fees are to be put.
- 2) Demonstration of a reasonable relationship between the Developer Fees and the purpose for which they are charged.
- 3) Identification of all sources and amounts of funding anticipated to complete financing of the Projects of the District.
- 4) Designation of the approximate dates on which the funding referred to in paragraph (3) is expected to be deposited into the Account; and

**WHEREAS**, when findings are required by Section 66001(d) of the Government Code, they shall be made in connection with the information required by Section 66006 of the Government Code; and

**WHEREAS**, Section 66006(b)(2) of the Government Code requires the Board of Trustees (“Board”) to review the information made available to the public at a regularly scheduled public meeting and any other relevant information including, but not limited to, that certain Developer Fees Report prepared for District entitled “DEVELOPER FEES REPORT” not less than fifteen (15) days after this Developer Fees Report is made available to the public; and

**WHEREAS**, the Developer Fees Report is on file at the District office and is herein incorporated by reference; and

**WHEREAS**, the District has complied with all of the foregoing provisions.

**NOW, THEREFORE, ON BEHALF OF THE DISTRICT IT IS HEREBY RESOLVED, DETERMINED AND ORDERED AS FOLLOWS:**



RESOLUTION #15-21  
DEVELOPER FEES REPORT

**Section 1.** That pursuant to Government Code Sections 66001(d) and 66006(b)(1) and (2), the District has made available to the public the requisite information and proposed findings concerning collection and expenditure of Developer Fees related to School Facilities for students resulting from new development within the District and authorized costs incidental thereto.

**Section 2.** That the Board of the District at public meeting has reviewed the following information pursuant to Government Code Section 66006(b)(1) as is required by Government Code Section 66006(b)(2);

**Section 3.** That the Board of the District at a public meeting has reviewed herein provided proposed findings as required by Government Code Section 66001(d):

**Section 4.** That the Board of the District hereby determines that all Developer Fees, collections and expenditures as set forth in the Developer Fees Report have been received, deposited, invested, accounted, expended and reported in compliance with the relevant sections of the Government Code and all other applicable laws.

**Section 5.** That the Board of the District hereby determines that no refunds and allocations of Developer Fees, as required by Government Code Section 66001, are deemed payable at this time.

**Section 6.** That the Board of the District hereby determines that the District is in compliance with Government Code Section 66000 et seq. relative to receipt, deposit, investment, accounting, expenditure, reporting or refund of Developer Fees received and expended relative to School Facilities for students generated from new development.

**ADOPTED, SIGNED AND APPROVED**, this 9<sup>th</sup> day of December, 2015.

BOARD OF TRUSTEES OF THE  
OXNARD SCHOOL DISTRICT

By: \_\_\_\_\_  
President of the Board of Trustees of  
the Oxnard School District

By: \_\_\_\_\_  
Clerk of the Board of Trustees of  
the Oxnard School District

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF VENTURA )

I, \_\_\_\_\_, Clerk of the Board of Trustees of the Oxnard School District, do hereby certify that the foregoing is a full, true and correct copy of Resolution #15-21 of said Board and that the same has not been amended or replaced.

Dated: December 9, 2015

By: \_\_\_\_\_  
Clerk of the Board of Trustees of the  
Oxnard School District

STATE OF CALIFORNIA    )  
  ) ss.  
COUNTY OF VENTURA    )

I, \_\_\_\_\_, Clerk of the Board of Trustees of the Oxnard School District, do hereby certify that the foregoing Resolution was duly adopted by the Board of Trustees of said District at a meeting of said Board held on the 9<sup>th</sup> day of December, 2015 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

By: \_\_\_\_\_  
Clerk of the Board of Trustees of the  
Oxnard School District

# OXNARD SCHOOL DISTRICT



## 2014-15 ANNUAL AND FIVE YEAR SCHOOL FACILITIES FEE REPORTS 2009-2010 Through 2014-2015

**Board Meeting: December 9, 2015**

Presented by:  
Ms. Lisa Cline  
Assistant Superintendent  
Business & Fiscal Services

## INTRODUCTION

Government Code 66000 et. Seq. requires annual and five-year reports for school fees and mitigation payments (“developer” fees).

This report summarizes the “developer” fee information for collections, revenues, and expenditures from fiscal year 2009-10 through fiscal year 2014-15.

Also included are City of Oxnard's share of site acquisition and Phase I costs for Brekke School. City of Oxnard payments along with the collections of developer fees for that area are committed for payments on the \$7,265,000.00 Certificates of Participation issued to cover the costs of Brekke School. The amount available for this purpose as of June 30, 2015 is \$3,840,961.04.

As a part of the H.E.R.O. Project Cooperation Agreement, Oxnard School District receives redevelopment agency taxes. These funds are restricted solely for the purpose of funding capital facilities projects for the benefit of the project area.

Additional facilities are needed for replacing the existing temporary facilities. Developer fees are used to provide interim housing during construction and/or leasing of portables; other sources are state construction money and bond funds. Actual receipt date of state money is unknown at this time.

Any questions on information provided in this report should be directed to the Assistant Superintendent of Business & Fiscal Services at (805) 385-1501, ext. 2401.

### **OXNARD SCHOOL DISTRICT DEVELOPER FEE REPORT SUMMARY Cumulative Revenue & Expenditures July 1, 1997 through June 2015**

	Fund 251
Beginning Fund Balance as of July 1, 1997	\$ 174,002
Cumulative Receipts thru June 2015:	\$47,490,897
Total Funds Available	\$47,664,899
Cumulative Expenditures thru June 2015:	\$41,728,272
Ending Fund Balance as of June 30, 2015	\$ 5,936,627

<b>Developer Fee Summary</b>							
	FY 2009-10	FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	Totals
Beginning Balance 7/1/1997	13,348,193.94	11,845,250.96	11,614,724.75	8,794,380.10	6,538,573.63	7,984,340.61	<b>174,002.01</b>
<b>REVENUE:</b>							<b>9,961.10</b>
Interest	235,110.37	139,609.85	68,521.30	39,288.30	38,554.85	20,859.58	<b>3,344,910.90</b>
Developer Fees	130,837.85	250,743.31	115,496.59	53,377.66	292,614.50	357,480.21	<b>16,190,564.11</b>
Developer Fees - NCSP(Pfieler)		560,159.54					<b>8,193,683.14</b>
Developer Fees - SB50							<b>2,132,081.67</b>
Donations							<b>959.63</b>
Redevelopment Agency Taxes	343,188.44	233,130.70	197,578.32	492,310.86	280,783.75	220,129.86	<b>2,527,607.33</b>
Transfer for COP pymt/Haydock Gym							<b>337,371.00</b>
Development Fees-NWGSP							<b>1,539,600.00</b>
Mitigation Agreement- 5th & Patterson							<b>2,853,512.25</b>
Mitigation Agreement- Mandalay							<b>1,500,000.00</b>
Miscellaneous			7,128.00		8,845,416.45	8,101.05	<b>8,860,645.50</b>
Total Revenue	709,136.66	1,183,643.40	388,724.21	584,976.82	9,457,369.55	606,570.70	<b>47,490,896.63</b>
<b>EXPENSES:</b>							
COP Debt Payment	1,042,352.24	259,449.60	452,383.01	470,314.01	468,640.13	471,289.13	<b>4,574,632.49</b>
RDA (Hero Project)	8,440.31	354,888.55	1,143,615.45	5,326.25	25,240.00		<b>1,629,207.92</b>
Fire/Alarm Upgrade							<b>628,868.06</b>
Needs Analysis/Legal	39,391.82	10,293.75	348,741.77	235,587.47	13,237.72	7,816.33	<b>857,976.41</b>
Refund of Developer Fees							<b>3,785.78</b>
CSR Expenses	92,417.72	-					<b>1,578,040.50</b>
Tele-Communication upgrade							<b>156,516.60</b>
iPad Deployment				1,006,400.07	7,227,628.58	2,039,717.94	<b>10,273,746.59</b>
P2P Preliminary Costs							<b>1,715,290.46</b>
Waiver Portables							<b>36,959.62</b>
Juan Soria School	207,304.89	54,018.22	146,116.07	983,245.02	(8,998.49)		<b>5,445,488.22</b>
Interim School							<b>3,889.68</b>
Seabridge Site	447,961.64	263,935.63	11,282.00	7,899.99	34,158.19		<b>2,367,630.40</b>
Teal Club						4,000.00	<b>4,000.00</b>
Curren	-	8,402.38			9,983.14	2,359.46	<b>1,035,037.47</b>
Driffill	-	5,898.78					<b>236,536.89</b>
Elm	4,088.00	2,975.80	200.00				<b>385,752.33</b>
Frank	-	59,338.73	277,151.58	44,172.00	44,172.00	44,172.00	<b>1,560,764.86</b>
Fremont	-	62,926.39	296,032.07	4,836.00	4,836.00	4,836.00	<b>1,053,091.81</b>
Harrington	-	7,414.59					<b>84,279.97</b>
Haydock	14,900.00	96,011.30	275,228.21	43,948.84	43,404.00	43,404.00	<b>955,796.80</b>
Chavez	-	31,560.03	11,790.00		9,983.14	2,571.99	<b>966,419.20</b>
Kamala	-	9,579.01	925.00		32,159.00	2,359.49	<b>352,880.09</b>
Lemonwood	19,760.00	37,668.38	18,955.54	13,200.00	13,200.00	14,300.00	<b>235,272.72</b>
Marina West	259,531.07	14,258.27	4,617.95				<b>625,317.96</b>
McAuliffe	7,500.00	18,943.40	20,681.16	16,719.81	19,633.30	7,731.50	<b>150,010.60</b>
Marshall	-	980.00	9,944.71	7,087.50	50,750.77		<b>1,069,289.97</b>

	FY 2009-10	FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	Totals
McKinna	-	1,599.80					<b>274,633.09</b>
Ramona	10,031.26		8,325.00				<b>18,356.26</b>
Brekke	4,494.00	1,605.00					<b>275,298.48</b>
Rose	4,452.00	34,969.17					<b>163,186.34</b>
San Miguel	-	9,359.30	14,798.51				<b>290,324.70</b>
Sierra Linda	24,334.95	25,556.14	74,844.04	445.00	14,974.70	2,359.53	<b>437,021.97</b>
Ritchen	3,857.00	1,377.50					<b>76,559.83</b>
Administrative Fees	21,262.74	41,159.89	93,436.79	1,601.33	8,600.39	17,328.30	<b>1,016,904.84</b>
Reinstate for Portable Costs is Bond Fund							<b>1,189,503.00</b>
Total Expenditures	2,212,079.64	1,414,169.61	3,209,068.86	2,840,783.29	8,011,602.57	2,664,245.67	<b>41,728,271.91</b>
Ending Balance	11,845,250.96	11,614,724.75	8,794,380.10	6,538,573.63	7,984,340.61	5,926,665.64	5,936,626.73
							<b>3,840,961.64</b>
							<b>600,217.82</b>
							<b>1,495,447.27</b>





**OXNARD SCHOOL DISTRICT  
SCHOOL FACILITIES DEVELOPER FEES REPORT  
FISCAL YEAR 2014-15**

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'MT
<b>Fees Paid AB181 To Date:</b>		<b>50,235.87</b>								
<b>Fees Paid SB50 To Date:</b>		<b>-</b>								
<b>SEPTEMBER 2014 ~</b>										
<b>RESIDENTIAL</b>										
09/03/14	Alvarado, Juan	2734 Geronimo Drive	1945	220-0-084-145	540	Addition		1,787.40		
09/03/14	Cruz, Cesar	2250 Kinsbridge Ln.	7940	188-0-067-045	444	Addition	1,469.64			
09/04/14	Vega, Pedro	644 N. "H" Street	3240	200-0-186-145	265	Addition		877.15		
09/25/14	Terraza De Las Cortes, L.P.	225 Carmelita Ct.	2135	201-090-115	15,274	New		50,556.94		
09/25/14	Terraza De Las Cortes, L.P.	235 Carmelita Ct.	2135	201-090-115	15,274	New		50,556.94		
09/25/14	Terraza De Las Cortes, L.P.	255 Carmelita Ct.	2135	201-090-115	15,274	New		50,556.94		
09/25/14	Terraza De Las Cortes, L.P.	245 Carmelita Ct.	2135	201-090-115	15,274	New		50,556.94		
09/25/14	Terraza De Las Cortes, L.P.	201 Carmelita Ct.	2135	201-090-115	1,876	New		6,209.56		
<b>COMMERCIAL</b>										
<b>Sub-Total September 2014</b>		<b>212,571.51</b>					<b>1,469.64</b>	<b>211,101.87</b>	<b>0.00</b>	<b>\$0.00</b>
Fees Exempt AB181 For September		1,469.64								
Fees Paid AB181 For September		211,101.87								
Fees Paid SB50 For September		-								
<b>Fees Exempt AB181 To Date:</b>		<b>10,575.45</b>								
<b>Fees Paid AB181 To Date:</b>		<b>261,337.74</b>								
<b>Fees Paid SB50 To Date:</b>		<b>-</b>								
<b>OCTOBER 2014 ~</b>										
<b>RESIDENTIAL</b>										
10/09/14	Schlesinger, Bill	2220 Southern Hill Dr.	5240	179-0-142-035	417	Addition	1,380.27			
10/14/14	Waldo, Denise	1034 W. Beverly Dr.	4150	200-283-010	1,904	Addition		\$6,302.24		
10/15/14	Mercer, Roxy	2340 Oneida Pl.	5355	181-0-073-025	112	Addition	370.72			
10/17/14	Franco, Laura	1313 W. Cedar Street	4320	203-0-092-220	488	Addition	1,615.28			
10/30/14	Rico, Dora	1139 Doris Avenue	4130	200-0-172-380	37	Addition	122.47			
<b>COMMERCIAL</b>										
10/4/2014	Cabrillo Economic Dev. Corp	902 Donlon Ave.	2700	201-0-281-145	794	Addition		\$282.66		
<b>Sub Total October 2014</b>		<b>\$10,073.64</b>					<b>3,488.74</b>	<b>\$6,584.90</b>	<b>0.00</b>	<b>\$0.00</b>
Fees Exemp AB181 For October		3,488.74								
Fees Paid AB181 For October		\$6,584.90								
Fees Paid SB50 For October		\$0.00								
Fees Exempt AB181 To Date:		14,064.19								
Fees Paid AB181 To Date:		267,922.64								
Fees Paid SB50 To Date:		-								

**OXNARD SCHOOL DISTRICT  
SCHOOL FACILITIES DEVELOPER FEES REPORT  
FISCAL YEAR 2014-15**

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'MT
<b>NOVEMBER 2014 ~</b>										
<b>RESIDENTIAL</b>										
11/13/14	Muneef & Mona Taian	2001 Hazeltine Dr.	6100	383-179-270-115	825	Addition		\$2,730.75		
<b>COMMERCIAL</b>										
<b>Sub-Total November 2014</b>		<b>\$2,730.75</b>					<b>\$0.00</b>	<b>\$2,730.75</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>NECSP</b>										
Fees Exempt AB181 For November		\$0.00								
Fees Paid AB181 For November		\$2,730.75								
Fees Paid SB50 For November		\$0.00								
<b>Fees Exempt AB181 To Date:</b>		<b>14,064.19</b>								
<b>Fees Paid AB181 To Date:</b>		<b>270,653.39</b>								
Fees Paid SB 50 To Date		-								
Fifth & Patterson Paid to Date		-								
<b>DECEMBER 2014~</b>										
<b>RESIDENTIAL</b>										
12/01/14	Flores, Alicia	1051 W. Kamala Street	4400	205-301-065	406	Addition	1,343.86			
12/03/14	Switzler, Nancy	218 S. G Street	3340	202-0-072-110	390	Addition	\$1,290.90			
12/03/14	Chavez, Jesus	1120 W. Deodar Ave.	4140	200-0-272-100	12	Addition	\$39.72			
12/04/14	Cano, Juan	410 N. Gibraltar Street	1630	216-083-045	435	Addition	\$1,439.85			
<b>COMMERCIAL</b>										
<b>Sub-Total December 2014</b>		<b>\$4,114.33</b>					<b>4,114.33</b>	<b>-</b>	<b>0.00</b>	<b>-</b>
Fees Exempt AB181 For December		4,114.33								
Fees Paid AB181 For December		-								
Fees Paid SB50 For December		-								
Fifth & Patterson Paid for December		\$0.00								
<b>Fees Exempt AB181 To Date:</b>		<b>18,178.52</b>								
<b>Fees Paid AB181 To Date:</b>		<b>270,653.39</b>								
Fees Paid SB50 To Date:		-								
Fifth & Patterson Paid to Date		-								
<b>JANUARY 2015~</b>										
<b>RESIDENTIAL</b>										

**OXNARD SCHOOL DISTRICT  
SCHOOL FACILITIES DEVELOPER FEES REPORT  
FISCAL YEAR 2014-15**

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'MT	
01/20/15	Browning, Alexis	4334 Meridian Ave	7940	188-0-066-075	775	Addition		2,565.25			
01/20/15	Federis, Ashley	1218 South G Street	3530	203-050-100	213	Addition	705.03				
01/29/15	Grant, David	1131 Capri Way	8740	191-091-215	5,240	New		17,344.40			
<b>COMMERCIAL</b>											
<b>Sub-Total January 2015</b>		<b>\$20,614.68</b>						<b>705.03</b>	<b>19,909.65</b>	<b>0</b>	<b>\$0.00</b>
Fees Exempt AB181 For January		705.03									
Fees Paid AB181 For January		19,909.65									
Fees Paid SB50 For January		-									
Fifth & Patterson Paid for January		\$0.00									
<b>Fees Exempt AB181 To Date:</b>		<b>18,883.55</b>									
<b>Fees Paid AB181 To Date:</b>		<b>290,563.04</b>									
<b>Fees Paid SB50 To Date:</b>		<b>-</b>									
<b>FEBRUARY 2015 ~</b>											
<b>RESIDENTIAL</b>											
02/25/15	Chavez, Alfonso	2441 South L Street	4410	205-312-055	1,500	Addition		4,965.00			
02/26/15	Lorenzen, Todd	515 E. Laurel Street	2950	204-191-275	617	Addition		2,042.27			
<b>COMMERCIAL</b>											
<b>Sub-Total February 2015</b>		<b>\$7,007.27</b>						<b>0.00</b>	<b>7,007.27</b>	<b>-</b>	<b>\$0.00</b>
Fees Exempt AB181 For February		-									
Fees Paid AB181 For February		7,007.27									
Fees Paid SB50 For February		-									
Fifth & Patterson Paid for February		\$0.00									
<b>Fees Exempt AB181 To Date:</b>		<b>18,883.55</b>									
<b>Fees Paid AB181 To Date:</b>		<b>297,570.31</b>									
<b>Fees Paid SB50 To Date:</b>		<b>-</b>									
<b>Fifth &amp; Patterson Paid to Date</b>		<b>-</b>									
<b>MARCH 2015~</b>											
<b>RESIDENTIAL</b>											
03/05/15	GM Builders	5142 Marlin Way	8760	191-0-133-195	165	Addition	546.15				
03/16/15	Chan, Patricia	5343 Surfrider Way	8715	191-0-052-055	278	Addition	920.18				
03/17/15	Mendoza, Alejandro	1256 South I Street	3560	203-0-044-150	1,812	New		5,997.72			
03/17/15	Alfaro, Eduardo	144 North I Street	4160	202-0-021-330	498	Addition	1,648.38				
03/19/15	Vega, Pedro	1641 McLoughlin Avenue	5840	183-0-373-045	200	Addition	662.00				
03/20/15	Gerstl, Theodore	2161 S. Victoria Avenue	7900	188-0-013-135	468	Addition	1,549.08				
03/01/15	Francis, Michael	5436 Reef Way	8710	191-0-045-055	118	Addition	390.58				

**OXNARD SCHOOL DISTRICT  
SCHOOL FACILITIES DEVELOPER FEES REPORT  
FISCAL YEAR 2014-15**

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'MT	
<b>COMMERCIAL</b>											
<b>Sub-Total March 2015</b>		<b>\$11,714.09</b>					<b>5,716.37</b>		<b>5,997.72</b>	<b>0.00</b>	<b>0.00</b>
Fees Exempt AB181 For March		5,716.37									
Fees Paid AB181 For March		5,997.72									
Fees Paid SB50 For March		-									
Fifth & Patterson Paid for March		\$0.00									
<b>Fees Exempt AB181 To Date:</b>		<b>24,599.92</b>									
<b>Fees Paid AB181 To Date:</b>		<b>303,568.03</b>									
<b>Fees Paid SB50 To Date:</b>		<b>-</b>									
<b>Fifth &amp; Patterson Paid to Date</b>		<b>0.00</b>									
<b>April 2015 ~</b>											
<b>RESIDENTIAL</b>											
04/06/15	Cruz, Cesar	4540 Eastbourne Bay	7870	188-091-195	800	Addition		2,648.00			
04/07/15	Vazquez Serna, Ruben	1045 W. Fir Avenue	4330	203-150-185	499	Addition	1,651.69				
04/17/15	Melgoza, Carlos	944 King Street	3520	202-165-250-025	112	Addition	342.72				
04/21/15	Tostado, Juan	651 Deodar Avenue	3250	200-301-160	180	Addition	550.80				
04/22/15	Renovation Builders	1131 W. First Street	4160	202-233-315	470	Addition	1,438.20				
04/23/15	Gerber, Karl	4030 W. Hemlock Street	7910	188-0-041-045	522	Addition		1,597.32			
04/28/15	Escalera, Jorge	2721 W. Hemlock	5850	183-404-105	1,308	Addition		4,002.48			
<b>COMMERCIAL</b>											
<b>Sub-Total April 2015</b>		<b>\$12,231.21</b>					<b>3,983.41</b>		<b>8,247.80</b>	<b>-</b>	<b>\$0.00</b>
Fees Exempt AB181 For April		3,983.41									
Fees Paid AB181 For April		8,247.80									
Fees Paid SB50 For April		-									
<b>Fees Exempt AB181 To Date:</b>		<b>28,583.33</b>									
<b>Fees Paid AB181 To Date:</b>		<b>311,815.83</b>									
<b>Fees Paid SB50 To Date:</b>		<b>-</b>									
<b>MAY 2015-</b>											
<b>RESIDENTIAL</b>											
<b>Sub-Total May 2015</b>		<b>\$0.00</b>					<b>0.00</b>		<b>0.00</b>	<b>0</b>	<b>0</b>



**OXNARD SCHOOL DISTRICT  
School Facilities Developer Fees Report  
2013 - 2014**

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'MT
<b>July 2013~</b>										
<b>RESIDENTIAL</b>										
7/1/13	Ruben Gonzalez (Refund)	2724 S. M Street		205-194-295				-1482.03		
7/1/13	Guido J. Gollner	630 Fernwood Dr.	2645	201-0-115-170	499	Addition	1,501.99			
7/12/13	Dionisiu Rodriguez	529 S. E Street	3420	202-0-121-020	451	Addition	1,357.51			
7/12/13	Leticia Hernandez	1225 Camellia St.	4070	139-131-015	69	Addition	207.69			
7/17/13	Reuben Simchoni	5348 Breakers Way	8710	191-0-033-035	492	Addition	1,480.92			
7/24/13	Juan Francisco Palacos	145 W. Guava St	3630	203-222-060	2390	Addition		7,193.90		
7/25/2013	Gary Brant	1471 Port Dr.	6630	187-0-152-075	184	Addition	553.84			
7/26/13	Joel Alarcon	1005 Viviana Dr	2000	215-114-105	475	Addition	1,429.75			
7/28/13	Bonnie Quinton	201 Novaco Dr	7900	188-0-021-185	573	Addition		1,724.73		
7/30/13	Fernando Gonzalez	335 Doris Ave	3210	200-0-244-130	287	Addition	863.87			
<b>COMMERCIAL</b>										
7/24/13	Lou Pagiano	1600 Beacon Pl		220-0-293-235	3,272	New		1,102.66		
7/25/13	Pacific West Builders	705 N. Oxnards Blvd	3200	200-0-252-120	47,296	New		147,236.00		
<b>Sub Total July 2013</b>		<b>\$163,170.83</b>					<b>7,395.57</b>	<b>155,775.26</b>	<b>0.00</b>	<b>\$0.00</b>
Fees Exempt AB181 For July		7,395.57								
Fees Paid AB181 For July		155,775.26								
Fees Paid SB50 For July		-								
<b>Fees Exempt AB181 To Date:</b>		<b>7,395.57</b>								
<b>Fees Paid AB181 To Date:</b>		<b>155,775.26</b>								
<b>Fees Paid SB50 To Date:</b>		<b>-</b>								
<b>August 2013~</b>										
<b>RESIDENTIAL</b>										
8/13/13	Gregory Fast	5303 Surfrider Way	8715	191-0-061-015	974	Addition		2,931.74		
8/15/13	Maria I. Echeuerria	153 E. Elm	2900	204-082-120	325	Addition	978.25			
8/26/2013	William Jones	3151 Neap Ct	6620	187-0-133-155	115	Addition	346.15			
8/28/13	John Fenske	5216 Outrigger Way	8730	191-0-074-025	267	Addition	803.67			
<b>COMMERCIAL</b>										
<b>Sub-Total August 2013</b>		<b>\$0.00</b>					<b>2,128.07</b>	<b>2,931.74</b>	<b>0.00</b>	<b>0.00</b>
Fees Exempt AB181 For August		2,128.07								
Fees Paid AB181 For August		2,931.74								
Fees Paid SB50 For August		-								
<b>Fees Exempt AB181 To Date:</b>		<b>9,523.64</b>								
<b>Fees Paid AB181 To Date:</b>		<b>158,707.00</b>								
<b>Fees Paid SB50 To Date:</b>		<b>-</b>								
<b>SEPTEMBER 2013 ~</b>										

**OXNARD SCHOOL DISTRICT  
School Facilities Developer Fees Report  
2013 - 2014**

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'MT
<b>RESIDENTIAL</b>										
9/6/2013	Saul Vigil	1731 Arcadia St	2910	204-121-465	136	Addition	409.36			
9/6/2013	Larry Rogers	2181 Hughes Dr.		219-0-025-130	440	Addition	1,324.44			
9/11/2013	Ruben Chavez	247 Deodar Ave	3210	200-0-321-050	1,469	Addition		4,421.69		
9/25/2013	Sienna Breakers	5200 Breakers Way	8710	191-0-033-345	17,626	New		53,054.26		
<b>COMMERCIAL</b>										
9/12/2013	Western Precooling	1560 Mountain View	2200	201-0-302-020	78,603	New		26,489.21		
<b>Sub-Total September 2013</b>		<b>85,698.96</b>					<b>1,733.80</b>	<b>83,965.16</b>	<b>0.00</b>	<b>\$0.00</b>
Fees Exempt AB181 For September 1,733.80										
Fees Paid AB181 For September 83,965.16										
Fees Paid SB50 For September -										
<b>Fees Exempt AB181 To Date: 11,257.44</b>										
<b>Fees Paid AB181 To Date: 242,672.16</b>										
<b>Fees Paid SB50 To Date: -</b>										
<b>OCTOBER 2013 ~</b>										
<b>RESIDENTIAL</b>										
10/7/2013	Rodolfo Lopez	321 N. Bonita Ave	2611	201-0-062-070	120	Addition	361.20			
10/16/2013	Pecho Mendez	245 E. Guava St.	2920	204-0-084-040	496	Addition	1,740.96			
10/18/2013	Don Villafana	1050 Stern Ln.	5680	185-0-087-135	119	Addition	417.69			
10/18/2013	Direct Remodeling	2011 Olga St.	5220	179-101-045	105	Addition	316.05			
10/23/2013	David Nicodemos	1520 Mandalay Beach Rd.	8770	191-0-153-035	223	Addition	671.23			
10/23/2013	Gloria Rodorte	1640 McLaughlin Ave.	5840	183-0-371-055	367	Addition	1,104.67			
10/30/2013	West Coast	4500 Eastbourne Bay	7870	188-0-100-015	171	Addition	514.71			
<b>COMMERCIAL</b>										
<b>Sub Total October 2013</b>		<b>\$5,126.51</b>					<b>5,126.51</b>	<b>0.00</b>	<b>0.00</b>	<b>\$0.00</b>
Fees Exemp AB181 For October 5,126.51										
Fees Paid AB181 For October \$0.00										
Fees Paid SB50 For October \$0.00										
-										
<b>Fees Exempt AB181 To Date: 16,383.95</b>										
<b>Fees Paid AB181 To Date: 242,672.16</b>										
<b>Fees Paid SB50 To Date: -</b>										

**OXNARD SCHOOL DISTRICT**  
**School Facilities Developer Fees Report**  
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DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'MT
<b>NOVEMBER 2013~</b>										
<b>RESIDENTIAL</b>										
11/13/2013	Jorge Cueto	2121 Spyglass Trail West	5270	179-0-151-235	278	Addition	\$836.78			
11/21/2013	Anthony Rondinella	2110 Peninsula Rd	7910	188-0-044-065	2,983	New		\$8,978.83		
<b>COMMERCIAL</b>										
11/13/2013	Garnica's Construction, Inc	800 Commercial	2700	201-342-015	7,310	New		\$2,463.47		
<b>Sub-Total November 2013</b>							<b>\$836.78</b>	<b>\$11,442.30</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>NECSP</b>										
Fees Exempt AB181 For November		\$836.78								
Fees Paid AB181 For November		\$11,442.30								
Fees Paid SB50 For November		\$0.00								
Fees Exempt AB181 To Date:		17,220.73								
Fees Paid AB181 To Date:		254,114.46								
Fees Paid SB 50 To Date		-								
Fifth & Patterson Paid to Date		-								
<b>DECEMBER 2013~</b>										
<b>RESIDENTIAL</b>										
12/2/2013	Vered Nissan	1010 Canal St	7660	196-0-033-285	379	Addition	\$1,140.79			
12/3/2013	Refund									-\$2,249.52
12/4/2013	Carmen Ortiz	215 N. H St.	4150	200-0-284-120	420	Addition	\$1,264.20			
<b>COMMERCIAL</b>										
<b>Sub-Total Month of December</b>		<b>\$155.47</b>					<b>2,404.99</b>	<b>(2,249.52)</b>	<b>0.00</b>	<b>-</b>
Fees Exempt AB181 For December		2,404.99								
Fees Paid AB181 For December		(2,249.52)								
Fees Paid SB50 For December		-								
Fifth & Patterson Paid for December		\$0.00								
Fees Exempt AB181 To Date:		19,625.72								
Fees Paid AB181 To Date:		251,864.94								
Fees Paid SB50 To Date:		-								
Fifth & Patterson Paid to Date		-								
<b>JANUARY 2014~</b>										
<b>RESIDENTIAL</b>										



**OXNARD SCHOOL DISTRICT**  
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DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'MT
1/16/2014	Jorge Cueto	2121 Spyglass Trail West	5270	179-0-151-235	78	Addition	234.78			
1/24/2014	Pedro Vega	1961 Pericles Pl	1955	220-0-081-035	496	Addition	1,492.96			
1/29/2014	Maria Ponle	152 W. Iris St	3630	203-292-040	141	Addition	424.41			
<b>COMMERCIAL</b>										
<b>Sub-Total January 2014</b>		<b>\$2,152.15</b>					<b>2,152.15</b>	<b>0.00</b>	<b>0</b>	<b>\$0.00</b>
Fees Exempt AB181 For January		2,152.15								
Fees Paid AB181 For January		-								
Fees Paid SB50 For January		-								
Fifth & Patterson Paid for January		\$0.00								
<b>Fees Exempt AB181 To Date:</b>		<b>21,777.87</b>								
<b>Fees Paid AB181 To Date:</b>		<b>251,864.94</b>								
<b>Fees Paid SB50 To Date:</b>		<b>-</b>								
<b>Fifth &amp; Patterson Paid To Date:</b>		<b>-</b>								
<b>FEBRUARY 2014 ~</b>										
<b>RESIDENTIAL</b>										
2/6/2014	Maria Hilda Bravo Vargas	555 E. Laurel St	2950	204-191-230	76	Addition	228.76			
2/11/2014		955 Mandalay Beach	8720	191-051-385	44	Addition	132.44			
2/18/2014	Walter Hagedohm	5300 Whitecap St	8725	191-084-085	3144	New		9463.44		
<b>COMMERCIAL</b>										
<b>Sub-Total February 2014</b>		<b>\$9,824.64</b>					<b>361.20</b>	<b>9,463.44</b>	<b>-</b>	<b>\$0.00</b>
Fees Exempt AB181 For February		361.20								
Fees Paid AB181 For February		9,463.44								
Fees Paid SB50 For February		-								
Fifth & Patterson Paid for February		\$0.00								
<b>Fees Exempt AB181 To Date:</b>		<b>22,139.07</b>								
<b>Fees Paid AB181 To Date:</b>		<b>261,328.38</b>								
<b>Fees Paid SB50 To Date:</b>		<b>-</b>								
<b>Fifth &amp; Patterson Paid to Date:</b>		<b>-</b>								
<b>MARCH 2014~</b>										
<b>RESIDENTIAL</b>										
3/20/2014	Lopez	1941 Pericles	1955	220-081-035	499	Addition	1,751.49			
3/25/2014	Raul Orozco	153 S. Garfield Ave.	2630	201-126-060	129	Addition	388.29			
<b>COMMERCIAL</b>										



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DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'MT
Fees Paid AB181 To Date:		268,468.05								
Fees Paid SB50 To Date:		-								
Fifth & Patterson Paid To Date		0.00								
<b>JUNE 2014--</b>										
<b>RESIDENTIAL</b>										
6/4/2014	Rod Perryman	1100 Capri Way	8735	191-0-087-015	376	Addition	1,244.56			
6/5/2014	Guadalupe Garcia	1437 W. Beverly Drive	4150	200-0-262-150	494	Addition	1,635.14			
6/9/2014	R. Sandefer Construction	1409 Marine Way	8760	191-0-132-415	4,644	New		15,371.64		
6/13/2014	Cynthia & Jason Allen	1120 W. Robert Ave.	4120	200-163-315	204	Addition	675.24			
6/18/2014	Fernando Sevilla	2240 Jamestown Blvd.	7940	188-0-064-025	858	Addition		2,839.98		
6/30/2014	Robert & Monica Paryer	2015 Napoli Dr.	7900	188-0-015-015	140	Addition	463.40			
6/30/2014	Alma Garcia	1421 Crest Ct.	6640	187-0-034-235	747	Addition		2,472.57		
6/30/2014	Orlando Herrera	436 S. E Street	3240	202-0-086-110	1,046	New		3,462.26		
<b>COMMERCIAL</b>										
							0			
<b>Sub-Total Month of June 2014</b>		<b>\$28,164.79</b>					<b>4,018.34</b>	<b>24,146.45</b>	<b>0.00</b>	<b>\$0.00</b>
Fees Exempt AB181 For June		4,018.34								
Fees Paid AB181 For June		24,146.45								
Fees Paid SB50 For June		0.00								
Fifth & Patterson Paid for June		\$0.00								
<b>Fiscal Year 2013-14 Grand Totals</b>										
Fees Exempt AB181 To Date:		33,590.45								
Fees Paid AB181 To Date:		292,614.50								
Fees Paid SB50 To Date:		-								
Fifth & Patterson Paid To Date		-								
<b>Grand Total All</b>		<b>326,204.95</b>								

OXNARD SCHOOL DISTRICT  
SCHOOL FACILITIES DEVELOPER FEES REPORT  
2012-2013

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'M'T
<b>July 2012~</b>										
<b>RESIDENTIAL</b>										
7/10/12	Jorge V. Quintero	1235 Escalon Dr. Oxnard, Ca. 93030	5710	186-036-205	196	Addition	582.12			
<b>COMMERCIAL</b>										
<b>Sub Total July 2012</b>		<b>\$582.12</b>					<b>582.12</b>	<b>0.00</b>	<b>0.00</b>	<b>\$0.00</b>
Fees Exempt AB181 For July		582.12								
Fees Paid AB181 For July		-								
Fees Paid SB50 For July		-								
<b>Fees Exempt AB181 To Date:</b>		<b>582.12</b>								
<b>Fees Paid AB181 To Date:</b>		<b>-</b>								
<b>Fees Paid SB50 To Date:</b>		<b>-</b>								
<b>August 2012~</b>										
<b>RESIDENTIAL</b>										
8/6/12	Jeffrey Jordan	3650 Oarfish Ln Oxnard, Ca. 93030	6580	186-0-023-135	318	Addition	944.46			
8/17/12	Elvira Ortiz	168 E. Date Oxnard, Ca. 93030	2830	204-082-360	61	Addition	181.17			
8/21/2012	Ron Brown	611 Oleander Dr. Oxnard, Ca. 93030	3740	203-333-275	506	Addition		1502.82		
8/30/12	Virginia Gonzalez	815 Colonia Rd. Oxnard, Ca 93030	2610	201-033-140	48	Addition	142.56			
<b>COMMERCIAL</b>										
<b>Sub-Total August 2012</b>		<b>\$1,502.82</b>					<b>1,268.19</b>	<b>1,502.82</b>	<b>0.00</b>	<b>0.00</b>
Fees Exempt AB181 For August		1,268.19								
Fees Paid AB181 For August		1,502.82								
Fees Paid SB50 ForAugust		-								
<b>Fees Exempt AB181 To Date:</b>		<b>1,850.31</b>								
<b>Fees Paid AB181 To Date:</b>		<b>1,502.82</b>								
<b>Fees Paid SB50 To Date:</b>		<b>-</b>								

**OXNARD SCHOOL DISTRICT  
SCHOOL FACILITIES DEVELOPER FEES REPORT  
2012-2013**

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'M'T
<b>SEPTEMBER 2012 ~</b>										
<b>RESIDENTIAL</b>										
9/11/2012	MR & Mrs. Guglielmo	5320 Moonstone Wy Oxnard, Ca.	8740	191-0-093-035	326	Addition	968.22			
9/12/2012	Jose Garcia	415 N. Roosevelt Ave Oxnard, Ca	2621	201-0-055-040	495	Addition	1,470.15			
9/13/2012	Mary Dlstatam	4435 Gateshead Bay Oxnard, Ca	7875	188-0-100-315	30	Addition	89.10			
9/17/2012	Arthur Stone	2005 Greencastle Wy Oxnard, Ca	7920	188-0-055-025	2,900	Addition		8,613.00		
9/18/2012	David Fernandez	511 Janetwood St. Oxnard, Ca	3050	200-0-031-115		Addition	400.95			
<b>COMMERCIAL</b>										
9/18/2012	Fisher & Sons Inc	1250 E. Third St. Oxnard, Ca.	2615	201-0-170-515	2,615	Commercial		15,165.00		
<b>Sub-Total September 2012</b>										
		<b>26,706.42</b>						<b>2,928.42</b>	<b>23,778.00</b>	<b>0.00</b>
	Fees Exempt AB181 ForSeptember	2,928.42								
	Fees Paid AB181 For September	23,778.00								
	Fees Paid SB50 For September	-								
	<b>Fees Exempt AB181 To Date:</b>	<b>4,778.73</b>								
	<b>Fees Paid AB181 To Date:</b>	<b>25,280.82</b>								
	<b>Fees Paid SB50 To Date:</b>	-								
<b>OCTOBER 2012 ~</b>										
<b>RESIDENTIAL</b>										
10/2/2012	Chandler Blvd Mgmt LLC	515 N Roosevelt Ave Oxnard, Ca	2620	201-0-023-080	1,307	Addition		\$3,881.79		
<b>COMMERCIAL</b>										
10/23/2012	Jim Curtis	2899 W. Fifth St. Oxnard, Ca		183-0-100-525	800	Commercial		\$269.60		
<b>Sub Total October 2012</b>										
		<b>\$4,151.39</b>						<b>0.00</b>	<b>4,151.39</b>	<b>0.00</b>
	Fees Exemp AB181 For October	-								
	Fees Paid AB181 For October	\$4,151.39								
	Fees Paid SB50 For October	\$0.00								
		-								
	<b>Fees Exempt AB181 To Date:</b>	<b>4,778.73</b>								
	<b>Fees Paid AB181 To Date:</b>	<b>29,432.21</b>								
	<b>Fees Paid SB50 To Date</b>	-								

**OXNARD SCHOOL DISTRICT  
SCHOOL FACILITIES DEVELOPER FEES REPORT  
2012-2013**

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'M'T
<b>NOVEMBER 2012'</b>										
<b>RESIDENTIAL</b>										
11/1/2012	Mayra Franco	1420 Valley Park Oxnard	3610	203-133-150	300	Addition	\$891.00			
11/5/2012	Barbara Paderni	1274 W. Birch St. Oxnard, Ca	4320	203-0-092-330	491	Addition	\$1,458.27			
11/5/2012	Jose Garcia	242 W. Elm St. Oxnard, Ca	3610	203-0-211-215	375	Addition	\$1,113.75			
11/7/2012	Greg Aragon	3224 Dove Canyon Dr. Oxnard, Ca	6100	179-0-270-075	214	Addition	\$635.58			
11/16/2012	Saul Vigil	223 S. Roosevelt Ave Oxnard, Ca	2615	201-0-128-120	351	Addition	\$1,042.47			
11/28/2012	Pedro Vega	1835 Napoleon Ave Oxnard, Ca	1970	220-0-105-235	493	Addition	\$1,464.21			
<b>COMMERCIAL</b>										
<b>Sub-Total November 2012</b>										
		<b>\$6,605.28</b>					<b>\$6,605.28</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>NECSP</b>										
Fees Exempt AB181 For November		\$6,605.28								
Fees Paid AB181 For November		\$0.00								
Fees Paid SB50 For November		\$0.00								
<b>Fees Exempt AB181 To Date:</b>		<b>11,384.01</b>								
<b>Fees Paid AB181 To Date:</b>		<b>29,432.21</b>								
<b>Fees Paid SB 50 To Date</b>		<b>-</b>								
<b>Fifth &amp; Patterson Paid to Date</b>		<b>-</b>								
<b>DECEMBER 2012~</b>										
<b>RESIDENTIAL</b>										
12/12/2012	Maria Vine	1024 Piedmont St. Oxnard, Ca.	5620	183-0-184-155	115	Addition	\$341.55			
<b>COMMERCIAL</b>										
<b>Sub-Total Month of December</b>										
		<b>\$341.55</b>					<b>341.55</b>	<b>-</b>	<b>0.00</b>	<b>-</b>
Fees Exempt AB181 For December		341.55								
Fees Paid AB181 For December		-								
Fees Paid SB50 For December		-								
Fifth & Patterson Paid for December		\$0.00								
<b>Fees Exempt AB181 To Date:</b>		<b>11,725.56</b>								
<b>Fees Paid AB181 To Date:</b>		<b>29,432.21</b>								
<b>Fees Paid SB50 To Date:</b>		<b>-</b>								
<b>Fifth &amp; Patterson Paid to Date</b>		<b>-</b>								

**OXNARD SCHOOL DISTRICT  
SCHOOL FACILITIES DEVELOPER FEES REPORT  
2012-2013**

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'M'T
<b>JANUARY 2013~</b>										
<b>RESIDENTIAL</b>										
1/7/2013	Sam Vigil	1270 Hibiscus St. Oxnard, Ca	4050	139-113-095	199	Addition	591.03			
1/10/2013	Dream Home Remodeling	5036 Amalfi Way Oxnard, Ca	8770	191-0-153-045	161	Addition	478.17			
1/25/2013	Luis Mendoza	227 N. Bonita Ave Oxnard, Ca	261	201-0-062-110	236	Addition	700.92			
<b>COMMERCIAL</b>										
<b>Sub-Total January 2013</b>										
		<b>\$1,770.12</b>					<b>1,770.12</b>	<b>0.00</b>	<b>0</b>	<b>\$0.00</b>
Fees Exempt AB181 For January		1,770.12								
Fees Paid AB181 For January		-								
Fees Paid SB50 For January		-								
Fifth & Patterson Paid for January		\$0.00								
<b>Fees Exempt AB181 To Date:</b>		<b>13,495.68</b>								
<b>Fees Paid AB181 To Date:</b>		<b>29,432.21</b>								
<b>Fees Paid SB50 To Date:</b>		<b>-</b>								
<b>Fifth &amp; Patterson Paid to Date:</b>		<b>-</b>								
<b>FEBRUARY 2013 ~</b>										
<b>RESIDENTIAL</b>										
2/5/2013	Stuart Horwitz	1581 Mandalay Beach Rd Oxnard, Ca	8770	191-0-420-095	56	Addition	166.32			
<b>COMMERCIAL</b>										
2/6/2013	Ailsam Channel Island LLC	1811 E Channel Island Blvd	2410	P200-5-55	4,604	Commercial		1,551.55		
<b>Sub-Total February 2013</b>										
		<b>\$1,717.87</b>					<b>166.32</b>	<b>1,551.55</b>	<b>-</b>	<b>\$0.00</b>
Fees Exempt AB181 For February		166.32								
Fees Paid AB181 For February		1,551.55								
Fees Paid SB50 For February		-								
Fifth & Patterson Paid for February		\$0.00								
<b>Fees Exempt AB181 To Date:</b>		<b>13,662.00</b>								
<b>Fees Paid AB181 To Date:</b>		<b>30,983.76</b>								
<b>Fees Paid SB50 To Date:</b>		<b>-</b>								
<b>Fifth &amp; Patterson Paid to Date:</b>		<b>-</b>								

**OXNARD SCHOOL DISTRICT  
SCHOOL FACILITIES DEVELOPER FEES REPORT  
2012-2013**

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'M'T
<b>MARCH 2013~</b>										
<b>RESIDENTIAL</b>										
3/4/2013	Victoria Zuniga	1731 Piedmont St. Oxnard, Ca.	5800	183-0-314-145	354	Addition	1,051.38			
3/13/2013	Sergio Loya	2034 Rhonda St. Oxnard, Ca	5230	179-0-061-055	490	Addition	1,455.30			
3/13/2013	Hilario Valdez	874 Saratoga St. Oxnard, Ca/	5615	183-+0-171-045-0	72	Addition	213.84			
3/20/2013	L.M. Fout	5317 Surfrider Way Oxnard, Ca	8715	191-0-052-115	2,678	New		7,953.66		
3/25/2013	Guadalupe Llamas	574 E Kamala St. Oxnard, Ca.	2940	204-191-080	498	Addition	1,479.06			
3/26/2013	Ruben Gonzalez	2724 S "M" St. Oxnard, Ca.		205-194-295	499	Addition	1,482.03			
<b>COMMERCIAL</b>										
<b>Sub-Total March 2013</b>										
		<b>\$13,635.27</b>					<b>5,681.61</b>	<b>7,953.66</b>	<b>0.00</b>	<b>0.00</b>
Fees Exempt AB181 For March		5,681.61								
Fees Paid AB181 For March		7,953.66								
Fees Paid SB50 For March		-								
Fifth & Patterson Paid for March		\$0.00								
<b>Fees Exempt AB181 To Date:</b>		<b>19,343.61</b>								
<b>Fees Paid AB181 To Date:</b>		<b>38,937.42</b>								
<b>Fees Paid SB50 To Date:</b>		<b>-</b>								
<b>Fifth &amp; Patterson Paid to Date</b>		<b>0.00</b>								
<b>April 2013 ~</b>										
<b>RESIDENTIAL</b>										
4/2/2013	Gene Snyder	4131 Romney Ave Oxnard, Ca.	7920	188-0-045-245	530	Addition		1,574.10		
4/8/2013	Barbara Mallany & Ken Riggs	1751 Callas Ct Oxnard, Ca	5710	183-411-275	123	Addition	365.31			
4/19/2013	Salvador Salas	1270 So "J" St. Oxnard, Ca.	3560	203-031-270	568	Addition		1,687.00		
<b>COMMERCIAL</b>										
<b>Sub-Total April 2013</b>										
		<b>\$3,626.41</b>					<b>365.31</b>	<b>3,261.10</b>	<b>-</b>	<b>\$0.00</b>
Fees Exempt AB181 For April		365.31								
Fees Paid AB181 For April		3,261.10								
Fees Paid SB50 For April		-								
<b>Fees Exempt AB181 To Date:</b>		<b>19,708.92</b>								
<b>Fees Paid AB181 To Date:</b>		<b>42,198.52</b>								
<b>Fees Paid SB50 To Date:</b>		<b>-</b>								



OXNARD SCHOOL DISTRICT  
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DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'M'T
<b>MAY 2013~</b>										
<b>RESIDENTIAL</b>										
5/21/2013	Conejo Construction	135 S. "C" St. Oxnard, Ca	3270	202-046-050	2,726	New		8,205.26		
5/21/2013	Conejo Construction	137 S. "C" St. Oxnard, Ca	3270	202-046-050	988	New		2,973.88		
<b>Sub-Total May 2013</b>										
		<b>\$11,179.14</b>					<b>0.00</b>	<b>11,179.14</b>	<b>0</b>	<b>0</b>
Fees Exempt AB181 For May										
		-								
Fees Paid AB181 For May										
		11,179.14								
Fees Paid SB50 For May										
		0								
Fifth & Patterson Paid for May										
		0								
<b>Fees Exempt AB181 To Date:</b>										
		<b>19,708.92</b>								
<b>Fees Paid AB181 To Date:</b>										
		<b>53,377.66</b>								
<b>Fees Paid SB50 To Date:</b>										
		-								
<b>Fifth &amp; Patterson Paid To Date</b>										
		<b>0.00</b>								
<b>JUNE 2013~</b>										
<b>RESIDENTIAL</b>										
6/6/2013	Gerardo Magallon	573 E. Channel Islands Blvd Oxnard	2960	204-0-233-395	300	Addition	903.00			
6/28/2013	Alicia Flores	1051 W. Kamala St. Oxnard, Ca.	400	205-0-301-065	400	Addition	1,204.00			
<b>COMMERCIAL</b>										
<b>Sub-Total Month of June 2013</b>										
		<b>\$2,107.00</b>					<b>2,107.00</b>	<b>0.00</b>	<b>0.00</b>	<b>\$0.00</b>
Fees Exempt AB181 For June										
		2,107.00								
Fees Paid AB181 For June										
		-								
Fees Paid SB50 For June										
		0.00								
Fifth & Patterson Paid for June										
		\$0.00								
<b>Grand Totals</b>										
<b>Fees Exempt AB181 To Date:</b>										
		<b>21,815.92</b>								
<b>Fees Paid AB181 To Date:</b>										
		<b>53,377.66</b>								
<b>Fees Paid SB50 To Date:</b>										
		-								
<b>Fifth &amp; Patterson Paid To Date</b>										
		-								
<b>Grand Total All</b>										
		<b>75,193.58</b>								

**OXNARD SCHOOL DISTRICT  
SCHOOL FACILITIES (DEVELOPER) FEES REPORT  
2011-2012**

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1	LEVEL 2	FIFTH
								PAID AB181 FEE	PAID SB50 FEE	AND PATTERSON AGR'M'T
<b>July 2011~</b>										
<b>RESIDENTIAL</b>										
7/7/11	Almanza, Alex	1035 Piedmont St. Oxnard, Ca.	5620	183-0-183-095	106	Addition	372.06			
7/12/2011	Santoyo, Ricardo	2625 Lassen St. Oxnard, Ca.	4420	205-0-194-425	293	Addition	1,028.43			
							1,400.49			
<b>COMMERCIAL</b>										
Sub Total July 2011		\$0.00							0.00	\$0.00
Fees Exempt AB181 For July		2,428.92								
Fees Paid AB181 For July		-								
Fees Paid SB50 For July		-								
<b>Fees Exempt AB181 To Date:</b>		<b>2,428.92</b>								
<b>Fees Paid AB181 To Date:</b>		<b>-</b>								
<b>Fees Paid SB50 To Date:</b>		<b>-</b>								
<b>August 2011~</b>										
<b>RESIDENTIAL</b>										
8/1/11	Prucher, Steven	5306 Reef Way Oxnard, Ca	8710	191-0-045-015	91	Addition	319.41			
8/1/11	Johnson, Jeff	5222 Whitecap St. Oxnard, Ca	8725	191-0-084-155	130	Addition	456.30			
8/10/2011	Guzman-Lopez, Miguel A.	1650 Licho Way Oxnard, Ca.	2000	215-0-127-055	242	Addition	849.42			
8/12/11	Salwa, Alfiadl	506 Glenwood Dr. Oxnard, Ca	3070	200-0-022-165	2038	Addition		7,153.38		
8/12/2011(.50 Donation)	Salwa, Alfiadl	506 Glenwood Dr. Oxnard, Ca	3070	200-0-022-165	2038	Addition		0.50		
8/16/11	Soto, Jose	143 Alpine St. Oxnard, Ca	1670	216-0-071-085	499	Addition	1,751.49			
8/24/11	Cadiz, Alfredo	1034 Rialto St. Oxnard, Ca. 93035	5620	183-0-183-145	40	Addition	140.40			
8/24/11	Mora, Moises	1814 Valley Park Dr. Oxnard, Ca.	3620	203-0-222-130	440	Addition	1,544.40			
<b>COMMERCIAL</b>										
8/9/11	DeHart, Dave	1720 Mountain View Ave Oxnard, Ca	2200	201-0-302-225	968	Commercial		300.08		
							5,061.42	7,453.96		
Sub-Total August 2011		\$7,453.96								0
Fees Exempt AB181 For August		5,061.42								
Fees Paid AB181 For August		7,453.96								
Fees Paid SB50 For August										
<b>Fees Exempt AB181 To Date:</b>		<b>7,490.34</b>								
<b>Fees Paid AB181 To Date:</b>		<b>7,453.96</b>								
<b>Fees Paid SB50 To Date:</b>		<b>-</b>								

**OXNARD SCHOOL DISTRICT  
SCHOOL FACILITIES (DEVELOPER) FEES REPORT  
2011-2012**

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1	LEVEL 2	FIFTH
								PAID AB181 FEE	PAID SB50 FEE	AND PATTERSON AGR'M/T
<b>SEPTEMBER 2011 ~</b>										
<b>RESIDENTIAL</b>										
9/8/2011	Cruz, Cesar	2651 Beaufort Dr. Oxnard, Ca	1955	220-0-085-035	25	Addition	87.75			
9/26/2011	Orozco, Raul	226 W. Magnolia Oxnard, Ca.	3230	202-0-053-030	584	Addition		2,049.84		
9/30/2011	Covarrubias, Faustino	1965 Patricia St. Oxnard, Ca	5230	179-0-011-065	648	Addition		2,274.48		
<b>COMMERCIAL</b>										
9/30/2011	Galaxy Botanicals, LLC	1251 Stellar Dr. Oxnard, Ca.		220-0-291-505	1,227	Commercial		380.37		
Sub-Total September 2011		4,792.44					87.75	4,704.69	0.00	\$0.00
Fees Exempt AB181 For September		87.75								
Fees Paid AB181 For September		4,704.69								
Fees Paid SB50 For September		-								
<b>Fees Exempt AB181 To Date:</b>		<b>7,578.09</b>								
<b>Fees Paid AB181 To Date:</b>		<b>12,158.65</b>								
<b>Fees Paid SB50 To Date:</b>		<b>-</b>								
<b>OCTOBER 2011 ~</b>										
<b>RESIDENTIAL</b>										
10/3/2011	Fleming, Peter	1041 Mandalay Beacg Rd Oxnard	8770	191-0-420-075	4,585	Addition		\$16,093.35		
10/7/2011	Gutierrez, Gilberto	1264 Banta Ct Oxnard, Ca	5710	183-0-411-055	275	Addition	965.25			
10/11/2011	Catanzaro, Jeff	2541 Monaco Dr Oxnard 93035	7900	188-0-021-375	396	Addition	\$1,389.96			
10/26/2011	Avila, Ruben	128 N. Hayes Ave Oxnard, Ca	2645	201-0-111-150	1,786	Addition		\$6,268.86		
10/26/2011	Oadiz, Alfredo	1034 Rialto St Oxnard, Ca	5620	183-183-145	263	Addition	\$923.13			
10/27/2011	Colletta, Lori	5311 Beacgcomber Oxnard, Ca	8715	191-053-125	2,275	Addition		\$7,985.25		
<b>COMMERCIAL</b>										
							3,278.34	\$30,347.46		
<b>Sub Total October 2011</b>		<b>\$67,251.60</b>								
Fees Exemp AB181 For October		3,278.34								
Fees Paid AB181 For October		\$30,347.46								
Fees Paid SB50 For October		\$0.00								
		-								
<b>Fees Exempt AB181 To Date:</b>		<b>10,856.43</b>								
<b>Fees Paid AB181 To Date:</b>		<b>42,506.11</b>								
<b>Fees Paid SB50 To Date</b>		<b>-</b>								
<b>NOVEMBER 2011*</b>										

**OXNARD SCHOOL DISTRICT**  
**SCHOOL FACILITIES (DEVELOPER) FEES REPORT**  
**2011-2012**

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1	LEVEL 2	FIFTH
								PAID AB181 FEE	PAID SB50 FEE	AND PATTERSON AGR'M'T
<b>RESIDENTIAL</b>										
11/8/2011	Hunt, Steve	4924 Oceanaire St Oxnard, Ca	8770	191-0-164-035	2,911	Addition		\$10,217.61		
11/8/2011	Avalos, Polo	118 Cordoba St Oxnard, Ca	1670	216-0-074-115	133	Addition	\$466.83			
11/17/2011	Cortez, Rudolfo	2830 S. "M" St Oxnard, Ca	4420	205-0-194-235	270	Addition	\$947.70			
11/28/2011	Muller, Donald	5036 Amali Wy Oxnard, Ca	8770	191-0-153-045	524	Addition		\$1,839.24		
11/29/2011	Vega, Pedro	301 Anita St Oxnard, Ca	2601	201-0-063-100	310	Addition	\$1,088.10			
<b>COMMERCIAL</b>										
<b>Sub-Total November 2011</b>										
		\$14,559.48					\$2,502.63	\$12,056.85	\$0.00	\$0.00
<b>NECSP</b>										
	Fees Exempt AB181 For November	2,502.63								
	Fees Paid AB181 For November	12,056.85								
	Fees Paid SB50 For November	\$0.00								
	<b>Fees Exempt AB181 To Date:</b>	<b>13,359.06</b>								
	<b>Fees Paid AB181 To Date:</b>	<b>54,562.96</b>								
	<b>Fees Paid SB 50 To Date</b>	<b>-</b>								
	<b>Fifth &amp; Patterson Paid to Date</b>	<b>-</b>								
<b>DECEMBER 2011~</b>										
<b>RESIDENTIAL</b>										
<b>COMMERCIAL</b>										
12/21/2011	Terry Wessela	711 Diaz Ave Oxnard, Ca	2700	201-0-220-315	435	Addition		134.85		
	Hold Check-Bal owed	Deardorf		400 N. Lombard St. Oxnard, Ca	216-0-203-235-	115,421	35,780.51	25,616.54		
12/20/2011	Deardorf	400 N. Lombard St. Oxnard, Ca		216-0-203-235-	115,421	35,780.51				
<b>Sub-Total Month of December</b>										
		\$25,751.39					-	25,751.39	0.00	-
	Fees Exempt AB181 For December	-								
	Fees Paid AB181 For December	25,751.39								
	Fees Paid SB50 For December	-								
	Fifth & Patterson Paid for December	\$0.00								
	<b>Fees Exempt AB181 To Date:</b>	<b>13,359.06</b>								
	<b>Fees Paid AB181 To Date:</b>	<b>80,314.35</b>								
	<b>Fees Paid SB50 To Date:</b>	<b>-</b>								
	<b>Fifth &amp; Patterson Paid to Date</b>	<b>-</b>								

**OXNARD SCHOOL DISTRICT  
SCHOOL FACILITIES (DEVELOPER) FEES REPORT  
2011-2012**

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1	LEVEL 2	FIFTH
								PAID AB181 FEE	PAID SB50 FEE	AND PATTERSON AGR'MT
<b>JANUARY 2012~</b>										
<b>RESIDENTIAL</b>										
1/3/2012	Boulder Builders	5357 Surfrider Wy Oxnard, Ca	8715	191-0-052-025	823	Addition		2,888.73		
1/10/2012	Enrique Mata	124 Gibraltar Oxnard, Ca.	1660	216-096-025	84	Addition	294.84			
1/18/2012	Eric Raz	935 Saratoga St. Oxnard, Ca	5620	183-0-181-045	81	Commercial	284.31			
<b>COMMERCIAL</b>										
1/4/2012	Santa Clara Waste Water	1135 E. Wooley Rd Oxnard, Ca	2200	201-0-291-200	320	Commercial		99.20		
1/9/2012	Flow Battery Building	1051 Pacific Ave. Oxnard, Ca	4500	201-0-301-035	4,500	Commercial		\$1,395.00		
Sub-Total January 2012		\$4,962.08					579.15	4,382.93	0	\$0.00
Fees Exempt AB181 For January		579.15								
Fees Paid AB181 For January		4,382.93								
Fees Paid SB50 For January		-								
Fifth & Patterson Paid for January		\$0.00								
<b>Fees Exempt AB181 To Date:</b>		<b>13,938.21</b>								
<b>Fees Paid AB181 To Date:</b>		<b>84,697.28</b>								
<b>Fees Paid SB50 To Date:</b>		<b>-</b>								
<b>Fifth &amp; Patterson Paid to Date:</b>		<b>-</b>								
<b>FEBRUARY 2012 ~</b>										
<b>RESIDENTIAL</b>										
2/29/2012	Jose Silva	128 Harrison Ave. Oxnard. Ca	2645	201-115-190	2,259	Addison		7,929.09		
<b>COMMERCIAL</b>										
Sub-Total February 2012		\$7,929.09					0.00	7,929.09	-	\$0.00
Fees Exempt AB181 For February		-								
Fees Paid AB181 For February		7,929.09								
Fees Paid SB50 For February		-								
Fifth & Patterson Paid for February		\$0.00								
<b>Fees Exempt AB181 To Date:</b>		<b>13,938.21</b>								
<b>Fees Paid AB181 To Date:</b>		<b>92,626.37</b>								
<b>Fees Paid SB50 To Date:</b>		<b>-</b>								
<b>Fifth &amp; Patterson Paid to Date:</b>		<b>-</b>								

**OXNARD SCHOOL DISTRICT  
SCHOOL FACILITIES (DEVELOPER) FEES REPORT  
2011-2012**

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1	LEVEL 2	FIFTH
								PAID AB181 FEE	PAID SB50 FEE	AND PATTERSON AGR'MT
<b>MARCH 2012--</b>										
<b>RESIDENTIAL</b>										
3/8/2012	Nicole Pedraza	1621 Coronado Pl Oxnard, Ca	5340	181-0-022-095	433	Addition	1,519.83			
3/9/2012	Fernandez, Luis	522 N. Roosevelt Ave Oxnard, Ca	2620	201-0-031-200	1,821	Addition		6,391.71		
3/15/2012	AFCO Construction	1401 Marine Wy Oxnard, Ca	8760	191-0-132-485	65	Addition		228.15		
3/20/2012	Garnicas Construction	525 Eastwood Dr Oxnard, Ca	3120	219-035-040	194	Addition	680.94			
S/B 35780.51 (25616.54)=10163.97 Due										
3/7/2012	Alex Semchenko	400 Lombard Oxnard		216-0-203-235	115,421	Addition		10,163.97		
<b>COMMERCIAL</b>										
3/15/2012	Pacific Ridge Farms	2640 Sturgis St Oxnard	1600	216-0-160-355	980	Commercial		303.80		
Sub-Total March 2012		<b>\$19,288.40</b>					2,200.77	17,087.63	0.00	0.00
Fees Exempt AB181 For March		2,200.77								
Fees Paid AB181 For March		17,087.63								
Fees Paid SB50 For March		-								
Fifth & Patterson Paid for March		\$0.00								
<b>Fees Exempt AB181 To Date:</b>		<b>16,138.98</b>								
<b>Fees Paid AB181 To Date:</b>		<b>109,714.00</b>								
<b>Fees Paid SB50 To Date:</b>		<b>-</b>								
<b>Fifth &amp; Patterson Paid to Date</b>		<b>0.00</b>								
<b>April 2012 ~</b>										
<b>RESIDENTIAL</b>										
4/10/2012	Eric Jensen	2330 Greencastle Ln Oxnard	7920	188-0-063-085	300	Addition	1,053.00			
4/18/2012	Martin Brian	855 Viviana Dr Oxnard, Ca	2000	2150-123-105	270	Addition	947.70			
4/18/2012	C. Maeneco	200 Kingbridge Wy Oxnard	7930	188-0-051-015	328	Addition	1151.28			
<b>COMMERCIAL</b>										
Sub-Total April 2012		<b>\$2,098.98</b>					2,098.98	0.00	-	\$0.00
Fees Exempt AB181 For April		2,098.98								
Fees Paid AB181 For April		-								
Fees Paid SB50 For April		-								
<b>Fees Exempt AB181 To Date:</b>		<b>18,237.96</b>								
<b>Fees Paid AB181 To Date:</b>		<b>109,714.00</b>								
<b>Fees Paid SB50 To Date:</b>		<b>-</b>								

**OXNARD SCHOOL DISTRICT  
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DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1	LEVEL 2	FIFTH
								PAID AB181 FEE	PAID SB50 FEE	AND PATTERSON AGR'M'T
<b>MAY 2012~</b>										
<b>RESIDENTIAL</b>										
5/14/2012	Uvaldo Leyva	637 Robert Ave Oxnard, Ca	3140	200-0-191-140	869	Addition		2,580.93		
5/14/2012	David Fernandez	511 Janetwood Oxnard, Ca	3050	200-031-115	494	Addition	1467.18			
5/24/2012	Edmundo Elenes	3140 Taffrail Ln Oxnard, Ca	6510	185-0-033-345	312	Addition	926.64			
Sub-Total May 2012		<b>\$4,974.75</b>					2,393.82	2,580.93	0	0
Fees Exempt AB181 For May		2,393.82								
Fees Paid AB181 For May		2,580.93								
Fees Paid SB50 For May		0								
Fifth & Patterson Paid for May		0								
<b>Fees Exempt AB181 To Date:</b>		<b>20,631.78</b>								
<b>Fees Paid AB181 To Date:</b>		<b>112,294.93</b>								
<b>Fees Paid SB50 To Date:</b>		<b>-</b>								
<b>Fifth &amp; Patterson Paid To Date</b>		<b>0.00</b>								
<b>JUNE 2012~</b>										
<b>RESIDENTIAL</b>										
6/1/2012	Juarez, Aurora	1225 W. Cedar Oxnard, Ca	4320	203-092-125	47	Addition	139.59			
6/19/2012	Jose Garcia	527 W. Fifth St Oxnard, Ca	3420	202-0-086-080	1,078	Addition		3,201.66		
<b>COMMERCIAL</b>										
Sub-Total Month of June 2012		<b>\$3,341.25</b>					139.59	3,201.66	0.00	\$0.00
Fees Exempt AB181 For June		139.59								
Fees Paid AB181 For June		3,201.66								
Fees Paid SB50 For June		0								
Fifth & Patterson Paid for June		\$0.00								
<b>Grand Totals</b>								<b>\$115,496.59</b>		
<b>Fees Exempt AB181 To Date:</b>		<b>20,771.37</b>								
<b>Fees Paid AB181 To Date:</b>		<b>115,496.59</b>								
<b>Fees Paid SB50 To Date:</b>		<b>-</b>								
<b>Fifth &amp; Patterson Paid To Date</b>		<b>-</b>								
<b>Grand Total All</b>		<b>136,267.96</b>								







<b>NOVEMBER 2010 ~</b>									
<b>RESIDENTIAL</b>									
11/3/2010	Robert Zeilon/Karen Mc	5147 Terramar Wy Oxnard	8740	191-0-102-385	3,373	New		\$ 11,670.58	
11/8/2010	Cesar Cruz	634 Maple St Oxnard Ca	2950	204-0-193-115	920	Addition		\$ 3,183.20	
11/9/2010	Estela Murrillo	637 S "D" St. Oxnard, Ca	3420		215	Addition	\$ 743.90		
<b>COMMERCIAL</b>									
11/12/2010	Cal Sun Produce, LLC	500 E Fifth St Oxnard, Ca	420	201-0-200-325	420	Addition		\$ 130.20	
<b>Sub-Total November</b>							\$ 743.90	\$ 14,983.98	\$ - \$ -
Fees Exempt AB181 For November	\$	743.90							
Fees Paid AB181 For November	\$	14,983.98							
Fees Paid SB50 For November	\$	-							
Fifth & Patterson Paid for November	\$	-							
<b>Fees Exempt AB181 To Date:</b>	<b>\$</b>	<b>7,723.63</b>							
<b>Fees Paid AB181 To Date:</b>	<b>\$</b>	<b>110,071.53</b>							
<b>Fees Paid SB 50 To Date</b>	<b>\$</b>	<b>-</b>							
<b>Fifth &amp; Patterson Paid to Date</b>	<b>\$</b>	<b>-</b>							
<b>DECEMBER 2010~</b>									
<b>RESIDENTIAL</b>									
12/14/2010	Raul Roman	574 E Juniper St. Oxnard, Ca	3710	204-163-080	380	Addition	\$ 1,314.80		
<b>COMMERCIAL</b>									
12/9/2010	Buffalo Wild Wings/Ed Keegan	1600 E Gonzales Oxnard, Ca	2000	215-0-290-095	6,603	Commercial		\$ 2,046.93	
<b>Sub-Total Month of December</b>							\$ 1,314.80	\$ 2,046.93	\$ - \$ -
Fees Exempt AB181 For December	\$	1,314.80							
Fees Paid AB181 For December	\$	2,046.93							
Fees Paid SB50 For December	\$	-							
Fifth & Patterson Paid for December	\$	-							
<b>Fees Exempt AB181 To Date:</b>	<b>\$</b>	<b>9,038.43</b>							
<b>Fees Paid AB181 To Date:</b>	<b>\$</b>	<b>112,118.46</b>							
<b>Fees Paid SB50 To Date:</b>	<b>\$</b>	<b>-</b>							
<b>Fifth &amp; Patterson Paid to Date</b>	<b>\$</b>	<b>-</b>							





April 2011 ~									
<b>RESIDENTIAL</b>									
4/19/2011	Ruben Cuevas /Rafael	1136 E Second St Oxnard	2160	201-154-010	1288	Addition		\$ 4,456.48	
4/19/2011	George Johnson	2205 S. Victoria Oxnard	7900	190401-080	141	Addition	\$ 487.86		
4/21/2011	Maggie Wilder	5054 Marlin Way Oxnard	8760	191-0-122-035	202	Addition	\$ 698.92		
4/25/2011	David Carroll	5061 Marlin Way Oxnard	8760	191-0-121-025	133	Addition	\$ 460.18		
<b>COMMERCIAL</b>									
Sub-Total April									
	\$	6,103.44					\$ 1,646.96	\$ 4,456.48	\$ - \$ -
Fees Exempt AB181 For April	\$	1,646.96							
Fees Paid AB181 For April	\$	4,456.48							
Fees Paid SB50 For April	\$	-							
<b>Fees Exempt AB181 To Date:</b>	<b>\$</b>	<b>13,969.43</b>							
<b>Fees Paid AB181 To Date:</b>	<b>\$</b>	<b>191,859.50</b>							
<b>Fees Paid SB50 To Date:</b>	<b>\$</b>	<b>-</b>							
<b>MAY 2011~</b>									
<b>RESIDENTIAL</b>									
5/6/2011	Anastasia Pena	164 Wilson Ave Oxnard	2605	201-0-145-105	366	Addition	\$ 1,284.66		
5/18/2011	Many Mansions	110 N. "D" St Oxnard	3270	202-0-045-130	76	Addition	\$ 266.76		
5/24/2011	Tom Johnson	4030 Nice Ct Oxnard	7910	188-0-036-165	60	Addition	\$ 210.60		
5/26/2011	Jacqueline Rodriquez	721 Aspen Circle Oxnard	5440	181-0-145-145	180	Addition	\$ 811.80		
5/31/2011	Jose Torres	1435 Visalia St Oxnard	5820	183-0-353-055	624	Addition	\$ 2,190.24		
<b>COMMERCIAL</b>									
Sub-Total May 2011									
	\$	4,764.06					\$ 2,573.82	\$ 2,190.24	\$ - \$ -
Fees Exempt AB181 For May	\$	2,573.82							
Fees Paid AB181 For May	\$	2,190.24							
Fees Paid SB50 For May	\$	-							
Fifth & Patterson Paid for May	\$	-							
<b>Fees Exempt AB181 To Date:</b>	<b>\$</b>	<b>16,543.25</b>							
<b>Fees Paid AB181 To Date:</b>	<b>\$</b>	<b>194,049.74</b>							
<b>Fees Paid SB50 To Date:</b>	<b>\$</b>	<b>-</b>							
<b>Fifth &amp; Patterson Paid To Date</b>	<b>\$</b>	<b>-</b>							



**OXNARD SCHOOL DISTRICT**  
**SCHOOL FACILITIES (DEVELOPER) FEES REPORT**  
**2009-10**

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1	LEVEL 2	FIFTH		
								PAID AB181 FEE	PAID SB50 FEE	AND PATTERSON AGR'M'T		
<b>July 2009~</b>												
<b>RESIDENTIAL</b>												
7/1/09	Jose Garcia	357 E Date Oxnard, Ca	2830	204-0-091-210	436	Addition	1,347.24					
7/6/09	Rigoberto Alcantar	1341 Ukiah St. Oxnard, Ca	5820	183-0-343-035	344	Addition	1,062.96					
7/14/09	James Sandefer	1013 Mandalay Beach Oxnard	8725	191-051-450	2,884	New		8,911.56				
7/14/09	Johnson & Muelle arch.	5455 Driftwood St. Oxnard	8705	191-0-260-085	75	Addition	231.75					
7/20/09	Sam K. Seng	2310 Saviers Rd. Oxnard, Ca	2980	204-0-134-190	489	Addition	1,511.01					
7/22/09	Stephen Kamei	3940 Teal Club		188-0-110-015	17,136	Grnhouse	4,112.64					
7/23/09	Joyce Frenette	1941 Elsinore Oxnard, Ca	5850	183-385-095	66	Addition	203.94					
7/28/09	John Fenske	3670 Nantucket Oxnard, Ca	6570	185-132-025	122	Addition	376.98					
7/31/08	M.S. Nolan & Associates, Inc	1225 Capri Wy Oxnard, Ca	8740	191-0-091-155	4,022	New		12,427.98				
<b>COMMERCIAL</b>												
7/13/09	Mc & Son Builders	761 Commercial Oxnard	2800	201-341-090	689	Addition		165.36				
Sub Total July 2009		<b>\$30,351.42</b>					8,846.52	21,504.90	0.00	\$0.00		
Fees Exempt AB181 For July		8,846.52										
Fees Paid AB181 For July		21,504.90										
Fees Paid SB50 For July		-										
Fifth & Patterson Agr'mt for July		\$0.00										
<b>Fees Exempt AB181 To Date:</b>		<b>8,846.52</b>										
<b>Fees Paid AB181 To Date:</b>		<b>21,504.90</b>										
<b>Fees Paid SB50 To Date:</b>		<b>-</b>										
		<b>-</b>										
<b>August 2009~</b>												
<b>RESIDENTIAL</b>												
8/5/09	Hector Carazanza	1135 S "H" St. Oxnard, Ca	3560	203-042-010	496	Addition	1,532.64					







<b>RESIDENTIAL</b>														
11/2/2009	Pedro Vega	1207 S. "L" St. Oxnard, Ca	4305	203-0-022-410	144	Addition	\$444.96							
11/10/2009	Maria Hernandez	1401 Woodland St. Oxnard	5830	183-0-352-235	463	Addition	\$1,430.67							
<b>COMMERCIAL</b>														
<b>Sub-Total November</b>							\$1,875.63	\$0.00	\$0.00	\$0.00				
Fees Exempt AB181 For November							1,875.63							
Fees Paid AB181 For November							-							
Fees Paid SB50 For November							\$0.00							
Fifth & Patterson Paid for November							-							
<b>Fees Exempt AB181 To Date:</b>							<b>15,323.16</b>							
<b>Fees Paid AB181 To Date:</b>							<b>41,683.44</b>							
<b>Fees Paid SB 50 To Date</b>							-							
<b>Fifth &amp; Patterson Paid to Date</b>							-							
<b>DECEMBER 2009~</b>														
<b>RESIDENTIAL</b>														
12/3/2009	Pablo A. Campa	152 E. Cedar St. Oxnard	2830	204-0-081-240	2830	Addition	309.00							
12/15/2009	Ron Jacob	911 S. "G" St. Oxnard	3540	202-0-163-020	308	Addition	\$951.72							
<b>COMMERCIAL</b>														
<b>Sub-Total Month of December</b>							\$1,260.72	-	0.00	-				
Fees Exempt AB181 For December							1,260.72							
Fees Paid AB181 For December							-							
Fees Paid SB50 For December							-							
Fifth & Patterson Paid for December							\$0.00							
<b>Fees Exempt AB181 To Date:</b>							<b>16,583.88</b>							
<b>Fees Paid AB181 To Date:</b>							<b>41,683.44</b>							

<b>Fees Paid SB50 To Date:</b>	-													
<b>Fifth &amp; Patterson Paid to Date</b>	-													
<b>JANUARY 2010~</b>														
<b>RESIDENTIAL</b>														
1/15/2010	Sandra Torres-Garcia	1820 Lookout Dr. Oxnard	6720	187-123-135	220	Addition	679.80							
1/21/2010	Marcelo Prado	1421 E. Second St. Oxnard	2115	201-0-313-205	106	Addition	327.54							
1/27/2010	Demi Pardo	775 Roderick Ave Oxnard	3240	200-0-182-095	412	Addition	1,273.08							
<b>COMMERCIAL</b>														
<b>Sub-Total January</b>	<b>\$2,280.42</b>							2,280.42	0.00	0	\$0.00			
Fees Exempt AB181 For January	2,280.42													
Fees Paid AB181 For January	-													
Fees Paid SB50 For January	-													
Fifth & Patterson Paid for January	\$0.00													
<b>Fees Exempt AB181 To Date:</b>	<b>18,864.30</b>													
<b>Fees Paid AB181 To Date:</b>	<b>41,683.44</b>													
<b>Fees Paid SB50 To Date:</b>	<b>-</b>													
<b>Fifth &amp; Patterson Paid to Date</b>	<b>-</b>													
<b>FEBRUARY 2010 ~</b>														
<b>RESIDENTIAL</b>														
2/16/2010	Eliodoro Acevedo	155 N. Grant Ave Oxnard, Ca	2630	201-0-111-040	416	Addition	1,285.44							
2/22/2010	Carlos Chacon	506 Doris Ave Oxnard, Ca	3250	200-303-020	119	Addition	367.71							
2/23/2010	Gene Snyder	2340 Kingsbridge Ln Oxnard	7940	188-067-115	287	Addition	886.83							
2/26/2010	William Condzella	2041 Peninsula Rd Oxnard	7910	188-044-195	1,161	Addition		3,587.49						
<b>Sub-Total February</b>	<b>\$6,127.47</b>							2,539.98	3,587.49	-	\$0.00			







**BOARD AGENDA ITEM**

Name of Contributor: Lisa Cline

Date of Meeting: December 9, 2015

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

**CERTIFICATION OF SIGNATURES (Cline)**

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Annually at the beginning of each fiscal year, or after any reorganization or staff change, school districts need to declare the agent(s) authorized to sign orders, warrants, contracts, documents, etc. A statement of authorized agent(s) along with a verified signature must be filed with School Business and Advisory Services at the Ventura County Office of Education.

**FISCAL IMPACT**

None.

**RECOMMENDATION**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees declare the attached Certification of Signatures as that of the agent(s) authorized for signature for the Oxnard School District.

**ADDITIONAL MATERIAL**

Attached: Oxnard School District Certification of Signatures (3 pages)

**OXNARD SCHOOL DISTRICT**

**CERTIFICATION OF SIGNATURES**

I, Dr. Cesar Morales, Superintendent/Secretary to the Board of Trustees of the Oxnard School District of Ventura County, California, certify that the signatures shown below are the verified signatures of the members of the Governing Board of the above-named school district (Part 1). Verified signatures of the person or persons authorized to sign orders drawn on the funds of the school district, Notices of Employment, Contracts, etc., appear in Part 2. These certifications are made in accordance with the provisions of Education Code Sections indicated.\* If those authorized to sign orders shown in Part 2 are unable to do so, the law requires the signatures of the majority of the Governing Board.

Unless amended by Board action, these approved signatures will be considered valid for the period of December 10, 2015 through June 30, 2016.

Date of Board Action: December 9, 2015      Signature: \_\_\_\_\_  
Dr. Cesar Morales,  
Superintendent/Secretary to  
the Board of Trustees

**PART I**

Signatures of Members of the Board

Signature: \_\_\_\_\_  
Debra M. Cordes, \_\_\_\_\_  
of the Board of Trustees

Signature: \_\_\_\_\_  
Albert G. Duff, Sr., \_\_\_\_\_  
of the Board of Trustees

Signature: \_\_\_\_\_  
Ernest Morrison, \_\_\_\_\_  
of the Board of Trustees

Signature: \_\_\_\_\_  
Denis O'Leary, \_\_\_\_\_  
of the Board of Trustees

Signature: \_\_\_\_\_  
Veronica Robles-Solis, \_\_\_\_\_  
of the Board of Trustees

\*Education Code Sections  
42632, 42633



**PART 2**

Signatures of Personnel and/or Members of the Governing Board authorized to Sign Checks, Orders for Salary Payment, Notices of Employment, Contracts, etc. Please list after each name all items that person is authorized to sign.

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

Dr. Cesar Morales

Title: District Superintendent

Authorized to Sign: Warrants, Orders for Salary Payment, Notices of Employment, Contracts, Reports, Budgets, Budget Transfers, Inter-fund and Intra-fund Transfers, Cafeteria, Revolving and Clearing Account Checks, Federal and State Applications, Filing and Signature to PL874 Application, Warrant Orders, Appointment of Authorized Agents for Federal and State Applications, Appointment of Representatives to Acquire Surplus Property and All Documents Requiring the Signature of Secretary or Clerk.

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

Dr. Jesus Vaca

Title: Assistant Superintendent, Human Resources & Support Services

Authorized to Sign: Warrants, Orders for Salary Payment, Notices of Employment, Contracts, Reports, Budgets, Budget Transfers, Inter-fund and Intra-fund Transfers, Cafeteria, Revolving, and Clearing Account Checks, Federal and State Applications, and Warrant Orders.

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

Lisa Cline

Title: Assistant Superintendent, Business & Fiscal Services

Authorized to Sign: Warrants, Orders for Salary Payment, Notices of Employment, Contracts, Purchase Orders, Reports, Budgets, Budget Transfers, Inter-fund and Intra-fund Transfers, Cafeteria, Revolving and Clearing Account Checks, Federal and State Applications, Filing and Signature for PL874 Application and Warrant Orders.

Page Three

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

Robin I. Freeman

Title: Assistant Superintendent, Educational Services

Authorized to Sign: Warrants, Orders for Salary Payment, Notices of Employment, Contracts, Reports, Budgets, Budget Transfers, Inter-fund and Intra-fund Transfers, Cafeteria Revolving, and Clearing Account Checks, Federal and State Applications, and Warrant Orders.

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

Janet Penanhoat

Title: Director of Finance

Authorized to Sign: A and B Warrants, Inter-fund and Intra-fund Transfers, Miscellaneous Income Collection Reports, Cafeteria, Revolving and Clearing Account Checks.

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

Lisa A. Franz

Title: Director of Purchasing

Authorized to Sign: Purchase Orders, Board-Approved Contracts.

## **BOARD AGENDA ITEM**

Name of Contributor: Lisa Cline

Date of Meeting: 12/9/15

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

### **ENROLLMENT REPORT (Cline)**

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District preliminary CALPADS enrollment (prior to certification) as of October 7, 2015 was 16,907. This is 25 less than the same time last year.

District enrollment as of October 30, 2015 was 16,916. This is 22 less than the same time last year.

### **FISCAL IMPACT**

None.

### **RECOMMENDATION**

Information only.

### **ADDITIONAL MATERIAL**

Attached:       Graph – Oxnard School District Enrollment History 2010-11 through  
                    2015-16 Actuals (1 page)



**BOARD AGENDA ITEM**

**Name of Contributor(s):** Lisa Cline

**Date of Meeting:** 12/09/2015

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

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

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

**SECTION C: CONSENT** \_\_\_\_\_

**X**

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

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

**SECTION F: BOARD POLICIES**

1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Purchase Order/Draft Payment Report #15-03(Cline/Franz)**

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

1. A listing of Purchase orders issued 9/24/2015 through 11/19/2015 for the 2015-2016 school year, in the amount of \$3,440,372.45.
2. A listing of Draft Payments issued 9/24/2015 through 11/19/2015 in the amount of \$1,070, Draft Check # D7469-D7473, for the 2015-2016 school year

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #15-03 as submitted.

**ADDITIONAL MATERIAL(S):**

**Attached:** Purchase Order/Draft Payment Report #15-03 (26 Pages)

## Includes Purchase Orders dated 09/24/2015 - 11/19/2015 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
CNP16-00067	Grainger Inc	CNS	stores	275.36
P16-01593	Plastic Window Products	FACILITIES	MATL/SUP	610.65
P16-01597	CN School & Office Sol, Inc Cu Iver-Newlin	Special Ed	MATL/SUP	774.06
P16-01598	SOCIAL STUDIES SCHOOL SERV INT ERACT	BREKKE	MATL/SUP - Instruction	47.74
P16-01600	Ventura Co Sch Bds Assn Attn: Stephm Blum, Treasurer	SUPERINTENDEN	MEMB	150.00
P16-01605	SAN DIEGO MARRIOTT GASLAMP QTR	BUSINESS	CONF	279.38
P16-01608	Concepts School & Office Furn	BREKKE	MATL/SUP - Instructional	175.77
P16-01618	Staples Direct	ELM	Material/Supplies - Instruction	164.14
P16-01619	SHRED-IT USA LLC	ELM	SERV - Instruction	540.00
P16-01620	Petroleum Telcom Inc DBA Telec om	ELM	Material/Supplies - Instruction	62.80
P16-01621	C and M Subway	ELM	Material/Supplies - Instruction	120.00
P16-01622	Smart And Final Iris Co	ELM	Material/Supplies - Instruction	50.96
P16-01623	Natl Inst for Auto Serv Excl	TRANSPORTATIO	PROFESSIONAL SERVICES	350.00
P16-01624	Oriental Trading Co Inc	LEMONWOOD	Materials and Supplies INSTRUCTIONAL/INCENTIVES	75.84
P16-01625	California School Boards Assoc	BUSINESS	CONF	309.00
P16-01626	Barnes And Noble	FREMONT	MATL/SUPP- INSTRUCTION	540.00
P16-01627	UC Regents Billing & Payment S ervs	ED SERVICES	MAT/SUPL	219.38
P16-01628	Curriculum Associates Inc	Special Ed	MATL/SUP	142.73
P16-01629	Super Duper Inc	Special Ed	MATL/SUP	338.74
P16-01630	MYRON CORP	RAMONA	Mat/Sup - Admin	308.95
P16-01632	CABE VTA CO CHAPTER ATTN: JENN IFER ROBLES	CHAVEZ	TRAVEL AND CONFERENCE-INSTRUCTIONAL	450.00
P16-01633	School Outfitters	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	690.56
P16-01634	Amazon Com	ELM	Material/Supplies - Instruction	700.80
P16-01635	Ventura Co Office Of Education	LEMONWOOD	Conference/Travel (Instruction)	100.00
P16-01636	Curriculum Associates Inc	LEMONWOOD	Materials and Supplies INSTRUCTIONAL	289.94
P16-01638	SAN DIEGO MARRIOTT GASLAMP QTR	ED SERVICES	CONF	301.73
P16-01639	California School Boards Assoc	ED SERVICES	CONF	309.00
P16-01640	Calif Science Teachers Assn	LEMONWOOD	Travel/Conference (Instruction)	834.00
P16-01641	Best Buy	ASES	matl/sup	29.60
P16-01642	Sports Authority	ASES	matl/sup	321.59
P16-01643	Harbor Freight Tools	ASES	matl/sup	190.37
P16-01644	Amazon Com	Special Ed	MATL/SUPL	596.70
P16-01646	School Tech Supply	ED SERVICES	EQUIP (D.O. LAPTOPS)	722.52
P16-01649	Lakeshore Learning Materials-V	RAMONA	Mat/Sup - Instruction	863.87
P16-01650	Renaissance Palm Springs Hotel	ASES	conf	754.97
P16-01652	Hilton San Francisco-O'Farrell	SUPERINTENDEN	CONF	243.38
P16-01655	Doubletree Hotel Ontario	ENGLISH LEARNE	travel and conference	170.01
P16-01659	NHR NEWCO HOLDINGS LLC CURVATU RE LLC	MCKINNA	MATL/SUP (MCK RM #304-LARA & #402 VARGAS)	196.72
P16-01660	Amazon Com	HAYDOCK	MATLS/SUPPL-INSTRUCTIONAL & OFFICE	471.85

\*\*\* See the last page for criteria limiting the report detail.

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

ESCAPE ONLINE

Page 1 of 16

## Includes Purchase Orders dated 09/24/2015 - 11/19/2015 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P16-01661	Ventura Co Office Of Education	ED SERVICES	CONF	130.00
P16-01663	Lowe's	ED SERVICES	MATL/SUPP	459.65
P16-01664	Staples Direct	TRANSPORTATIO	SUPPLIES	140.44
P16-01667	Cal Lutheran University - CRLP	ED SERVICES	CONF	85.00
P16-01668	Office Depot Bus Ser Div	RISK MGMT	Materials & Supplies	550.00
P16-01671	The Art of Education, LLC	ED SERVICES	MATL/SUP	750.00
P16-01673	NHR NEWCO HOLDINGS LLC CURVATU RE LLC	SIERRA LINDA	MATL/SUP (SL - BAKODY/CARDONE/GERALDO)	289.27
P16-01676	Knotts Berry Farm Resort	Pupil Srvs	CONF- Mr. Ridge	166.88
P16-01678	Superior Sanitary Supplies	DRIFFILL	MATL/SUPP-admin	729.16
P16-01679	Walmart	CNS	supplies	540.00
P16-01680	City Of Oxnard	DRIFFILL	ProfCons/Services-instructional	120.00
P16-01682	Aurelio Gonzlez Famous Taco Bar Catering	DRIFFILL	MATT/SUPP-instructional	605.00
P16-01683	Orange Co Dept Of Education	HAYDOCK	CONF-INSTRUCTIONAL	150.00
P16-01685	MOBY MAX	HAYDOCK	SERV-INSTRUCTIONAL	699.00
P16-01687	CASCWA So Section	Pupil Srvs	CONF- Mr. Ridge, CASCWA	80.00
P16-01688	Oriental Trading Co Inc	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	251.82
P16-01690	Ventura Co Office Of Education	BREKKE	Conference / Travel - Instructional	90.00
P16-01691	Oriental Trading Co Inc	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	20.39
P16-01692	GOLD COAST CUE C/O GENEVIEVE R EIFER, VCOE	ED SERVICES	CONF	920.00
P16-01693	Home Depot Inc	Special Ed	MATL/SUP	113.44
P16-01694	Office Depot Bus Ser Div	Pupil Srvs	MATL/SUP	89.82
P16-01695	Home Depot Inc	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	647.96
P16-01696	CALIF SCHOOL NUTRITION ASSOC.	CNS	CONF	510.00
P16-01705	A Higher Level	CNS	SERV	995.00
P16-01706	ADVANCED CLASSROOM TECHNOLOGIE S, INC	SORIA	MATL/SUP - Instructional	248.68
P16-01707	Nasco Modesto	HAYDOCK	MATLS/SUPPL-INSTRUCTIONAL	841.70
P16-01708	Staples Direct	MCAULIFFE	MAT'L/Supp-School Office	78.13
P16-01709	Strings And Beyond	HAYDOCK	MATLS/SUPPL-INSTRUCTIONAL	96.98
P16-01710	JW Pepper And Son Inc	HAYDOCK	MATLS/SUPPL-INSTRUCTIONAL	707.48
P16-01711	CLMS c/o CA League of Schools	HAYDOCK	MEMBERSHIP-instruction	295.00
P16-01713	Teacher Gaming LLC	HAYDOCK	SERV-INSTRUCTIONAL	671.00
P16-01714	Amazon Com	MARSHALL	Mats/Sup - Instructional	107.99
P16-01715	Southwest School & Office Sup	PURCHASING	STORES	273.53
P16-01716	Amazon Com	IT	MATL/SUP (Valerie/Danita)	269.98
P16-01717	New Encore Illinois, Inc Encor e Repair Services, LLC	IT	RENT, LEASE, REPAIR	387.00
P16-01719	Sehi Computer Products Inc	DRIFFILL	MATL/SUPP-instructional	701.24
P16-01720	Scholastic Classroom Magazines	DRIFFILL	MATL/SUPP-instructional	106.92
P16-01721	PARAGON SYSTEMS, INC	IT	SERV	875.00
P16-01722	Ventura Co Office Of Education	RITCHEN	CONF-INSTRUCTIONAL	220.00
P16-01723	SCRIPPS NATL SPELLING BEE	MARINA	SERV/Instructional	143.50
P16-01724	SUMMIT PROFESSIONAL ED, LLC	Special Ed	CONF	378.00

\*\*\* See the last page for criteria limiting the report detail.

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

ESCAPE ONLINE

Page 2 of 16

## Includes Purchase Orders dated 09/24/2015 - 11/19/2015 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P16-01725	Southwest Airlines	HR	Conf/Travel	178.00
P16-01727	Amazon Com	LEMONWOOD	MATL/SUP (ROOM #'s 901 & 905)	45.60
P16-01731	Ventura Co Office Of Education	ROSE	TRAVEL & CONFERENCE - ADMINISTRATION	27.00
P16-01733	Lakeshore Learning Materials-V	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	538.92
P16-01734	Amazon Com	FRANK	MATL/SUP - INstructional	174.39
P16-01739	ADVANCED CLASSROOM TECHNOLOGIE S, INC	FRANK	MATL/SUP - INSTRUCTIONAL	43.20
P16-01740	Scholastic Inc	FRANK	MATL/SUP - INSTRUCTIONAL	451.38
P16-01741	Batteries Plus	WAREHOUSE	Stores Supplies	618.84
P16-01746	NHR NEWCO HOLDINGS LLC CURVATU RE LLC	DRIFILL	MATL/SUP (DRI - RM #120-TORRES)	101.46
P16-01749	Boomerang Project	SORIA	MATL/SUP (Instructional)	105.50
P16-01751	Bad Wolf Press	HARRINGTON	MATL/SUP/INSTRUCTIONAL	202.10
P16-01753	Ventura Co Office Of Education	SORIA	CONF - Instructional	30.00
P16-01756	ALTA LIFT INC	FACILITIES	SERV	810.00
P16-01761	Vocabulary Spelling City	HARRINGTON	PROF SERVICES/INSTRUCTIONAL	608.00
P16-01763	Ventura Co Office Of Education	HARRINGTON	CONF/INSTRUCTIONAL/ LIBRARY	100.00
P16-01766	Parent Project Inc	FREMONT	MAT/ SUPP - INSTRUCTION	432.00
P16-01768	Home County Pizza Inc Domino's Pizza	BREKKE	MATL/SUP - Instructional	300.00
P16-01771	Oriental Trading Co Inc	BREKKE	MATL/SUP - instructional	124.15
P16-01773	Schoolmasters Safety	FRANK	MATL/SUP - OFFICE	128.95
P16-01774	Ventura Co Office Of Education	FREMONT	CONFERENCE/TRAVEL - INTRUCTIONAL	15.00
P16-01777	Dell Direct Sales Lp	ROSE	EQUIPMENT - ADMINISTRATION	750.83
P16-01778	Ventura Co Office Of Education	ROSE	TRAVEL & CONFERENCE - ADMINISTRATION	65.00
P16-01779	Lakeshore Learning Materials-V	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	865.90
P16-01780	Aswell Trophy And Engraving	CNS	MATL/SUP	272.70
P16-01781	Uline	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	70.75
P16-01782	Tekvisions, Inc	CNS	MATL/SUP	53.00
P16-01784	Walmart	ED SERVICES	MATL/SUP	274.26
P16-01785	Blick Art Materials	FRANK	MATL/SUP - INSTRUCTIONAL	507.87
P16-01786	Grainger Inc	ED SERVICES	MATL/SUP	56.16
P16-01787	Smart And Final Iris Co	MARSHALL	Mats/Sups (Instruction)	216.00
P16-01788	BSN Sports	WAREHOUSE	Stores Supplies	715.40
P16-01790	Pioneer Chemical Co	WAREHOUSE	Stores Supplies	373.25
P16-01792	Office Depot Bus Ser Div	SAN MIGUEL	Materials & Supplies-Office	9.82
P16-01794	Positive Promotions	KAMALA	Materials & Supplies-Instructional	755.44
P16-01796	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Instructional	409.43
P16-01798	Amazon Com	MARSHALL	Mats/Sups - Instructional	13.42
P16-01799	Demco Inc	MARSHALL	Mats/Sups - Instructional	506.77
P16-01800	Amazon Com	IT	MATL/SUP	97.19
P16-01805	Ventura Co Office Of Education	SORIA	CONF (Admin)	640.00
P16-01806	Orange Co Dept Of Education At tn: Language Arts	MCAULIFFE	CONF-Instructional	150.00

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## Includes Purchase Orders dated 09/24/2015 - 11/19/2015 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P16-01807	CUE, INC	SORIA	CONF/MEMB (Instructional)	240.00
P16-01808	Nasco Modesto	MCAULIFFE	MATL/SUPL-Instructional	466.62
P16-01809	ROBERT W. NORRIS VENTURA SIGNS & SCREEN PRINTING	DRIFFILL	MATL/SUPP-instructional	401.51
P16-01810	Ventura Co Office Of Education	SORIA	CONF (Admin)	75.00
P16-01812	Lakeshore Learning Materials-V	MCAULIFFE	MAT'L/SUPL-Instructional	86.15
P16-01813	Ventura Co Office Of Education	MCAULIFFE	CONF-Instructional	100.00
P16-01816	Ventura Co Office Of Education	ENGLISH LEARNE	travel and conference	525.00
P16-01818	Nestle Waters North America Ready Refresh	CNS	MTLS	561.55
P16-01819	Sams Club 6455	PURCHASING	MEMB	75.00
P16-01820	Southwest Airlines	SUPERINTENDEN	TRAVEL/CONF	202.00
P16-01821	Southwest Airlines	SUPERINTENDEN	TRAVEL/CONF	220.00
P16-01822	Hyatt Regency Sacramento	SUPERINTENDEN	CONF	175.51
P16-01824	Southwest Airlines	ROSE	TRAVEL & CONFERENCE - ADMINISTRATION	304.00
P16-01825	Laser Toner & Computer Supply,	SUPERINTENDEN	Repair	95.00
P16-01826	VENTURA RENTAL	CNS	supplies	269.50
P16-01827	Walmart	Pupil Svcs	MAT/SUP- Homeless	200.00
P16-01828	Lakeshore Learning Materials-V	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	491.45
P16-01829	Staples Direct	ASES	matl/sup	57.21
P16-01830	Juan Manuel Lopez Imperium Regem Empire	SUPERINTENDEN	Mat & Sup	252.81
P16-01831	Learning Plus Associates	RITCHEN	MATL/SUP-INSTRUCTIONAL	250.13
P16-01832	Lakeshore Learning Materials-V	ELM	Material/Supplies - Instruction	129.16
P16-01833	Really Good Stuff	ELM	Material/supplies - Instruction	108.09
P16-01834	CABE VTA CO CHAPTER ATTN: SOLE DAD MOLINAR	RITCHEN	CONF-INSTRUCTIONAL & ADMIN	150.00
P16-01835	Starfall Publications	MCAULIFFE	SERV-Instructional	270.00
P16-01837	Santa Barbara Museum of Natural History	MCAULIFFE	SERV- Instructional	100.00
P16-01838	Buyextras.Com	LEMONWOOD	Materials and Supplies INSTRUCTIONAL	819.15
P16-01839	Ellison Educational Equip	LEMONWOOD	Materials and Supplies INSTRUCTIONAL	111.13
P16-01841	Scholastic Inc	MCAULIFFE	MATL/SERV-Instructional	475.20
P16-01842	Studies Weekly	MCAULIFFE	MATL/SUPL-Instructional	314.16
P16-01845	Scholastic Inc	BUDGET	MATLS	108.90
P16-01847	Imagestuff Com	ELM	Matl/Sup - Instructional	262.44
P16-01848	Childcraft Education	ELM	Matl/Sup - Instruction	840.08
P16-01849	Petroleum Telecom Inc DBA Telecom	ELM	Matl/Sup - Instructional	982.80
P16-01850	Hilton Garden Inn Oxnard	ED SERVICES	CONF	931.09
P16-01852	Flinn Scientific Inc	ED SERVICES	MATL/SUP	72.58
P16-01853	MAGNETIC CONCEPTS CORP	ED SERVICES	MATL/SUP	956.22
P16-01858	Costco Wholesale	BREKKE	MATL/SUP - Instructional	300.00
P16-01859	Smart And Final Iris Co	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	750.00
P16-01860	Smart And Final Iris Co	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	100.00
P16-01861	Flinn Scientific Inc	CHAVEZ	MATERIALS AND SUPPLIES-Instruction	212.32

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PO Number	Vendor Name	Loc	Description	Order Amount
P16-01862	Secondary Solutions	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	358.17
P16-01863	Amazon Com	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	64.75
P16-01864	Amazon Com	ELM	Material/Supplies - Instruction	194.39
P16-01865	Blick Art Materials	ASES	mat/sup	287.71
P16-01866	H-JO COLTON LLC COMFORT INN & SUITES	Special Ed	CONF	195.80
P16-01867	ACSA	Special Ed	CONFERENCE	716.00
P16-01870	Los Angeles Zoo	KAMALA	SERV-Instructional	300.00
P16-01871	Los Angeles Zoo	KAMALA	SERV-Instructional	375.00
P16-01872	Ventura Co Office Of Education	CURREN	conf - instructional	600.00
P16-01875	Oriental Trading Co Inc	LEMONWOOD	Materials and Supplies INSTRUCTIONAL	276.42
P16-01876	Positive Promotions	LEMONWOOD	Materials and Supplies/Instructional	646.95
P16-01877	Ventura Co Reading Assn	MCAULIFFE	CONF-Instructional	110.00
P16-01878	Positive Promotions	MCAULIFFE	MATL/SUPL-Instructional	373.75
P16-01879	Home Depot Inc	FRANK	Equip - Office	679.43
P16-01880	Scholastic Inc	KAMALA	Materials & Supplies-Instructional	163.35
P16-01881	California School Boards Assoc	SUPERINTENDEN	CONF	35.00
P16-01882	NHR NEWCO HOLDINGS LLC CURVATU RE LLC	MARINA	MATL/SUP (MW - RM #903-DHH INFANT SPEC)	91.80
P16-01885	Ventura Co Office Of Education	SORIA	CONF(Instructional/Admin)	400.00
P16-01886	Ventura Co Office Of Education	SORIA	CONF (Instructional)	30.00
P16-01887	SCRIPPS NATL SPELLING BEE	SORIA	SERV (Instructional)	143.30
P16-01888	Scholastic Inc	SORIA	MATL/SUP - Instructional	263.99
P16-01890	Hilton San Francisco-O'Farrell	SORIA	CONF (Instructional)	486.76
P16-01891	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Instructional	58.29
P16-01893	Office Depot Bus Ser Div	NFL	Mat/ Sup	482.60
P16-01895	Underwood Family Farms	SORIA	SERV - Instructinal	864.00
P16-01896	Hilton Waterfront Beach Resort	MCAULIFFE	CONF-Instructional	281.97
P16-01897	Lakeshore Learning Materials-V	BREKKE	MATL/SUP - Instructional	100.00
P16-01898	Ventura Co Office Of Education	MCAULIFFE	CONF-Instructional	100.00
P16-01899	Ventura Co Office Of Education	MCAULIFFE	CONF-Instructional	15.00
P16-01900	Staples Direct	KAMALA	Materials & Supplies-Office	377.99
P16-01904	School Health Corporation	WAREHOUSE	Stores Supplies	790.59
P16-01906	El Pollo Loco	CNS	supplies	351.84
P16-01911	Gold Coast Computer Using Ed G OLD COAST CUE	SIERRA LINDA	conf - instructional	80.00
P16-01913	LA LIBRERIA	ED SERVICES	Textbooks	884.41
P16-01914	Southwest Airlines	Special Ed	TRAVEL/CONF	172.00
P16-01915	Ventura Co Sch Bds Assn Attn: Stephm Blum, Treasurer	SUPERINTENDEN	CONF	60.00
P16-01916	Underwood Family Farms	SIERRA LINDA	serv - instructional	900.00
P16-01926	Amazon Com	Special Ed	MATL/SUP-Instructional	459.84
P16-01927	Amazon Com	FRANK	Mat/Sup - Instructional	75.59
P16-01928	Amazon Com	BREKKE	MATL/SUP - Instructional	244.56
P16-01929	CABE VTA CO CHAPTER ATTN: JENN IFER ROBLES	SIERRA LINDA	conf - Instructional /admin	150.00
P16-01931	IN-N-OUT BURGER FOUNDATION	HARRINGTON	MATL/SUP INSTRUCTION	448.75
P16-01932	Lightning Ridge Screen	HARRINGTON	MAT/SUPL INSTRUCTION	389.10

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## Includes Purchase Orders dated 09/24/2015 - 11/19/2015 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P16-01933	Nimco Inc	HARRINGTON	materials & supplies - instruction	343.06
P16-01934	BMI Systems Group	SIERRA LINDA	matl/supp - office	121.12
P16-01935	El Pollo Norteno Inc	HR	Conf	390.00
P16-01936	CAG	RITCHEN	CONF-Instructional	890.00
P16-01937	ACSA	ED SERVICES	CONF	449.00
P16-01941	Shred-It USA	RITCHEN	SERV-ADMIN	300.00
P16-01942	Lakeshore Learning Materials-V	RAMONA	Mat/Sup - Instruction	110.19
P16-01943	Youth Light Inc	RAMONA	Mat/Sup - Instruction	164.96
P16-01945	CDW G	IT	SERV	66.96
P16-01946	AUTODATA SYSTEMS	IT	SERV	575.00
P16-01947	Oriental Trading Co Inc	RITCHEN	MATL/SUP-INSTRUCTIONAL	18.11
P16-01948	Amazon Com	RITCHEN	MATL/SUP-Instructional	127.92
P16-01951	Ventura Co Office Of Education	ED SERVICES	CONF	195.00
P16-01952	Positive Promotions	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTION	662.17
P16-01953	Lakeshore Learning Materials-V	SIERRA LINDA	matl/sup - Instructional	150.00
P16-01954	Amazon Com	SIERRA LINDA	matl/sup - instructional	146.10
P16-01955	Lowe's	SIERRA LINDA	matl/sup - instructional	233.88
P16-01959	Swrcb/Sw Fees	BUSINESS	CONST	885.00
P16-01960	School Tech Supply	IT	MATL/SUP (Training Lab)	484.92
P16-01963	Hyatt Regency Sacramento	ED SERVICES	CONF	435.90
P16-01964	Southwest Airlines	ED SERVICES	CONF	193.00
P16-01965	Embassy Suites Hotel Sacramen	HR	Conf/Travel	250.78
P16-01967	Renaissance Palm Springs Hotel	RITCHEN	CONF-Insturional	867.10
P16-01969	LEC/FAITH MIDDLE SCHOOL & HIGH SCH	ASSESS ACCOUN	CONF	750.00
P16-01970	Scholastic Inc	FREMONT	MATL/ SUPP - INSTRUCTIONAL	317.30
P16-01971	Organized Sports Ware, Llc	KAMALA	Materials & Supplies-Instructional	311.04
P16-01972	Positive Promotions	MCKINNA	Materials & Supplies-Instructional	562.32
P16-01973	Pep Boys	WAREHOUSE	Repairs & Parts	500.00
P16-01975	NHR NEWCO HOLDINGS LLC CURVATU RE LLC	IT	MATL/SUP	151.20
P16-01976	Uline	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	534.09
P16-01977	Office Depot Bus Ser Div	WAREHOUSE	STORES	254.45
P16-01978	Lakeshore Learning Materials-V	SIERRA LINDA	MATL/SUP	210.18
P16-01980	Lakeshore Learning Materials-V	FREMONT	MAT/SUPP - INSTRUCTIONAL	191.08
P16-01981	Amazon Com	FREMONT	MAT/SUPP - INTRUCTIONAL	338.63
P16-01982	Lakeshore Learning Materials-V	SORIA	MATL/SUP (Instructional)	204.17
P16-01983	Amazon Com	Special Ed	MATL/SUP-DHH Program	286.90
P16-01984	Lakeshore Learning Materials-V	SIERRA LINDA	matl/sup - Instructional	787.97
P16-01985	Lakeshore Learning Materials-V	Special Ed	MATL/SUP-Infant Program	39.99
P16-01986	Lakeshore Learning Materials-V	HARRINGTON	materials & supplies - instructional	288.25
P16-01987	Positive Promotions	BREKKE	MATL/SUP - instructional	223.42
P16-01989	Walmart	MCKINNA	matl/sup-instructional	20.00
P16-01994	Office Depot Bus Ser Div	ED SERVICES	MATL/SUP	414.44
P16-01995	Carolina Biological Supply	FREMONT	MAT/SUPP - INSTRUCTIONAL	53.78
P16-01996	Office Depot Bus Ser Div	Special Ed	MATL/SUP-BEST Program	44.59
P16-01997	Office Depot Bus Ser Div	Special Ed	MATL/SUP-Infant Program	51.57
P16-01998	Staples Direct	SIERRA LINDA	matl/sup - instructional	364.17

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## Includes Purchase Orders dated 09/24/2015 - 11/19/2015 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P16-02000	Amazon Com	HAYDOCK	Material And Suplies Instructional	534.56
P16-02002	Minnesota Assoc for Children's Mental Health	SUPERINTENDEN	MATLS/SUP	32.99
P16-02003	Nasco Modesto	HAYDOCK	MATLS/SUPPL-INSTRUCTIONAL	187.40
P16-02004	Scholastic Inc	HAYDOCK	SERV-INSTRUCTIONAL	330.00
P16-02005	Bureau Of Ed And Research	HAYDOCK	SERVICE-INSTRUCTIONAL	478.00
P16-02006	Scholastic Inc	HAYDOCK	SERVICE-INSTRUCTIONAL	83.50
P16-02007	Ventura Co Office Of Education	HAYDOCK	TRAVEL/CONF-RSP TEACHER-INSTRUCTIONAL	50.00
P16-02008	SCSBOA	HAYDOCK	SERV-INSTRUCTIONAL	175.00
P16-02009	Costco Wholesale	FRANK	Matl/Sup - Instructional	300.00
P16-02010	Ventura Co Office Of Education	SIERRA LINDA	conf -admin	30.00
P16-02011	Starfall Education Foundation	SIERRA LINDA	Serv - instructional	270.00
P16-02012	CUE, INC	SIERRA LINDA	Conf - instructional/admin	840.00
P16-02013	Ventura Co Office Of Education	MCAULIFFE	CONF-Instructional (Wilson)	100.00
P16-02014	Ventura Co Office Of Education	MCAULIFFE	CONF-Instructional (12/7/15)	150.00
P16-02015	ALCARAZ CATERING INC	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	531.00
P16-02016	SCRIPPS NATL SPELLING BEE	ROSE	SERV - INSTRUCTION	143.50
P16-02018	Amazon Com	LEMONWOOD	Materials and Supplies INSTRUCTIONAL	293.22
P16-02019	Ventura Co Office Of Education	LEMONWOOD	Travel/Conferences (ADMIN)	230.00
P16-02020	Aswell Trophy And Engraving	MCAULIFFE	MAT'L/SUPL-Instructional	501.12
P16-02021	IXL LEARNING, INC	FREMONT	PROFESSIONAL-CONSULTING - INSTRUCTIONAL	349.00
P16-02023	Lakeshore Learning Materials-V	ED SERVICES	MATL/SUP	755.55
P16-02024	Office Depot Bus Ser Div	MCAULIFFE	MATL/SUPL-Instructional	859.17
P16-02025	Smith, Tammy R	Special Ed	SERVICES	240.00
P16-02026	Sunshine Cottage Sch For Deaf	Special Ed	MAT/SUP-Infant Program	145.80
P16-02027	Aswell Trophy And Engraving	Special Ed	MATL/SUP	17.28
P16-02028	Southwest Airlines	SUPERINTENDEN	TRAVEL/CONF	214.00
P16-02029	ACSA	RISK MGMT	Membership	860.82
P16-02030	Office Depot Bus Ser Div	TRANSPORTATIOI	SUPPLIES	31.77
P16-02031	Ventura Co Office Of Education	Special Ed	SERV (AR111501)	318.86
P16-02044	BEST WESTERN ROSE GARDEN INN	ED SERVICES	TRAV/CONF	134.18
P16-02045	Positive Promotions	RITCHEN	MATL/SUP-INSTRUCTIONAL	110.61
P16-02046	Boost Promotions	RITCHEN	MATL/SUP-Instructional	366.81
P16-02047	Amazon Com	Pupil Srvs	MATL/SUP	221.92
P16-02048	Hilton San Diego Bayfront	ASSESS ACCOUN	CONF	970.43
P16-02049	Imagestuff Com	MARSHALL	matls/sups - instructional	294.84
P16-02050	Positive Promotions	MARINA	MATL/SUPL-Instructional	202.34
P16-02052	Committee For Children	MARSHALL	matls/sups instructional	193.32
P16-02053	Amazon Com	HARRINGTON	materials & supplies - instructional	496.76
P16-02054	RIVIERA RESORT & SPA	RITCHEN	CONF-INSTRUCTIONAL	519.90
P16-02055	Imagestuff Com	KAMALA	Materials & Supplies-Instructional	31.36
P16-02056	Aswell Trophy And Engraving	MARSHALL	Matls/Sups instructional	223.56
P16-02057	Walmart	RAMONA	Mat/Sup - Instruction	200.00
P16-02058	Walmart	RAMONA	Mat/Sup - Instruction	150.00
P16-02059	Uline	WAREHOUSE	Stores Supplies	871.91
P16-02061	Read Naturally, Inc	SIERRA LINDA	matl/sup - instructional	703.28

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## Includes Purchase Orders dated 09/24/2015 - 11/19/2015 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P16-02062	Curriculum Associates Inc	SIERRA LINDA	matl/sup - instructional	253.47
P16-02063	CSU Channel Islands	SORIA	CONF (Instructional)	530.00
P16-02064	Robert H Sheldon Books Are Fun	SORIA	MATL/SUP (Instructional)	900.00
P16-02065	Ventura Co Office Of Education	SORIA	CONF(Instructional/ Admin)	100.00
P16-02066	Lakeshore Learning Materials-V	MARINA	MATL/SUPL-Instructional	277.45
P16-02067	Scholastic Inc	ED SERVICES	MATL/SUP	67.26
P16-02068	JW Pepper And Son Inc	ED SERVICES	MATL/SUP	412.57
P16-02069	The Phillips Collection	ED SERVICES	MATL/SUP	53.20
P16-02072	Ventura Co Office Of Education	ED SERVICES	CONF	285.00
P16-02074	Reese Corp Sign A Rama	FACILITIES	SERV	544.55
P16-02076	Office Depot Bus Ser Div	ED SERVICES	MATL/SUP	124.57
P16-02079	Subway.	HAYDOCK	MATLS/SUPPL-INSTRUCTIONAL	480.00
P16-02082	Lakeshore Learning Materials-V	ROSE	MATERIALS & SUPPLIES - INSTRUCTION	669.86
P16-02090	Lakeshore Learning Materials-V	DRIFFILL	MATL/SUPP-instructional	200.00
P16-02091	Ventura Co Office Of Education	DRIFFILL	CONF-admin	30.00
P16-02092	Underwood Family Farms	DRIFFILL	SERV-instructional	786.00
P16-02093	Displays2go	DRIFFILL	MATL/SUPP-instructional	301.45
P16-02095	Costco Wholesale	DRIFFILL	MATL/SUPP-instructional	69.62
P16-02096	Teaching Strategies, LLC	NFL	Matl/Sup	240.89
P16-02097	SCRIPPS NATL SPELLING BEE	FREMONT	SERV / INSTRUCTION	143.50
P16-02098	Scholastic Classroom Magazines	MCKINNA	Materials & Supplies-Instruction	705.67
P16-02100	Rotary Club Of Oxnard	SUPERINTENDEN	DUES/MEM	334.00
P16-02101	World Wide Imaging Supplies	SUPERINTENDEN	MATL/SUP	375.24
P16-02104	Amazon Com	BREKKE	MATL/SUP - Instructional	39.50
P16-02105	Las Virgenes Usd	Special Ed	CONF	150.00
P16-02106	Las Virgenes Usd	Special Ed	CONF	400.00
P16-02107	Walmart	Special Ed	MATL/SUP-Instructional	150.00
P16-02108	Amazon Com	MARSHALL	matls/sups instructional	169.39
P16-02109	Amazon Com	MARSHALL	matls/sups instructional	367.26
P16-02110	Amazon Com	Special Ed	MAT/SUP	145.54
P16-02111	Amazon Com	Special Ed	MATL/SUP-Instructional	290.67
P16-02112	Apperson Education Products	PERSONNEL	Matl/sup	126.36
P16-02113	MOBY MAX	LEMONWOOD	Professional Consulting Services/INSTRUCTIONAL	699.00
P16-02115	GREAT PACIFIC PUMPKINS	MCKINNA	serv-instructional	452.00
P16-02116	PCASC 2015 Mini-Conference Row land USD c/o J Stiegelmar	PERSONNEL	conf	30.00
P16-02119	Lakeshore Learning Materials-V	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	242.92
P16-02120	Vallarta	ED SERVICES	MATLS	180.28
P16-02122	Newegg Com	FREMONT	MAT/SUPP - INSTRUCTION	591.30
P16-02123	RSPE AUDIO SOLUTIONS INC	IT	MATL/SUP (Training Lab)	405.00
P16-02124	School Outfitters	IT	MATL/SUP (Training Lab)	301.73
P16-02128	Ventura Co Office Of Education	ROSE	TRAVEL & CONFERENCE - ADMIN/Counselor	100.00
P16-02129	Ventura Co Office Of Education	RITCHEN	CONF-ADMIN	60.00
P16-02130	Costco Wholesale	MARINA	MATL/SUPL-Instructional	161.99
P16-02131	Southern Calif Kindergarten Co nference Inc	RITCHEN	CONF-INSTRUCTIONAL	466.00

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PO Number	Vendor Name	Loc	Description	Order Amount
P16-02136	Hyatt Regency Sacramento	FACILITIES	conf	657.30
P16-02137	Frys Electronics	FREMONT	MAT/SUPP- INSTRUCTION	80.99
P16-02138	Superior Sanitary Supplies	MARINA	MAT/SUP/FFVP	86.19
P16-02139	Superior Sanitary Supplies	LEMONWOOD	MAT/SUP/FFVP	258.58
P16-02140	Affordable Tables And Chairs,	ROSE	MATERIALS & SUPPLIES - INSTRUCTION	234.00
P16-02141	Office Depot Bus Ser Div	Pupil Srvs	MATL/SUP	189.02
P16-02143	Costco Wholesale	RITCHEN	MATL/SUP-Instructional	756.00
P16-02145	Marie Callender's	RAMONA	Mat/Sup - Admin	346.82
P16-02146	Gopher Sport	BREKKE	MATL/SUP - Instructional	796.87
P16-02148	Home Depot Inc	RAMONA	Mat/Sup - Admin	42.12
P16-02149	Starfall Education Foundation	RAMONA	MEMB - Instruction	270.00
P16-02150	Ventura Co Office Of Education	RAMONA	Travel - Instruction	15.00
P16-02151	Santa Barbara Botanic Garden	BREKKE	SERV - Instructional	450.00
P16-02152	Walmart	RAMONA	Mat/Sup - Instruction (EL)	90.72
P16-02153	Pearson Education	RAMONA	Mat/Sup - Sped	120.03
P16-02154	Amazon Com	RAMONA	Mat/Sup - Admin	72.98
P16-02156	Jordanos Inc	CNS	supplies	483.60
P16-02158	Demco Inc	MCAULIFFE	MATL/SUPL-Instructional	181.81
P16-02159	Jordanos Inc	FREMONT	MAT/SUPP - INSTRUCTIONAL	216.00
P16-02161	SUNSTONE CENTER COURT LESSEE S HERATON CERRITOS HOTEL	HR	Conf/Travel	144.74
P16-02162	Ventura Laminating & Supplies	SORIA	REPAIR (Instructional)	90.00
P16-02163	Staples Direct	MCAULIFFE	MATL/SUPL-Instructional	259.14
P16-02165	Blick Art Materials	HAYDOCK	MATL/SUP	307.04
P16-02166	PRESTO PASTA	SORIA	MATL/SUP (Instructional)	432.67
P16-02167	El Pollo Loco	BREKKE	MATL/SUP - Instructional	232.79
P16-02169	CAG	SORIA	CONF (Instructional)	445.00
P16-02170	Orchid Event Solutions, LLC	SORIA	CONF (Instructional)	779.86
P16-02171	Amazon Com	HARRINGTON	materials & supplies - instruction	355.81
P16-02172	Los Angeles Co Office Of Ed	Pupil Srvs	CONF	400.00
P16-02173	Amazon Com	MCAULIFFE	MATL/SUPL-Instructional	275.07
P16-02174	Pro Ed	Special Ed	MATL/SUP	297.36
P16-02175	Baudville Inc	HARRINGTON	MATS/SUPPLIES/ Instruction	445.50
P16-02177	Ventura Co Office Of Education	HARRINGTON	CONF/ADMIN/Instruction/Counseling/Soc ial Work	300.00
P16-02179	Decisive Tactics, Inc	RAMONA	PROF/CONS - Instruction	26.59
P16-02180	Ventura Co Office Of Education	HR	Conf/Travel	140.00
P16-02181	BMI Systems Group	HARRINGTON	MATS/SUPPLIES ADMIN	96.12
P16-02182	Ventura Co Office Of Education	MCAULIFFE	CONF-Instructional	200.00
P16-02183	Smart And Final Iris Co	Special Ed	MATL/SUP	150.00
P16-02184	Ventura Co Office Of Education	Special Ed	CONF	120.00
P16-02185	Aswell Trophy And Engraving	Special Ed	MATL/SUP	17.28
P16-02186	Southwest Airlines	SORIA	CONF (Instructional)	439.92
P16-02187	Southwest Airlines	RITCHEN	CONF-INSTRUCTIONAL & ADMIN	659.88
P16-02189	Sheraton Pasadena Hotel	RITCHEN	CONF-INSTRUCTIONAL	354.82
P16-02192	Hyatt Regency Orange Co	Special Ed	Conference/Travel	329.26
P16-02193	MOBY MAX	FRANK	Serv - Instructional	699.00

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## Includes Purchase Orders dated 09/24/2015 - 11/19/2015 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P16-02194	Santa Barbara Mission	DRIFFILL	SERV-instructional	223.56
P16-02195	Barnes And Noble	FREMONT	MATL/SUPP -INSTRUCTIONAL	649.89
P16-02197	Ccp Industries	WAREHOUSE	Stores Supplies	842.04
P16-02198	Xpedx Paper Co	WAREHOUSE	Stores Supplies	937.01
P16-02199	Ventura Co Office Of Education	BUSINESS	CONF	40.00
P16-02208	Jordanos Inc	CNS	supplies-044	129.74
P16-02209	Jordanos Inc	CNS	equipment-036	714.63
P16-02211	Ventura Co Office Of Education	PURCHASING	CONF	360.00
P16-02212	Petroleum Telcom Inc DBA Telecom	MARINA	MATL/SUPL-Admin	428.04
P16-02215	Latino Family Literacy Project	FREMONT	TRAV/CONF - INSTRUCTIONAL	400.00
P16-02217	Ventura Co Office Of Education SELPA	Pupil Srvs	CONF- Clasfied Training- Admin. Asst.	120.00
P16-02219	Bernardos Flower Shop	Pupil Srvs	MATL/SUP	191.59
P16-02220	Positive Promotions	LEMONWOOD	Materials and Supplies INSTRUCTIONAL	411.89
P16-02221	Starfall Education Foundation	CHAVEZ	PROFESSIONAL/CONSULTING SVCS-INSTRUCTIONAL	270.00
P16-02222	ETA Hand2mind	LEMONWOOD	Materials and Supplies INSTRUCTIONAL	129.44
P16-02223	Aswell Trophy And Engraving	Pupil Srvs	MAT/SUP - T-Shirts for event Oct. 24th	252.45
P16-02224	Petroleum Telcom Inc DBA Telecom	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	98.28
P16-02225	Smart And Final Iris Co	RITCHEN	MATL/SUP-Instructional	300.24
P16-02226	NHR NEWCO HOLDINGS LLC CURVATU RE LLC	Pupil Srvs	MATL/SUP	151.20
P16-02227	Ventura Co Office Of Education	Pupil Srvs	CONF	40.00
P16-02228	CUE, INC	RITCHEN	CONF-INSTRUCTIONAL	480.00
P16-02230	Quill Corp	FRANK	Matl/Sup - Instructional	232.63
P16-02231	Costco Wholesale	LEMONWOOD	Mat/Supp (Admin)	500.00
P16-02232	SHERMAN GARNETT & ASSOCIATES	Pupil Srvs	MATL/SUP	72.95
P16-02235	Fitness Finders, Inc	LEMONWOOD	Materials and Supplies INSTRUCTIONAL	543.85
P16-02236	SHRED-IT USA LLC	MARINA	5800-SRVC-Instruction	300.00
P16-02237	Allcable Inc	IT	MATL/SUP	97.21
P16-02238	H&H Auto Parts Wholesale	TRANSPORTATION	SUPPLIES	616.14
P16-02239	School Specialty Inc	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	180.39
P16-02240	Walmart	ED SERVICES	MATL/ SUP	73.69
P16-02241	Office Depot Bus Ser Div	HR	Supp	67.44
P16-02242	Office Depot Bus Ser Div	BUSINESS	MATL/SUP	133.49
P16-02243	Office Depot Bus Ser Div	NFL	Matl/Sup	516.72
P16-02245	Amazon Com	RAMONA	Comp/Supplies - Instruction	648.68
P16-02246	CDW G	IT	MATL/SUP (Janette/Valerie)	912.35
P16-02247	Amazon Com	Pupil Srvs	MATL/SUP	182.58
P16-02248	Amazon Com	MCAULIFFE	MATL/SUPL-Instructional	603.06
P16-02250	Amazon Com	FRANK	MATL/SUP - INSTRUCTIONAL	126.15
P16-02251	Amazon Com	BREKKE	MATL/SUP - Instructional	76.02
P16-02255	Blick Art Materials	FREMONT	MAT-SUPP - INSTRUCTION	143.64
P16-02256	Blick Art Materials	FRANK	Matl/Sup - Instructional	127.44
P16-02257	Blick Art Materials	WAREHOUSE	Stores Supplies	468.72
P16-02260	IMAGE APPAREL FOR BUSINESS	CUSTODIAL	SERV	494.66

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## Includes Purchase Orders dated 09/24/2015 - 11/19/2015 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P16-02261	Gopher Sport	SORIA	MAT/SUPL - Instructional	566.41
P16-02262	Sports Authority	DRIFFILL	MATL/SUPP-instructional	237.60
P16-02263	El Pollo Norteno Inc	MCAULIFFE	MAT/SUPL-Instructional	429.75
P16-02264	Smart And Final Iris Co	HAYDOCK	MATLS/SUPPL-INSTRUCTIONAL	108.00
P16-02265	Walmart	HAYDOCK	MATLS/SUPPLI-INSTRUCTIONAL	108.00
P16-02266	CDW G	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	317.52
P16-02267	CN School & Office Sol, Inc Cu Iver-Newlin	SORIA	MATL-SUP (SOR-ROOM #301-AYALA)	380.43
P16-02270	Jordanos Inc	CNS	supplies-048	418.09
P16-02271	Jordanos Inc	CNS	supplies-046	978.42
P16-02272	Lakeshore Learning Materials-V	ED SERVICES	Mat/Supp	462.13
P16-02273	Lakeshore Learning Materials-V	ED SERVICES	MATL/SUPP	74.44
P16-02274	Lakeshore Learning Materials-V	ED SERVICES	MATL/ SUP	357.94
P16-02276	Dell Direct Sales Lp	ED SERVICES	COMP-EQUIPT	518.44
P16-02278	Personnel Testing Council Of S	PERSONNEL	Conf	139.00
P16-02279	Ventura Co Office Of Education	LEMONWOOD	CONF (ADMIN & INSTRUCTIONAL)	860.00
P16-02280	Cal Lutheran University	SORIA	CONF (Instructional/Admin)	170.00
P16-02281	Ventura Co Office Of Education	SORIA	CONF(Admin)	100.00
P16-02282	Dunn Edwards	WAREHOUSE	Stores Supplies	343.18
P16-02284	The Master Teacher, Inc	BREKKE	MATL/SUP - instructional	832.61
P16-02285	Ventura Co Office Of Education	RAMONA	CONF - Admin	55.00
P16-02288	Department Of Social Services	NFL	SERV	363.00
P16-02289	UNITY SCHOOL BUS PARTS	TRANSPORTATIO	SUPPLIES	270.02
P16-02291	Handwriting Without Tears	CURREN	matl/sup - instructional	207.90
P16-02293	LEARNING A-Z	CURREN	SERV - Instructional	127.42
P16-02294	Jostens, Inc	CURREN	matl/sup - instructional	347.97
P16-02295	General Binding Corp.	CURREN	MAINT	375.00
P16-02297	Demco Inc	CURREN	matl/sup - instructional	125.63
P16-02298	Scholastic Inc	CURREN	matl/sup - instructional	230.37
P16-02300	ACSA	ASSESS ACCOUN	CONF	199.99
P16-02301	Amazon Com	MCAULIFFE	MATL/SUPL-Instructional	196.42
P16-02302	Aswell Trophy And Engraving	ED SERVICES	MATL/SUP	17.28
P16-02303	Imagestuff Com	KAMALA	Materials & Supplies-Instructional	16.28
P16-02304	Amazon Com	KAMALA	Materials & Supplies-Instructional	112.88
P16-02305	WPS	Special Ed	MATL/SUP	840.16
P16-02306	Ventura Co Office Of Education	KAMALA	Conference-Admin	140.00
P16-02309	Best Buy	FREMONT	MAT/SUPP - INSTRUCTION	443.99
P16-02314	Staples Direct	RAMONA	Mat/Sup - admin	158.85
P16-02315	Petroleum Telcom Inc DBA Telec om	RAMONA	Mat/Sup - Admin	799.20
P16-02317	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Office	621.26
P16-02318	Office Depot Bus Ser Div	KAMALA	Materials-instruction	168.05
P16-02320	CDW G	HAYDOCK	Matls Suppl Instructional	896.40
P16-02323	Smart And Final Iris Co	ED SERVICES	MATL/SUP	500.00
P16-02324	Smart And Final Iris Co	ED SERVICES	MATL/SUP	500.00
P16-02325	Smart And Final Iris Co	ED SERVICES	MATL/SUP	500.00
P16-02331	Ventura Co Office Of Education	HR	Conf/Travel	280.00
P16-02332	Ventura Co Office Of Education	RITCHEN	CONF-INSTRUCTIONAL	100.00

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## Includes Purchase Orders dated 09/24/2015 - 11/19/2015 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P16-02333	McCarty And Sons Towing	WAREHOUSE	Service	500.00
P16-02339	MCGRATH FAMILY FARM	RAMONA	SERV - instruction	472.00
P16-02340	IHG MANAGEMENT (MARYLAND) LLC CROWNE PLAZA REDONDO BEACH	ED SERVICES	CONF	704.60
P16-02341	Office Depot Bus Ser Div	MCKINNA	Materials & Supplies-Instructional	33.07
P16-02342	Southwest Airlines	ED SERVICES	CONF	545.88
P16-02344	School Serv Of Calif Inc	BUSINESS	SERV	780.00
P16-02346	United Airlines, Inc	ED SERVICES	CONF	863.60
P16-02348	Embassy Suites San Luis Obispo	ASSESS ACCOUN'	CONF	473.13
P16-02349	Embassy Suites San Luis Obispo	ASSESS ACCOUN'	CONF	473.13
P16-02352	Demco Inc	MARSHALL	Matls/Sups Instructional	284.46
P16-02353	Follet Library Resources	MARSHALL	Matls/Sups - Instructional	75.60
P16-02354	Lakeshore Learning Materials-V	MARSHALL	Matls/Sups - Instructional	125.40
P16-02356	Marie Callender's	MARSHALL	Matls/Sups Instructional	240.27
P16-02358	C.A.S.H. 33rd Annual Conf	FACILITIES	MEMBERSHIP DUES	743.00
P16-02360	Ventura Co Office Of Education	BUSINESS	CONF	120.00
P16-02361	Walmart	ASES	MATL/SUP	540.00
P16-02362	Toys 'R Us Inc	ASES	MATL/SUP	540.00
P16-02364	School Tech Supply	CNS	supplies	134.99
P16-02365	Sinclair Sanitary Supply Inc	ELM	Matl/Sup- Office	583.96
P16-02366	Amazon Com	ELM	Matl/Sup - Instructional	48.00
P16-02367	Curriculum Associates Inc	Special Ed	MATL/SUP	320.40
P16-02369	Petesehria, LLC PizzaMan Dan's	ELM	Matl/Sup - Instructional	285.97
P16-02370	Printech	ELM	Matl/Sup - Instructional	466.56
P16-02372	Smile Makers Inc	ELM	Matl/Sup - Instructional	38.03
P16-02373	EBCO Inc dba LockdownMagnet.com	LEMONWOOD	Materials and Supplies INSTRUCTIONAL	702.00
P16-02374	Hilton Garden Inn Oxnard	ED SERVICES	RENT	698.00
P16-02375	Roadrunner Shuttle And	ED SERVICES	CONF	360.50
P16-02376	Soap Man	TRANSPORTATIO	SUPPLIES	98.93
P16-02377	H&H Auto Parts Wholesale	TRANSPORTATIO	SUPPLIES	85.10
P16-02378	ACSA	ASSESS ACCOUN'	CONF	199.99
P16-02379	KAPCO	ELM	Matl/Sup - Instruction	194.29
P16-02380	CSU Channel Islands	ED SERVICES	RENT	500.00
P16-02381	Nasco Modesto	ED SERVICES	MATL/SUP	216.15
P16-02382	Demco Inc	MCKINNA	Materials & Supplies-Instructional	51.58
P16-02383	Lakeshore Learning Materials-V	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	517.32
P16-02384	Heinemann	ROSE	BOOKS OTHER THAN TEXTBOOKS - INSTRUCTIONAL	106.92
P16-02385	Calif Dept Of Educ	ED SERVICES	CONF-INSTRUCTIONAL	500.00
P16-02386	Oriental Trading Co Inc	ROSE	MATERIALS & SUPPLIES - INSTRUCTION	838.75
P16-02387	VEX Robotics, Inc	ED SERVICES	MATL/SUP	156.10
P16-02390	Amazon Com	SORIA	MATL/SUP (Instructional)	139.66
P16-02392	Ventura Co Office Of Education	ED SERVICES	CONF	190.00
P16-02395	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	904.28
P16-02398	NHR NEWCO HOLDINGS LLC CURVATU RE LLC	CHAVEZ	MATL/SUP (V.JIMENEZ)	183.60

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## Includes Purchase Orders dated 09/24/2015 - 11/19/2015 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P16-02401	Three Hearts Productions, Inc More with Me Yoga Adventures	SORIA	CONF & MATL/SUP(Instructional)	622.00
P16-02402	All Phase Electric Supply	WAREHOUSE	Stores Supplies	114.48
P16-02404	Pioneer Chemical Co	WAREHOUSE	Stores Supplies	321.41
P16-02407	CCSESA Attn: Science & Stem	RITCHEN	CONF-Instructional	250.00
P16-02408	Petroleum Telcom Inc DBA Telecom	TRANSPORTATIO	REPAIRS	67.50
P16-02409	Roadrunner Shuttle And	RITCHEN	CONF-INSTRUCTIONAL & ADMIN	174.00
P16-02410	Office Depot Bus Ser Div	ED SERVICES	MATL/SUP	961.68
P16-02412	Office Depot Bus Ser Div	TRANSPORTATIO	SUPPLIES	61.06
P16-02413	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	649.43
P16-02414	Office Depot Bus Ser Div	NFL	Mat/Sup	472.58
P16-02415	DELTA EDUCATION	BREKKE	MATL/SUPP - Instruction	255.59
P16-02416	Lakeshore Learning Materials-V	HARRINGTON	materials & supplies - instruction	154.34
P16-02417	TOYS FOR SPECIAL CHILDREN, INC ENABLING DEVICES	Special Ed	MATL/SUP	59.39
P16-02418	Maryland Materials LLC	FACILITIES	MATL/SUP	376.86
P16-02419	OMAC PHARMACY	Special Ed	MEDICAL	189.60
P16-02421	IMAGE APPAREL FOR BUSINESS	TRANSPORTATIO	SERV	298.54
P16-02422	Ventura Co Office Of Education	CHAVEZ	TRAVEL AND CONFERENCE-INSTRUCTION	325.00
P16-02424	Fred Pryor Seminars	HR	Travel/Conf	340.00
P16-02425	CUE, INC	MARINA	MATL/CONF-INSTR/ADMIN	480.00
P16-02426	CAHPERD 1	Special Ed	CONF	280.00
P16-02427	Amazon Com	MCAULIFFE	MATL/SUPL-Instructional	576.03
P16-02429	RICHARDS INSTITUTE OF EDUCATIO N AND RESEARCH	MCAULIFFE	MAT'L/SUPL-Instructional	105.84
P16-02430	DOLLAR TREE STORES INC	ASSESS ACCOUN'	MATL	228.46
P16-02431	Aswell Trophy And Engraving	MCAULIFFE	MATL/SUPL-Instructional	112.32
P16-02432	Scholastic Inc	MCAULIFFE	MATL/SUPL-Instructional	682.56
P16-02433	Federal Express Corp	ED SERVICES	MATL/SUP	500.00
P16-02434	Walmart	MARSHALL	mats/sups instruction	200.00
P16-02435	Walmart	MARSHALL	mats/sups instruction	200.00
P16-02436	Oriental Trading Co Inc	SIERRA LINDA	Material and Supplies / Instruction	84.22
P16-02437	Staples Direct	MCAULIFFE	MATL/Supl-Instructional	175.90
P16-02438	Bg's Coffee Shop	SUPERINTENDEN'	Mat & Sup	453.60
P16-02440	Exceptional Teaching Inc	Special Ed	MATL/SUP-Instructional	80.99
P16-02441	Concepts School & Office Furn	MARINA	MATL/SUPL-ADMIN	241.44
P16-02442	Crazy Aaron Enterprises	SIERRA LINDA	Material and Supplies / Instruction	37.40
P16-02444	Office Depot Bus Ser Div	SIERRA LINDA	Material and Supplies / Instruction	242.96
P16-02447	CUE, INC	ED SERVICES	CONF	240.00
P16-02448	Pro Ed	RAMONA	Mat/Sup - Instruction (RSP)	599.00
P16-02449	Doubletree Hotel Anaheim	HAYDOCK	Conf -Instructional	396.03
P16-02450	Ventura Co Office Of Education	RAMONA	CONF - Admin	140.00
P16-02451	Ventura Co Office Of Education	RAMONA	CONF - Instruction	15.00
P16-02452	Toppers Pizza Place	MARINA	MATL/SUPL-Instructional	.00
P16-02453	Staples Direct	RAMONA	Mat/Sup - Admin	74.51
P16-02454	NHR NEWCO HOLDINGS LLC CURVATU RE LLC	ELM	MATL/SUP (LIBRARY RM.108)	151.20

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## Includes Purchase Orders dated 09/24/2015 - 11/19/2015 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P16-02455	NHR NEWCO HOLDINGS LLC CURVATU RE LLC	FREMONT	MATL/SUP (T.MADRID RM.609)	91.80
P16-02456	Dominick's Italian Restaurant	HARRINGTON	MATERIALS & SUPPLIES/INSTRUCTION	429.84
P16-02457	Ventura Co Office Of Education	SORIA	CONF(Admin/Social Work/Instructional)	540.00
P16-02458	SHRED-IT USA LLC	SORIA	SERV (Instructional)	200.00
P16-02459	UPS - FREIGHT	SORIA	SERV (Instructional)	20.00
P16-02461	Modular Robotics Incorporated	RAMONA	Mat/Sup - Instruction	499.95
P16-02466	Apple Computer Inc	IT	MATL/SUP (Valerie/Dr. Morales)	149.04
P16-02467	TECHSMITH CORPORATION	IT	SERV	185.70
P16-02468	Amazon Com	KAMALA	Materials & Supplies-Instructional	291.58
P16-02469	Amazon Com	HARRINGTON	materials & supplies - admin	229.76
P16-02470	Smart And Final Iris Co	MARSHALL	Matls/Sups Instruction	216.00
P16-02471	Dell Direct Sales Lp	Pupil Svcs	MATL/SUP	51.03
P16-02472	Scholastic Inc	FREMONT	MAT/SUPP - INSTRUCTIONAL	104.22
P16-02473	Scholastic Inc	FREMONT	MATL/ SUPP - INSTRUCTIONAL	352.87
P16-02474	Costco Wholesale	FREMONT	MAT/SUPP - Instruction	300.00
P16-02477	Office Depot Bus Ser Div	HARRINGTON	MATLS/SUPL (HAR PROJ 4)	589.36
P16-02481	MAHON, GLENDA C. dba/ ACTION P REPAREDNESS TRAINING	HR	SERV	300.00
P16-02482	Vocabulary Spelling City	MARSHALL	Services-Instruction	52.95
P16-02484	Solution Tree	LEMONWOOD	CONF-Instruction	649.00
P16-02486	Ventura Co Office Of Education	MCKINNA	conf- instructional	325.00
P16-02487	Ventura Co Office Of Education	LEMONWOOD	CONFERENCE/SOCIAL WORK	50.00
P16-02488	Amazon Com	LEMONWOOD	Materials and Supplies INSTRUCTIONAL	57.01
P16-02489	Uline	FREMONT	MAT/SUP - SCHOOL OFFICE	172.80
P16-02491	Ventura Co Office Of Education	MCAULIFFE	CONF-Instructional (Serghides)	45.00
P16-02493	Ventura Co Office Of Education	SUPERINTENDEN	CONF	20.00
P16-02494	Scholastic Inc	FREMONT	MATL/ SUPP - INSTRUCTIONAL	177.73
P16-02495	Inns of Monterey-Victorian Inn	ED SERVICES	TRAV/CONF	139.56
P16-02496	Amazon Com	LEMONWOOD	Materials and Supplies/INSTRUCTIONAL	112.88
P16-02497	Office Depot Bus Ser Div	WAREHOUSE	STORES	408.67
P16-02498	NHR NEWCO HOLDINGS LLC CURVATU RE LLC	TRANSPORTATIO	MATL/SUP (OFFICE)	151.20
P16-02501	BMI Systems Group	ELM	Mat/Sup - Instruction	96.12
P16-02502	Cambium Learning Inc	ELM	Mat/Sup - Instructional	474.77
P16-02504	CABE VTA CO CHAPTER ATTN: SOLE DAD MOLINAR	MARINA	TRAVL/CONF-Instructional	700.00
P16-02508	Michael K Marshall Marshall Me mo	ED SERVICES	SERV	170.00
P16-02509	Amazon Com	ELM	Mat/Sup - Instructional	637.35
P16-02510	Amazon Com	MARINA	MATL/SUPL-Instructional	83.58
P16-02511	Robotics Ed & Competition Fdn	ED SERVICES	SERV	50.00
P16-02512	Dolinka Group Llc	SUPERINTENDEN	SVC	207.65
P16-02513	Pearson	Special Ed	MATL/SUP	925.59
P16-02514	Sehi Computer Products Inc	SUPERINTENDEN	MATLS/SUP	73.16
P16-02515	Mostafa Gharebaghi 5 Points Sm og	FACILITIES	SERVICE	540.00
P16-02518	The Hose-Man Inc	TRANSPORTATIO	SUPPLIES	14.40
P16-02519	Howard Klein Snap-on Tools	TRANSPORTATIO	SUPPLIES	251.64
P16-02521	School Tech Supply	TRANSPORTATIO	SUPPLIES	31.32
P16-02522	Pro Ed	ELM	Mat/Sup - Instructional	218.05

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## Includes Purchase Orders dated 09/24/2015 - 11/19/2015 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P16-02523	Imagestuff Com	MCAULIFFE	MATL/SUPL-Instructional	99.91
P16-02524	Imagestuff Com	MCAULIFFE	MATL/SUPL-Instructional	297.27
P16-02525	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Office	8.27
P16-02526	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Office	93.30
P16-02527	Office Depot Bus Ser Div	MARINA	MATL/SUPL-Instructional	80.34
P16-02528	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Office	143.36
P16-02529	Office Depot Bus Ser Div	Pupil Srvs	MATL/SUP-FREMONT OFFICE/S. Andrews	475.72
P16-02530	Office Depot Bus Ser Div	Pupil Srvs	MATL/SUP	122.37
P16-02531	CASBO	BUSINESS	CONF	600.00
<b>Total Number of POs</b>			<b>612</b>	<b>Total</b>
				<b>196,345.30</b>

## Fund Recap

Fund	Description	PO Count	Amount
010	GENERAL FUND	587	186,376.55
120	CHILD DEVELOPMENT FUND	6	1,461.20
130	CAFETERIA FUND	17	7,033.19
213	BOND FUND MEASURE R 2012	2	1,474.36
<b>Total Fiscal Year 2016</b>			<b>196,345.30</b>
<b>Total</b>			<b>196,345.30</b>

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## PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P14-02506	59,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	.00
P15-04710	97,916.28	213-6270	BOND FUND MEASURE R 2012/MAIN BUILDING CONTR/	43,346.34-
P16-00039	940.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	400.00
P16-00061	5,080.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	816.69
P16-00251	15,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	12,000.00-
P16-00294	700.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00
P16-00342	1,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	460.00
P16-00434	893.75	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	210.00
P16-00486	570.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	300.00
P16-00669	1,700.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00
P16-00958	2,231.28	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	543.77
P16-01156	491.00	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	687.00
P16-01217	217.94	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	782.45
P16-01262	1,680.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	600.00
P16-01293	2,196.00	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	300.00-
P16-01299	104.44	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	86.29-
P16-01362	2,350.00	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	400.00
P16-01453	1,117.64	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	26.93-
P16-01512	255.00	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	510.00-
P16-01588	342.14	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	151.18
P16-01610	1,022.45	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	30.56-
P16-01672	4,133.23	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	4,491.61-
P16-01968	8,206.80	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	390.80
P16-02102	2,035.83	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	35.83
<b>Total PO Changes</b>				<b>54,014.01-</b>

Information is further limited to: (Maximum Amount = 999.99)

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## Includes Purchase Orders dated 09/24/2015 - 11/19/2015 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
CNP16-00034	School Nurse Supply Co	CNS	stores	1,360.80
CNP16-00035	P And R Paper Supply Co	CNS	stores	6,401.57
CNP16-00036	Jordanos Inc	CNS	stores	13,473.90
CNP16-00037	P And R Paper Supply Co	CNS	stores	6,460.86
CNP16-00038	Gold Star Foods	CNS	stores	53,814.09
CNP16-00039	Gold Star Foods	CNS	stores	12,481.56
CNP16-00040	Sysco Food Services Of Ventura	CNS	stores	4,857.52
CNP16-00041	Jordanos Inc	CNS	stores	8,562.03
CNP16-00042	P And R Paper Supply Co	CNS	stores	5,744.54
CNP16-00043	Gold Star Foods	CNS	stores	15,778.85
CNP16-00044	Bernard Food Industries Inc	CNS	stores	4,730.64
CNP16-00045	Jordanos Inc	CNS	stores	5,787.11
CNP16-00046	Gold Star Foods	CNS	4700 Food	1,314.50
CNP16-00047	P And R Paper Supply Co	CNS	stores	5,225.56
CNP16-00048	Gold Star Foods	CNS	stores	9,422.29
CNP16-00049	Cal Jen Sales Co	CNS	stores	1,936.22
CNP16-00050	Jordanos Inc	CNS	stores	6,974.62
CNP16-00051	P And R Paper Supply Co	CNS	stores	7,580.89
CNP16-00052	Gold Star Foods	CNS	stores	16,013.01
CNP16-00053	Jordanos Inc	CNS	stores	8,546.54
CNP16-00054	Sysco Food Services Of Ventura	CNS	stores	1,593.44
CNP16-00055	P And R Paper Supply Co	CNS	stores	5,241.52
CNP16-00056	Grainger Inc	CNS	stores	1,334.10
CNP16-00057	Jordanos Inc	CNS	stores	8,588.74
CNP16-00058	Gold Star Foods	CNS	stores	29,391.25
CNP16-00059	P And R Paper Supply Co	CNS	stores	5,760.77
CNP16-00060	Sysco Food Services Of Ventura	CNS	stores	3,321.39
CNP16-00061	Gold Star Foods	CNS	stores	25,136.34
CNP16-00062	Jordanos Inc	CNS	stores	6,794.40
CNP16-00063	P And R Paper Supply Co	CNS	stores	6,185.53
CNP16-00064	Gold Star Foods	CNS	stores	19,600.86
CNP16-00065	Jordanos Inc	CNS	stores	8,750.33
CNP16-00066	Sysco Food Services Of Ventura	CNS	stores	3,505.98
CNP16-00068	P And R Paper Supply Co	CNS	stores	5,014.46
P16-01266	ESGI	HARRINGTON	Consulting Services/Instructional	1,192.00
P16-01411	School Health Corporation	WAREHOUSE	Stores Supplies	1,400.11
P16-01489	Focus On The Masters	HARRINGTON	SERV	1,350.00
P16-01502	Barnes And Noble	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	1,612.50
P16-01535	Art Trek	HARRINGTON	PROFESSIONAL CONSUTING/INSTRUCTION	3,662.00
P16-01594	Div Of The State Architect	FACILITIES	SERV-DSA Fees	4,539.43
P16-01595	Div Of The State Architect	FACILITIES	DSA Fees	3,590.67
P16-01596	Turf Star	FACILITIES	Equip	29,483.81
P16-01599	Concepts School & Office Furn	ED SERVICES	MATL/SUP	7,345.56
P16-01601	CMC	ED SERVICES	CONF	4,355.00
P16-01602	AC Supply Co	ED SERVICES	MATL/SUP	3,034.08
P16-01603	School Employers Assoc Of Ca	HR	Travel/Conf	1,900.00
P16-01604	JW MARRIOTT RESORT & SPA	ED SERVICES	CONF	10,102.26

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## Includes Purchase Orders dated 09/24/2015 - 11/19/2015 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P16-01606	BirdBrain Technologies, LLC	ED SERVICES	MATL/SUP	3,849.12
P16-01607	Barobo, Inc	ED SERVICES	MATL/SUP	15,217.03
P16-01609	Concepts School & Office Furn	CURREN	equip - instructional	2,738.73
P16-01631	Flocabulary LLC	FREMONT	SERV - INSTRUCTION	1,200.00
P16-01637	California Lutheran University	ELM	Conf - Instruction	3,600.00
P16-01645	JONES-CAMPBELL CO., INC. JONES -CAMPBELL CO.	KAMALA	EQUIP (CAFETERIA TABLES)	2,630.88
P16-01647	School Tech Supply	ED SERVICES	EQUIP (FRE-TEACHER-STUDENT LAPTOPS)	77,193.00
P16-01648	School Tech Supply	ED SERVICES	EQUIP (HAY - TEACHER/STUDENT LAPTOPS)	71,412.84
P16-01651	Sheraton Hotels And Resorts	LEMONWOOD	TRAVEL/CONFER (iNSTRUCTION)	1,279.08
P16-01653	Oxford University Press Usa	ENGLISH LEARNE	Materials	3,278.39
P16-01654	Dell Direct Sales Lp	ENGLISH LEARNE	material equipment	2,386.95
P16-01656	School Tech Supply	ED SERVICES	EQUIP (FRANK - TEACHER/STUDENT LAPTOPS)	88,030.80
P16-01657	Pearson	Special Ed	MATL/SUPL	7,006.72
P16-01658	UNITED SCOPE, LLC	PURCHASING	MATL/SUP	17,972.52
P16-01662	Amazon Com	HAYDOCK	MATLS/SUPL-INSTRUCTIONAL	1,602.66
P16-01665	Lakeshore Learning Materials-V	ED SERVICES	MATL/SUP	1,314.92
P16-01666	Magnet Schools of America	ED SERVICES	MEMB	3,500.00
P16-01669	Cengage Learning, Inc	ED SERVICES	TEXTBK	20,003.66
P16-01670	Cengage Learning, Inc	ED SERVICES	TEXTBK	3,949.73
P16-01672	Augusta Sportwear Holdings Inc Discount Dance, LLC	ED SERVICES	MATL/SUP	4,133.23
P16-01674	Dell Direct Sales Lp	MCKINNA	EQUIP (MCK: LARA/VARGAS)	2,386.97
P16-01675	Staples Advantage	WAREHOUSE	Stores Supplies	21,310.13
P16-01677	GREG A MARVEL DBA/ TRANSTRAKS	TRANSPORTATIO	SERV	7,500.00
P16-01681	Leopaul A. Martinez Jr	DRIFFILL	MAT/SUPP-instructional	1,927.80
P16-01684	California Science Center	HAYDOCK	SERV-INSTRUCTIONAL	2,727.25
P16-01686	Jordanos Inc	CNS	supplies	40,000.00
P16-01689	COUNTY OF VENTURA	CNS	serv	12,604.80
P16-01697	Houghton Mifflin Harcourt	ED SERVICES	TEXTBK	4,642.04
P16-01698	Houghton Mifflin Harcourt	ED SERVICES	TEXTBK	6,140.99
P16-01699	Houghton Mifflin Harcourt	ED SERVICES	TEXTBK	5,070.31
P16-01700	Houghton Mifflin Harcourt	ED SERVICES	TEXTBK	3,905.28
P16-01701	Houghton Mifflin Harcourt	ED SERVICES	TEXTBK	6,140.99
P16-01702	Houghton Mifflin Harcourt	ED SERVICES	TEXTBK	6,140.99
P16-01703	Houghton Mifflin Harcourt	ED SERVICES	TEXTBK	4,642.04
P16-01704	Houghton Mifflin Harcourt	ED SERVICES	TEXTBK	2,047.00
P16-01712	Teacher's Curriculum Institute	HAYDOCK	SERV-INSTRUCTIONAL	3,200.00
P16-01718	Dagan Sales And Marketing Inc	DRIFFILL	MAT/SUPP-instructional	2,624.40
P16-01726	CONSTRUCTION TESTING & ENG	FACILITIES	BOND/BLDG/PRECON GEOTECH SVCS/MAR	14,900.00
P16-01728	Southwest Airlines	LEMONWOOD	TRAVEL/CONFE (INSTRUCTION)	1,386.00
P16-01729	Mobile Modular Management	FACILITIES	Rental/Lease/Fremont	4,836.00
P16-01730	Mobile Modular Management	FACILITIES	Rental/Lease/Haydock	4,836.00
P16-01732	INTERCONTINENTAL- THE CLEMENT MONTEREY	ED SERVICES	CONF	3,829.74

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## Includes Purchase Orders dated 09/24/2015 - 11/19/2015 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P16-01735	New Encore Illinois, Inc Encor e Repair Services, LLC	IT	RENT, LEASE, REPAIR	1,432.00
P16-01736	New Encore Illinois, Inc Encor e Repair Services, LLC	IT	RENT, LEASE, REPAIR	5,838.00
P16-01737	Dell Direct Sales Lp	Pupil Srvs	EQUIP	1,082.08
P16-01738	UC REGENTS	FRANK	Conf - Instructional	1,000.00
P16-01742	Printech	WAREHOUSE	Stores Supplies	2,727.43
P16-01743	General Binding Corp.	WAREHOUSE	Stores Supplies	2,062.80
P16-01744	Tech-Wall Of Ventura Inc	FACILITIES	Repair	1,400.00
P16-01745	Tech-Wall Of Ventura Inc	FACILITIES	Repair	1,499.00
P16-01747	CABE VTA CO CHAPTER ATTN: JENN IFER ROBLES	SORIA	CONF (Instructional/Admin)	1,050.00
P16-01750	Magnatag Visible Systems	SORIA	Equipment (Instructional)	2,903.12
P16-01752	Cal Lutheran University - CRLP	HARRINGTON	TRAVEL/CONFERENC/Instruction	4,800.00
P16-01754	CDW G	IT	EQUIP (DO/Tom)	27,806.76
P16-01755	PARAGON SYSTEMS, INC	IT	EQUIP	12,795.00
P16-01757	Brainpop Com Llc	HARRINGTON	SERV/5800/NSTRUCTIONAL	2,295.00
P16-01758	ADVANCED CLASSROOM TECHNOLOGIE S, INC	HARRINGTON	MATS/SUPPLIES/EQUIPMENT/INSTRUC TIONAL	1,562.12
P16-01759	Read Naturally, Inc	SORIA	MATL/SUP - BKS Instructional	2,017.80
P16-01760	United Refrigeration Inc	FACILITIES	Matl/Sup	10,155.28
P16-01762	Troxell Communications, Inc	IT	EQUIP (Valerie/Lisa C)	8,645.44
P16-01764	Videotape Products Inc	IT	EQUIP (OPIE)	6,240.76
P16-01765	Dept Of Toxic Substances Ctr	BUSINESS	CONST	14,258.00
P16-01767	CCSESA	ED SERVICES	CONF	1,350.00
P16-01769	School Tech Supply	IT	MATL/SUP (RAM ~ Ricky)	8,640.00
P16-01770	Oxford University Press Usa	ENGLISH LEARNE	materials	5,971.49
P16-01772	SignMasters, Inc	ED SERVICES	PROF	2,255.65
P16-01775	VERNIER SOFTWARE & TECH, LLC	ED SERVICES	MATL/SUP	8,742.09
P16-01776	Agromin	ED SERVICES	MATL/SUP(S.RASKIN)	2,187.80
P16-01783	EPS Literacy & Intervention	CHAVEZ	BOOKS OTHER THAN TEXTBOOKS-INSTRUCTIONAL	1,432.97
P16-01789	Extreme Clean	WAREHOUSE	Stores Supplies	2,340.90
P16-01791	Unisource Worldwide, Inc	WAREHOUSE	Stores Supplies	6,757.45
P16-01793	Petroleum Telcom Inc DBA Telec om	KAMALA	Materials & Supplies-Instructional	1,017.80
P16-01795	LEARNING A-Z	KAMALA	SERV-INST	2,430.00
P16-01797	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	4,133.00
P16-01801	Dell Direct Sales Lp	FREMONT	COMPUTER EQUIPMENT - INSTRUCTION	2,387.10
P16-01802	Dell Direct Sales Lp	CHAVEZ	COMPUTER EQUIPMENT-INSTRUCTIONAL	1,217.70
P16-01803	Sinclair Sanitary Supply Inc	FACILITIES	equipment	2,699.23
P16-01804	Sinclair Sanitary Supply Inc	FACILITIES	equipment	2,036.88
P16-01811	ACSA	RISK MGMT	MEMB	2,150.73
P16-01814	ACSA	RISK MGMT	Membership	1,401.75
P16-01815	Ballard and Tighe Publishers	RITCHEN	materials	1,738.80
P16-01817	CSU Channel Islands	SORIA	MATL/SUP - Instructional	1,351.59

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## Includes Purchase Orders dated 09/24/2015 - 11/19/2015 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P16-01823	Sheraton Grand Sacramento	ROSE	TRAVEL & CONFERENCE - ADMINISTRATION	1,274.04
P16-01836	Perma Bound Books	ELM	BKS - Instruction	9,479.76
P16-01840	DELTA EDUCATION	ELM	Mat/Sup - Instruction	17,131.69
P16-01843	Artesia Sawdust Products, Inc	FACILITIES	MATL/SUP	6,812.00
P16-01844	Lakeshore Learning Materials-V	BUDGET	MATLS	1,353.20
P16-01846	Amer Fidelity Assurance Co	BUDGET	SERV	14,400.00
P16-01851	Amazon Com	ASES	mat/sup	4,211.70
P16-01854	JW Pepper And Son Inc	ED SERVICES	MATL/SUP	1,917.10
P16-01855	CASBO	RISK MGMT	Membership	4,105.00
P16-01856	Nasco Modesto	HAYDOCK	MATL/SUP	4,591.88
P16-01857	Jordanos Inc	CNS	supplies	1,808.67
P16-01868	Sheraton Grand Sacramento	Special Ed	TRAVEL/CONF	1,106.92
P16-01873	RICHARDS INSTITUTE OF EDUCATIO N AND RESEARCH	MCAULIFFE	CONF-Instructional	1,600.00
P16-01874	Lakeshore Learning Materials-V	NFL	Mat/Sup	1,871.19
P16-01883	CN School & Office Sol, Inc Cui- Iver-Newlin	Special Ed	EQUIP-MATL	3,305.57
P16-01884	Buck Institute for Education	ED SERVICES	SERV (MSAP)	34,000.00
P16-01889	CABE	SORIA	CONF (Instructional)	2,500.00
P16-01892	CAG	SORIA	CONF (Instructional)	1,335.00
P16-01894	Renaissance Palm Springs Hotel	SORIA	CONF (Instructional)	1,300.65
P16-01901	Focus On The Masters	MARSHALL	SERV	1,350.00
P16-01902	Ventura Pest Control	CNS	operations & housekeeping	14,560.00
P16-01903	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	4,564.58
P16-01905	Unisource Worldwide, Inc	WAREHOUSE	Stores Supplies	13,390.65
P16-01907	Carson Entertainment	ASES	SERV	4,000.00
P16-01908	NICOLE MARIE DIETSCH	KAMALA	LCFF/SERV	4,050.00
P16-01909	JENNIFER A. BLOK	CHAVEZ	LCFF/SERV	1,560.00
P16-01910	Focus On The Masters	MARINA	SERV	1,350.00
P16-01912	Classic Upholstery	FACILITIES	repair seat/head linner	5,000.00
P16-01917	School Innovations & Achieveme nt	ENGLISH LEARNE	Materials	1,873.54
P16-01918	Pearson Education	ED SERVICES	TEXTBK	22,738.48
P16-01919	Pearson Education	ED SERVICES	TEXTBK	8,395.75
P16-01920	Pearson Education	ED SERVICES	TEXTBK	8,162.53
P16-01921	Pearson Education	ED SERVICES	TEXTBK	8,162.53
P16-01922	Pearson Education	ED SERVICES	TEXTBK	6,180.20
P16-01923	Pearson Education	ED SERVICES	TEXTBK	9,328.61
P16-01924	Pearson Education	ED SERVICES	TEXTBK	8,162.53
P16-01925	Pearson Education	ED SERVICES	TEXTBK	3,222.67
P16-01930	Scholastic Inc	HARRINGTON	MATL/SUP INSTRUCTION	2,779.12
P16-01938	Lakeshore Learning Materials-V	SIERRA LINDA	MATL/SUP (INSTRUCTIONAL)	1,810.67
P16-01939	FOLLETT SCHOOL SOLUTIONS, INC	ED SERVICES	TEXTBK	19,301.98
P16-01940	REMINDERBAND, INC	BREKKE	MATL/SUP - Instructional	1,650.94
P16-01944	ALTERNATIVE DIGITAL PRINTING	WAREHOUSE	Stores Supplies	2,122.85
P16-01949	Aswell Trophy And Engraving	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTION	1,206.41
P16-01950	Amazon Com	MCKINNA	mat/sup- instructional	1,529.54
P16-01956	California School Boards Assoc	SUPERINTENDEN	CONF	1,240.00

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## Includes Purchase Orders dated 09/24/2015 - 11/19/2015 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P16-01958	ADVANCED CLASSROOM TECHNOLOGIE S, INC	IT	EQUIP (Soria School)	8,887.32
P16-01961	Div Of The State Architect	BUSINESS	CONST	10,625.00
P16-01962	DELTA EDUCATION	RITCHEN	MATL/SUP-INSTRUCTUIONAL	1,693.82
P16-01966	Home Depot Inc	ROSE	NON-CAPITALIZED EQUIP - INSTRUCTIONAL	2,589.41
P16-01968	Sheraton Pasadena Hotel	ED SERVICES	CONF	8,206.80
P16-01974	Positive Promotions	SIERRA LINDA	matl/sup - instructional	1,200.96
P16-01979	Kamran And Co Inc	CNS	equipment	3,275.38
P16-01988	World's Finest Chocolate, Inc	MCKINNA	matlsup-instructional	2,280.00
P16-01990	CDW G	IT	EQUIP (Training Lab)	1,361.88
P16-01991	Apple Computer Inc	IT	MATL/SUP (Training Lab)	2,137.32
P16-01992	School Tech Supply	IT	EQUIP (Training Lab)	14,450.40
P16-01993	KURT WILLIAM MASSEY DYNAMIC MO UNTING LLC	IT	MATL/SUP	1,409.40
P16-01999	Xpedx Paper Co	GRAPHICS	Materials and Supplies	5,653.50
P16-02001	JW MARRIOTT RESORT & SPA	ASSESS ACCOUN	CONF	1,340.64
P16-02017	Troxell Communications, Inc	MARINA	EQUIP (DOC CAMERA)	1,620.00
P16-02022	Dell Direct Sales Lp	Pupil Srvs	EQUIP	1,756.30
P16-02032	2 Teach, LLC	ED SERVICES	SERV	2,100.00
P16-02033	CASA REAL ESTATE, LP AVALON PA LM SPRINGS	SIERRA LINDA	Conf - instruction/ admin	5,050.20
P16-02034	Tech-Wall Of Ventura Inc	SIERRA LINDA	matl/sup - office	4,732.56
P16-02040	Best Buy	HARRINGTON	BOND/F&E (TV'S)	74,081.87
P16-02041	Best Buy	HARRINGTON	BOND/F&E (TV'S)	1,739.56
P16-02042	CDW G	SORIA	EQUIP (Instructional)	4,945.59
P16-02043	Amazon Com	SORIA	MATL/SUP (Instructional)	1,330.58
P16-02051	Apple Computer Inc	MCKINNA	equip over \$500-instructional	8,061.12
P16-02060	Petesehria, LLC PizzaMan Dan's	ED SERVICES	Mat/ Supp	1,250.00
P16-02070	CN School & Office Sol, Inc Cu Iver-Newlin	PURCHASING	MATL/SUP	9,583.92
P16-02071	GMH INC dba/WEST COAST AIR CON DITIONING	FACILITIES	BLDG/DEF MAINT (ESC HVAC INSTALL/MODIFICATIONS)	25,375.00
P16-02073	CDW G	IT	SERV	5,094.09
P16-02075	Sinclair Sanitary Supply Inc	WAREHOUSE	Stores Supplies	2,332.80
P16-02077	Ventura Co Office Of Education	ED SERVICES	CONF	24,650.00
P16-02078	Omni San Diego Hotel	ASSESS ACCOUN	CONF	3,179.85
P16-02080	Peoples Education, Inc	SIERRA LINDA	matl/sup - instructional	3,038.79
P16-02081	Treetop Publishing	SIERRA LINDA	matl/sup - instructional	2,941.55
P16-02083	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	4,030.00
P16-02084	Ballard and Tighe Publishers	ED SERVICES	MATLS/SUPPL-INSTRUCTIONAL	1,790.64
P16-02085	Rosetta Stone Ltd	ED SERVICES	PROF/SERV-INSTRUCTIONAL	112,100.00
P16-02086	Ballard and Tighe Publishers	ED SERVICES	MATLS/SUPPL-INSTRUCTIONAL	4,224.96
P16-02087	MOTTERS MUSIC HOUSE, INC MUSIC IS ELEMENTARY	ED SERVICES	EQUIP	1,928.50
P16-02088	CDW G	HAYDOCK	Equip- Instructional	2,063.23
P16-02089	Avid Center	ASSESS ACCOUN	CONF	3,150.00
P16-02094	Div Of The State Architect	BUSINESS	CONST	4,048.88
P16-02099	The Master Teacher, Inc	LEMONWOOD	Materials and Supplies INSTRUCTIONAL	1,408.32
P16-02102	SHAVONN SWAIN	ED SERVICES	SERV	2,035.83

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## Includes Purchase Orders dated 09/24/2015 - 11/19/2015 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P16-02103	UC Regents Billing & Payment Services	ED SERVICES	MSAP/SERV	6,192.75
P16-02114	Brainpop Com Llc	LEMONWOOD	Professional Consulting Services/INSTRUCTIONAL	3,067.20
P16-02117	CONTROLTEC INC	ED SERVICES	MAINT	2,730.00
P16-02118	SANDY POINT INK LLC	ED SERVICES	MSAP/SVC	75,000.00
P16-02121	Pearson Education	ED SERVICES	MATLS/SUPPL-INSTRUCTIONAL	1,597.75
P16-02125	Dell Direct Sales Lp	HAYDOCK	Computer Eqpt-Instructional	48,309.91
P16-02126	Houghton Mifflin Harcourt	FRANK	MATL/SUPL - INSTRUCTIONAL	1,624.97
P16-02127	CSU Channel Islands	FRANK	Serv-Instruction	13,500.00
P16-02132	Hilton Garden Inn Oxnard	ED SERVICES	CONF/RENTAL-ADMIN	5,379.28
P16-02133	Extreme Clean	WAREHOUSE	Stores Supplies	5,580.90
P16-02134	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	1,959.01
P16-02135	Unisource Worldwide, Inc	WAREHOUSE	Stores Supplies	2,211.84
P16-02142	ADVANCED CLASSROOM TECHNOLOGIE S, INC	FRANK	Equip - Instructional	7,770.04
P16-02144	Oxnard Performing Arts Center	ASES	RENTAL	1,682.25
P16-02147	Scholastic Inc	ROSE	MATERIALS & SUPPLIES - INSTRUCTION	4,000.01
P16-02155	Jordanos Inc	CNS	supplies	1,085.61
P16-02157	Costco Wholesale	SORIA	MATL/SUP (Instructional)	1,000.00
P16-02160	KATAMY CORP CHEERZONE	ASES	mat/sup	7,883.57
P16-02164	Caldwell Flores Winters, Inc	SUPERINTENDEN	SERV	150,000.00
P16-02168	Calif Dept Of Educ Cashier's Office	ED SERVICES	CONF-INSTRUCTIONAL/ADMIN	2,550.00
P16-02176	Surfscore, Inc	MCKINNA	SERV-INSTRUCTIONAL	1,250.00
P16-02178	Pearson	Special Ed	MATL/SUP	7,328.95
P16-02188	Westin Bonaventure Hotel & Sui	ED SERVICES	CONF (ACCOMODATIONS)	2,525.52
P16-02190	A-1 TRUCK & EQUIPMENT INC	FACILITIES	SERV/REPAIR	5,400.00
P16-02191	Hilton San Francisco-O'Farrell	RITCHEN	CONF-INSTRUCTIONAL & ADMIN	1,947.04
P16-02196	C.A.S.H. 33rd Annual Conf	FACILITIES	Conf	1,150.00
P16-02200	Unisource Worldwide, Inc	WAREHOUSE	Stores Supplies	11,676.69
P16-02201	JANICE H. LINDSAY	NFL	SERV	5,040.00
P16-02202	CECILIA ARREDONDO	NFL	SERV	8,820.00
P16-02203	JENNIFER A. BLOK	NFL	SERV	8,820.00
P16-02204	NICOLE MARIE DIETSCH	NFL	SERV	7,560.00
P16-02205	ROBERT ISSAC GUTIERREZ	NFL	SERV	7,560.00
P16-02206	Dell Direct Sales Lp	TRANSPORTATIO	COMP SUPP	1,440.44
P16-02207	Jordanos Inc	CNS	equipment-051	1,969.48
P16-02210	New West Symphony Assn	NFL	SERV	4,250.00
P16-02213	ExploreLearning, LLC	HARRINGTON	PROF CONSULTING SERV./INSTRUCTIONAL	3,395.00
P16-02214	Casa Pacifica	Pupil Svcs	SERV- Reg. Ed. Transp. Homeless	30,000.00
P16-02216	COUNTY OF VENTURA OFFICE OF DISTRICT ATTORNEY	Pupil Svcs	SERV- THRIVE Prog. (SARB/Truancy)	3,549.65
P16-02218	Printech	MARSHALL	Mats/Sups - Instruction	2,880.00
P16-02229	Scholastic Inc	RITCHEN	MATL/SUP-Instructional	1,631.77
P16-02233	Ansmar Publishers Inc	ROSE	BOOKS OTHER THAN TEXTBOOKS - INSTRUCTION	4,715.28
P16-02234	Hazelden Educational Material	FREMONT	SERV - INSTRUCTION	3,600.00
P16-02244	CDW G	RAMONA	Computer Supplies - Instruction	1,850.77

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## Includes Purchase Orders dated 09/24/2015 - 11/19/2015 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P16-02249	CDW G	HARRINGTON	EQUIP-ADMIN	1,336.43
P16-02252	Petroleum Telcom Inc DBA Telecom	LEMONWOOD	Materials/Supplies (Clerical)	2,517.48
P16-02253	General Binding Corp.	CHAVEZ	NON CAPITALIZED EQUIPMENT-INSTRUCTIONAL	2,307.18
P16-02254	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	2,825.60
P16-02258	Extreme Clean	WAREHOUSE	Stores Supplies	2,754.00
P16-02259	Hillyard Inc	WAREHOUSE	Stores Supplies	5,515.56
P16-02268	Southwest School & Office Sup	WAREHOUSE	STORES	2,871.18
P16-02269	Ventura Co Office Of Education	IT	SERV	103,320.00
P16-02275	Dell Direct Sales Lp	Special Ed	EQUIP	6,373.93
P16-02277	Dell Direct Sales Lp	FREMONT	MAT/SUP - Instruction	6,038.82
P16-02283	Neogov	HR	SERV	13,270.00
P16-02286	COLLABORATION SOL INC DBA /A+ INTERACTIVE TECHNOLOGIES	HARRINGTON	BOND/F&E/EQUIP-MATL-SUP (MATRIX BOX/HDMI)	24,602.26
P16-02287	Apple Computer Inc	HARRINGTON	BONF/F&E/HAR-APPLE TV	2,235.60
P16-02290	Cambium Education, Inc Sopris; Voyager	CURREN	matl/sup - instructional	3,847.66
P16-02292	Schoolmasters Safety	CURREN	mat/sup - instructional	1,262.13
P16-02296	Discovery Education Inc	CURREN	serv- instructional	2,600.00
P16-02307	Pearson	Special Ed	MATL/SUP	1,556.01
P16-02308	Colbi Technologies Inc	BUSINESS	SERV	15,000.00
P16-02310	Printech	CURREN	equip - instructional	2,586.60
P16-02311	Petroleum Telcom Inc DBA Telecom	CURREN	matl/sup - instructional	1,512.00
P16-02312	Sinclair Sanitary Supply Inc	CURREN	equip - instructional	1,073.25
P16-02313	SELVI-VIDOVICH THE GRAND HOTEL	ED SERVICES	CONF	1,653.84
P16-02316	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	1,263.43
P16-02319	Lowe's	ED SERVICES	MATL/SUP	1,000.00
P16-02321	ACSA	ASSESS ACCOUN	CONF	1,999.90
P16-02322	Troxell Communications, Inc	ED SERVICES	EQUIP	16,278.84
P16-02326	Lowe's	ED SERVICES	MATL/SUP	1,000.00
P16-02327	Lowe's	ED SERVICES	MATL/SUP	1,000.00
P16-02328	Gopher Sport	LEMONWOOD	Mat/Supp (INSTRUCTIONAL)	4,746.55
P16-02329	Amazon Com	ED SERVICES	MATL/SUP	1,913.76
P16-02330	Ventura Co Office Of Education	FACILITIES	Registration	1,320.00
P16-02334	MAHON, GLENDA C. dba/ ACTION P REPAREDNESS TRAINING	RISK MGMT	Professional Training	4,005.00
P16-02335	Dell Direct Sales Lp	RAMONA	Computer Equipment - Instruction	13,734.21
P16-02336	Coast To Coast Computer Prod	RAMONA	Mat/Sup - Instruction	1,080.00
P16-02337	Ventura Co Office Of Education	HR	Conf/Travel	1,440.00
P16-02338	Alliance Publishing And Market	RAMONA	MATL/SUP- INSTRUCTION	1,568.29
P16-02343	Petroleum Telcom Inc DBA Telecom	RITCHEN	MATL/SUP-ADMIN	1,247.40
P16-02345	Kamran And Co Inc	CNS	equipment-038	17,078.86
P16-02347	Embassy Suites San Luis Obispo	ASSESS ACCOUN	CONF	4,731.30
P16-02351	TONY'S COLLISION SERVICES, INC TONY'S BODY SHOP	FACILITIES	Repair	1,306.58

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## Includes Purchase Orders dated 09/24/2015 - 11/19/2015 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P16-02355	Vista Ford Of Oxnard	FACILITIES	Equipment	39,936.35
P16-02357	Scholastic Inc	MARSHALL	Matls/Sups instruction	2,829.41
P16-02359	World's Finest Chocolate, Inc	MARSHALL	Matls/Sups instruction	3,030.00
P16-02363	Acorn Paper Products Co	WAREHOUSE	Harrington Moving Supplies	1,952.59
P16-02368	Curriculum Associates Inc	FREMONT	BKS-INSTRUCTIONAL	1,266.52
P16-02371	Buyextras.Com	IT	MATL/SUP	7,173.40
P16-02388	Magnatag Visible Systems	ED SERVICES	MATL/SUP	1,130.64
P16-02389	Oriental Trading Co Inc	ED SERVICES	MATL/SUP	1,209.00
P16-02391	Printech	WAREHOUSE	Stores supplies	2,622.24
P16-02393	Ventura Co Office Of Education	ED SERVICES	CONF	1,350.00
P16-02394	Ventura Co Office Of Education	BUDGET	TUITION	352,325.00
P16-02396	Decker Equipment	RAMONA	Mat/Sup - Admin	2,266.38
P16-02397	Xpedx Paper Co	GRAPHICS	Materials and Supplies	1,510.77
P16-02403	Empire Cleaning Supply	WAREHOUSE	Stores Supplies	4,471.20
P16-02405	School Health Corporation	WAREHOUSE	Stores Supplies	1,104.89
P16-02406	Unisource Worldwide, Inc	WAREHOUSE	Stores Supplies	1,498.18
P16-02411	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	7,013.82
P16-02420	JONES-CAMPBELL CO., INC. JONES -CAMPBELL CO.	CHAVEZ	EQUIP (CAFETERIA TABLES)	5,365.44
P16-02423	ESGI	CURREN	serv - instructional	1,575.00
P16-02428	Ventura Co Office Of Education	HR	SERV	45,000.00
P16-02439	Safety Screens	FACILITIES	EQUIP	2,031.00
P16-02443	Office Depot Bus Ser Div	ASSESS ACCOUN	MATL	1,450.22
P16-02445	CN School & Office Sol, Inc Cu Iver-Newlin	PURCHASING	EQUIP (DESK)-MATL/SUP	1,394.36
P16-02446	MJP Technologies, Inc	HARRINGTON	EQUIP-MATL/SUP/F&E HARRINGTON (UPS EQUIP)	14,522.81
P16-02460	Ventura Co Office Of Education	RAMONA	CONF - Instruction	1,050.00
P16-02462	School Tech Supply	HARRINGTON	BOND/F&E (HAR-LAPTOPS/CARTS)	93,965.16
P16-02463	Avid Center	HAYDOCK	Conf- instructional	1,435.00
P16-02464	Apple Computer Inc	HARRINGTON	PROFESSIONAL CONSULT. SERV./INSTRUCTIONAL	1,000.00
P16-02465	Handouts Inc	HAYDOCK	SERV-INSTRUCTIONAL	1,005.00
P16-02475	FM Architecture Inc	FACILITIES	DEF MAINT (CHAVEZ HVAC PROJECT)	62,500.00
P16-02476	Parent Inst For Quality Ed	HAYDOCK	T1-T111/SERV	5,500.00
P16-02478	CN School & Office Sol, Inc Cu Iver-Newlin	PURCHASING	BOND/F&E (HAR - EXTRA FURNITURE)	16,384.68
P16-02479	Ventura Co Office Of Education	ED SERVICES	T2/SERV	35,888.00
P16-02480	Ventura Co Office Of Education	Pupil Srvs	SERV	8,000.00
P16-02483	Oriental Trading Co Inc	ASES	matl/sup	2,518.00
P16-02485	Handouts Inc	LEMONWOOD	Materials and Supplies INSTRUCTIONAL	1,500.00
P16-02490	Flinn Scientific Inc	FREMONT	MAT/SUPP- INSTRUCTION	1,055.32
P16-02492	CASA REAL ESTATE, LP AVALON PA LM SPRINGS	KAMALA	CONF/ADMIN	1,502.98
P16-02499	PARAGON SYSTEMS, INC	PURCHASING	BOND/F&E (HAR-AV CABLES)	3,801.37
P16-02500	Southern Calif Kindergarten Co nference Inc	ED SERVICES	CONF (So. CA Kinder Conference)	8,647.00
P16-02505	New Encore Illinois, Inc Encor e Repair Services, LLC	IT	Rent, Lease, Repair	4,332.00

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**Includes Purchase Orders dated 09/24/2015 - 11/19/2015 \*\*\***

PO Number	Vendor Name	Loc	Description	Order Amount
P16-02506	VIRGAUTH HAUR EVOLVING SOLUTIONS LLC	IT	Rents, Lease, Repairs	1,405.03
P16-02507	Paradise Chevrolet	WAREHOUSE	Repairs	1,512.00
P16-02516	Pearson	Special Ed	MATL/SUP	1,017.00
P16-02520	H&H Auto Parts Wholesale	TRANSPORTATION	SUPPLIES	5,000.00
<b>Total Number of POs</b>			<b>345</b>	<b>Total</b>
				<b>3,244,027.15</b>

**Fund Recap**

Fund	Description	PO Count	Amount
010	GENERAL FUND	284	2,486,828.83
120	CHILD DEVELOPMENT FUND	2	4,044.92
130	CAFETERIA FUND	42	419,069.01
213	BOND FUND MEASURE R 2012	12	275,165.19
251	DEVELOPER FEES	5	58,919.20
<b>Total Fiscal Year 2016</b>			<b>3,244,027.15</b>
<b>Total</b>			<b>3,244,027.15</b>

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Includes Purchase Orders dated 09/24/2015 - 11/19/2015 \*\*\*

## PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P15-00904	44,569.00	213-6271	BOND FUND MEASURE R 2012/ENVIRONMENTAL CLEA	4,635.00
P16-00037	2,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	1,000.00
P16-00064	16,400.00	010-4323	GENERAL FUND/HVAC SUPPLIES	10,000.00
P16-00074	24,400.00	010-4323	GENERAL FUND/HVAC SUPPLIES	5,000.00
P16-00081	3,080.00	010-4322	GENERAL FUND/FLOOR SUPPLIES	1,993.12
P16-00124	15,400.00	010-4329	GENERAL FUND/MISCELLANEOUS SUPPLIES	9,394.80
P16-00130	13,400.00	010-4343	GENERAL FUND/LOCKSMITH SUPPLIES	5,000.00
P16-00132	4,080.00	010-4351	GENERAL FUND/MISC GARDENING SUPPLIES	3,000.00
P16-00159	6,160.00	010-4353	GENERAL FUND/EQUIPMENT PARTS	3,000.00
P16-00180	6,080.00	010-4325	GENERAL FUND/PLUMBING SUPPLIES	5,000.00
P16-00182	10,400.00	010-4325	GENERAL FUND/PLUMBING SUPPLIES	5,000.00
P16-00183	20,800.00	010-4329	GENERAL FUND/MISCELLANEOUS SUPPLIES	4,627.82
P16-00187	7,080.00	010-5600	GENERAL FUND/RENTALS, LEASES AND REPAIRS	5,000.00
P16-00314	3,880.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,500.00
P16-00344	8,400.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	3,000.00
P16-00355	7,400.00	010-4342	GENERAL FUND/REPAIR OF EQUIPMENT	2,000.00
P16-00356	12,400.00	010-4341	GENERAL FUND/CUSTODIAL SUPPLIES	5,000.00
P16-00379	4,080.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	3,000.00
P16-00491	2,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P16-00588	8,261.65	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	1,594.40
P16-00632	5,400.00	130-4300	CAFETERIA FUND/MATERIALS AND SUPPLIES	1,050.00
		130-5800	CAFETERIA FUND/PROFESSIONAL/CONSULTING SERV	750.00
			Total PO P16-00632	1,800.00
P16-00792	3,845.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	1,000.00
P16-00897	2,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P16-00973	5,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,512.35
P16-01053	13,400.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	5,000.00
P16-01054	370,905.67	130-4700	CAFETERIA FUND/FOOD	20,905.67
P16-01119	120,960.00	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	13,440.00
P16-01527	8,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	3,000.00
			<b>Total PO Changes</b>	<b>127,403.16</b>

Information is further limited to: (Minimum Amount = 1,000.00)

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**BOARD AGENDA ITEM**

**Name of Contributor(s):** Lisa Cline

**Date of Meeting:** 12/9/15

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

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

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

**SECTION C: CONSENT**   **X**  

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

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

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

**Approval of Destruction of Records (Cline/Franz)**

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The following records have reached the end of their hard copy retention period. All Class 1 records are microfilmed and or digitalized for permanent storage. Class 3 records are destroyed without microfilming or digitalizing. Board authorization is requested to dispose of these records.

DESCRIPTION	YEAR(S)	SCHOOL/DEPARTMENT	RECORD CLASS
Classified & Certificated Files	2000-2011	Payroll	1

**FISCAL IMPACT:** None

**RECOMMENDATION:**

It is the recommendation of the Director, Purchasing, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve the destruction of these records that have reached the end of their hard copy retention period as listed above.

**ADDITIONAL MATERIAL(S):**

Attached: None



# BOARD AGENDA ITEM

Name of Contributor: (Cline/CFW)

Date of Meeting: 12/09/15

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

## APPROVAL OF THE MITIGATION MONITORING AND REPORTING PROGRAM FOR THE LEMONWOOD ELEMENTARY SCHOOL RECONSTRUCTION PROJECT (Cline/CFW)

During the regular meeting of October 21, 2015 the Board of Trustees approved Resolution #15-15 adopting the Mitigated Negative Declaration for the Lemonwood Elementary School Reconstruction Project, in compliance with the California Environmental Quality Act (“CEQA”)

The Initial Study-Mitigated Negative Declaration (IS-MND) found that the proposed Project (Lemonwood Elementary School Reconstruction Project) has no significant environmental impacts with the implementation of mitigation measures. Rincon Consultants has prepared the attached Mitigation Monitoring and Reporting Program designed to ensure compliance with the adopted mitigation measures included in the Mitigated Negative Declaration. Specifications are included in the Mitigation Monitoring and Reporting Program that identify required actions and monitoring that must occur during the course of the Project, and the responsible agency for verifying compliance with the Mitigation Monitoring and Reporting Program.

### FISCAL IMPACT

None. Any mitigation measures have been incorporated into the budget and projected cost of the new Lemonwood re-construction project set forth in the Oxnard Facilities Implementation Program.

### RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, in consultation with Caldwell Flores Winters, that the Board of Trustees approves the Mitigation Monitoring and Reporting Program for the Lemonwood Elementary School Reconstruction Project in compliance with the California Environmental Quality Act.

### ADDITIONAL MATERIAL

Attached: Lemonwood E.S. Mitigation Monitoring and Reporting Program – (8 pages)

### **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***

## **MITIGATION MONITORING AND REPORTING PROGRAM**

CEQA requires adoption of mitigation monitoring and reporting program (MMRP) for the measures necessary to mitigate or avoid significant effects on the environment (Public Resources Code 21081.6). The mitigation monitoring and reporting program is designed to ensure compliance with adopted mitigation measures during project implementation. For each mitigation measure included in the Lemonwood Elementary School Reconstruction Initial Study - Mitigated Negative Declaration (IS-MND), specifications are made herein that identify the action required and the monitoring that must occur. In addition, a responsible agency is identified for verifying compliance with measures contained in the MMRP.

To implement this MMRP, Oxnard School District will designate a Project Mitigation Monitoring and Reporting Coordinator (“Coordinator”). The coordinator will be responsible for ensuring compliance with the mitigation measures incorporated into the project during project implementation.

The following table will be used as the Coordinator’s checklist to determine compliance with required mitigation measures.



Lemonwood Elementary School Reconstruction  
**Mitigation Monitoring and Reporting Program**

Mitigation Measure	Monitoring Requirement	Timing	Frequency	Compliance Verification		
				Initial	Date	Comments
<b>Air Quality</b>						
<b>AQ-1 ROG and NOX Construction Measures.</b> The contractor shall implement the following emissions control measures so as to reduce ROG and NOX emissions. <ul style="list-style-type: none"> <li>• Minimize equipment idling time;</li> <li>• Maintain equipment engines in good condition and in proper tune as per manufacturers' specifications; and</li> <li>• Use alternatively fueled construction equipment, such as compressed natural gas (CNG), liquefied natural gas (LNG), or electric, if feasible.</li> </ul>	Ensure that construction specifications include applicable requirements; field verify compliance	Review of construction specifications before commencement of grading & construction; field verification throughout construction	Once for review of construction specifications; periodically for field verification			
<b>AQ-2 Fugitive Dust Control Measures.</b> The contractor shall implement the following dust control measures so as to reduce PM10 emissions in accordance with VCAPCD requirements. <ol style="list-style-type: none"> <li>1) The area disturbed by clearing, grading, earth moving, or excavation operations shall be minimized to prevent excessive amounts of dust.</li> <li>2) Pre-grading/excavation activities shall include watering the area to be graded or excavated before commencement of grading or excavation operations. Application of water (preferably reclaimed, if available) should penetrate sufficiently to minimize fugitive dust during grading activities.</li> <li>3) Fugitive dust produced during grading, excavation, and construction activities shall be controlled by the following activities:               <ol style="list-style-type: none"> <li>a. All trucks shall be required to cover their loads as required by California Vehicle Code §23114.</li> <li>b. All graded and excavated material, exposed soil areas, and active portions of the construction site, including unpaved on-site roadways,</li> </ol> </li> </ol>	Field verify compliance with applicable requirements	Throughout construction	Periodically			



Lemonwood Elementary School Reconstruction  
**Mitigation Monitoring and Reporting Program**

Mitigation Measure	Monitoring Requirement	Timing	Frequency	Compliance Verification		
				Initial	Date	Comments
<p>shall be treated to prevent fugitive dust. Treatment shall include, but not necessarily be limited to, periodic watering, application of environmentally-safe soil stabilization materials, and/or roll-compaction as appropriate. Watering shall be done as often as necessary and reclaimed water shall be used whenever possible.</p> <p>4) Graded and/or excavated inactive areas of the construction site shall be monitored by the general contractor at least weekly for dust stabilization. Soil stabilization methods, such as water and roll-compaction, and environmentally-safe dust control materials, shall be periodically applied to portions of the construction site that are inactive for over four days. If no further grading or excavation operations are planned for the area, the area should be seeded and watered until grass growth is evident, periodically treated with environmentally-safe dust suppressants, or treated with other dust control methods to prevent excessive fugitive dust.</p> <p>5) Signs shall be posted on-site limiting traffic to 15 miles per hour or less.</p> <p>6) During periods of high winds (i.e., wind speed sufficient to cause fugitive dust to impact adjacent properties), all clearing, grading, earth moving, and excavation operations shall be curtailed to the degree necessary to prevent fugitive dust created by on-site activities and operations from being a nuisance or hazard, either off-site or on-site. The site superintendent/supervisor shall use his/her discretion in conjunction with the VCAPCD in determining when winds are</p>						



Lemonwood Elementary School Reconstruction  
**Mitigation Monitoring and Reporting Program**

Mitigation Measure	Monitoring Requirement	Timing	Frequency	Compliance Verification		
				Initial	Date	Comments
<p>excessive.</p> <p>7) Adjacent streets and roads shall be swept at least once per day, preferably at the end of the day, if visible soil material is carried over to adjacent streets and roads.</p> <p>8) Personnel involved in grading operations, including contractors and subcontractors, should be advised to wear respiratory protection in accordance with California Division of Occupational Safety and Health regulations.</p>						
<b>Biological Resources</b>						
<p><b>BIO- 1 Nesting/Breeding Native Bird Protection.</b> Prior to or during construction or site preparation activities that would occur during the nesting/breeding season of native bird species potentially nesting on the site (typically February 1 through August 31), the Applicant shall have a field survey conducted by a qualified biologist to determine if active nests of any bird species protected by the state or federal Endangered Species Acts, Migratory Bird Treaty Act, and/or the California Fish and Wildlife Code Sections 3503, 3503.5, or 3511 are present in the construction zone or within 300 feet of the construction zone. If active nests are found within the survey area, construction activities shall stop until consultation with the City, CDFW, and USFWS (when applicable) is conducted and an appropriate setback can be established commensurate with the species involved. In the unlikely event that an active nest is present, a temporary construction fence barrier shall be erected around the buffer and clearing and construction within the fenced area shall be postponed or halted, at the discretion of a biological monitor, until the nest is vacated and juveniles have</p>	<p>Verify that the survey has been completed (if necessary); field verify compliance with any necessary avoidance measures</p>	<p>Verification that the survey is completed before commencement of grading &amp; construction; field verification throughout construction</p>	<p>Once for verification that the survey is completed; periodically for field verification</p>			



Lemonwood Elementary School Reconstruction  
**Mitigation Monitoring and Reporting Program**

Mitigation Measure	Monitoring Requirement	Timing	Frequency	Compliance Verification		
				Initial	Date	Comments
fledged, as determined by the biologist, and there is no evidence of a second attempt at nesting. The Applicant shall record the results of the survey and recommended protective measures described above to document compliance with applicable state and federal laws pertaining to the protection of native birds, and provide such report to the City within two weeks of the survey.						
<b>Cultural Resources</b>						
<b>CR-1 Unanticipated Discovery of Cultural and Paleontological Resources.</b> If cultural or paleontological resources are encountered during ground-disturbing activities, work in the immediate area must halt and an archaeologist meeting the Secretary of the Interior's Professional Qualifications Standards for archaeology (National Park Service [NPS] 1983) or paleontologist meeting the Society of Vertebrate Paleontology standards of a Qualified Paleontologist must be contacted immediately to evaluate the find. If the archeological discovery proves to be significant under NHPA or fossils are determined to be scientifically significant, additional work such as data recovery excavation may be warranted.	In the event that resources are identified, verify that necessary evaluation and data recovery are completed before work re-starts	Before re-start of grading/construction work	As necessary			
<b>CR-2 Unanticipated Discovery of Human Remains.</b> The discovery of human remains is always a possibility during ground disturbing activities. If human remains are found, the State of California Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the county coroner has made a determination of origin and disposition pursuant to Public Resources Code Section 5097.98. In the event of an unanticipated discovery of human remains, the county coroner must be notified immediately. If the human remains	In the event that remains are identified, verify that necessary evaluation, notification, and removal are completed before work re-starts	Before re-start of grading/construction work	As necessary			



Lemonwood Elementary School Reconstruction  
**Mitigation Monitoring and Reporting Program**

Mitigation Measure	Monitoring Requirement	Timing	Frequency	Compliance Verification		
				Initial	Date	Comments
are determined to be prehistoric, the coroner will notify the Native American Heritage Commission (NAHC), which will determine and notify a most likely descendant (MLD). The MLD shall complete the inspection of the site within 48 hours of notification and may recommend scientific removal and nondestructive analysis of human remains and items associated with Native American burials.						
<b>Geology</b>						
<b>GEO-1 Geotechnical Measures.</b> Foundation design and construction of the proposed facilities shall comply with recommendations in the site specific Geotechnical Investigation by CTE, CAL, Inc. (2013), and where superseded, by the Response to Review Comments (2014) including but not limited to: placement of a surficial compacted fill blanket, construction of structural mat slabs beneath the proposed structures, or ground modifications by vibro-replacement stone columns or compaction grouting. Measures related to removal and recompaction of compressible soils included in the Geotechnical Investigation shall also be implemented.	Review final construction plans to verify compliance with applicable geotechnical requirements; field verify compliance	Review of construction plans before commencement of grading & construction; field verification throughout construction	Once of review of construction plans; periodically for field verification			
<b>GEO-2 Evaluation of Expansion Potential.</b> As recommended in the CTE, CAL, Inc. (2013) Geotechnical Investigation, an evaluation of the expansion potential shall be performed and, as required by CBC Section 1808.6, special foundation design for buildings constructed on expansive soils shall be completed if expansive soils are found on-site. If the soil is not removed or stabilized, then foundations shall be designed to prevent uplift of the supported structure or to resist forces exerted on the foundation due to soil volume changes or must be isolated from the expansive soil.	Verify that the required investigation has been completed and appropriate measures incorporated; field verify compliance with required measures	Verification of the required investigation before commencement of grading & construction; field verification throughout construction	Once for verification of the required investigation; periodically for field verification			



Mitigation Measure	Monitoring Requirement	Timing	Frequency	Compliance Verification		
				Initial	Date	Comments
<b>Noise</b>						
<p><b>NOI-1 Construction Noise and Vibration Reduction.</b> The following requirements shall be implemented during construction of the project:</p> <ul style="list-style-type: none"> <li>• Limit construction activities to between the hours of 7:00 AM and 6:00 PM Monday through Saturday except for construction activities that do not generate substantial noise.</li> <li>• To ensure that noise emissions from construction vehicles and other equipment are limited to the minimum feasible levels, equip all noise-producing equipment and vehicles using internal combustion engines with mufflers, and air-inlet silencers where appropriate, that meet or exceed original factory specification. Equip mobile or fixed “package” equipment (e.g., arc-welders, air compressors) with shrouds and noise-control features that are readily available for that type of equipment.</li> <li>• Install a temporary sound barrier, such as a temporary sound wall panel system or screened fence, around the active construction work area, during operation of heavy construction equipment. This barrier shall attenuate noise by 10 dBA.</li> <li>• During any periods of California Standardized Testing, all construction activities that could generate noise or vibration shall be ceased.</li> <li>• Stage any asphalt/concrete crushing operation and equipment away from residences.</li> <li>• The construction manager/contractor shall act as a noise and vibration disturbance coordinator. The noise and vibration disturbance coordinator shall be</li> </ul>	Field verify compliance with applicable requirements	Throughout construction	Periodically			





Lemonwood Elementary School Reconstruction  
**Mitigation Monitoring and Reporting Program**

Mitigation Measure	Monitoring Requirement	Timing	Frequency	Compliance Verification		
				Initial	Date	Comments
responsible for coordinating construction activities so as to not affect noise- and vibration-sensitive uses. The noise and vibration disturbance coordinator shall also respond to any local complaints about construction noise, determine the cause of the noise complaint and institute reasonable measures warranted to correct the problem. The telephone number of the noise and vibration disturbance coordinator shall be posted at the project site and will be provided to adjacent neighbors.						
<b>Transportation/Traffic</b>						
<b>T-1 Heavy-Duty Construction Vehicle Trips.</b> Heavy-duty construction vehicles shall not travel to or from the project site during student pick-up and drop-off hours. Students are currently dropped off between 7:40 AM and 8:10 AM and picked up between 2:00 PM and 2:40 PM. During these hours and any future or altered dismissal pick-up and drop-off hours, heavy-duty construction vehicles shall not travel to or from the project site.	Ensure that construction specifications include applicable requirements; field verify compliance	Review of construction specifications before commencement of grading & construction; field verification throughout construction	Once for review of construction specifications; periodically for field verification			



**BOARD AGENDA ITEM**

Name of Contributor(s): Cline/CFW

Date of Meeting: 12/09/2015

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

**CONSIDERATION AND APPROVAL OF FORM OF MEMORANDUM OF UNDERSTANDING #15-162 FOR THE JOINT USE OF LEMONWOOD PARK BY AND BETWEEN THE CITY OF OXNARD AND THE OXNARD SCHOOL DISTRICT AND DELEGATION OF AUTHORITY TO SUPERINTENDENT TO EXECUTE THE MEMORANDUM OF UNDERSTANDING (Cline/CFW)**

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The Phase 1 of the Measure “R” Facilities Implementation Program calls for the reconstruction of Lemonwood K-8 School. SVA Architects has completed the design of the new school and has received DSA stamped approval of the construction documents. In an effort to provide for the construction of the new school with minimal disruptions to the existing school operations, Swinerton Construction has proposed the construction of the new facilities in three phases.

The phased construction of the site will require the school to utilize the adjacent Lemonwood Park during school hours for recreational purposes. The District has negotiated the attached proposed Memorandum of Understanding for the Joint Use of Lemonwood Park by and between the District and the City of Oxnard for the temporary use of the park during the construction of the new school.

It is recommended that the District Board of Trustees approve the attached form of the agreement and authorize the Superintendent to execute the agreement at the appropriate time to coincide with the construction activities of the new Lemonwood K-8 School.

**FISCAL IMPACT:**

The proposed agreement requires the District to lease the park area for a monthly fee of \$100.00. It is anticipated that the phased construction of the new school will take approximately 30 months to complete. Therefore, the total fiscal impact is approximately \$3,000.00 and will be funded from a combination of Developer Fees, Capital Facility fund balances and Measure “R” funds.

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent for Business and Fiscal Services, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees approve the attached form of Memorandum of Understanding and authorize the Superintendent to execute the Memorandum of Understanding upon City Council approval and when appropriate to coordinate with the construction of the new Lemonwood K-8 School.

**ADDITIONAL MATERIAL(S):**

Memorandum of Understanding for the Joint Use of Lemonwood Park By and Between the Oxnard School District and the City of Oxnard (8 Pages)

**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***

**MEMORANDUM OF UNDERSTANDING REGARDING  
THE JOINT USE OF LEMONWOOD PARK BY AND BETWEEN  
CITY OF OXNARD AND OXNARD SCHOOL DISTRICT**

This Memorandum of Understanding Regarding the Joint Use of Lemonwood Park (“Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Oxnard, a California municipality, hereinafter referred to as the “City”, and the Oxnard School District, a California public elementary school district organized under the laws of the State of California, hereinafter referred to as the “District”.

**RECITALS**

WHEREAS, in January 2013, the Board of Trustees adopted a Facilities Implementation Plan designed to reconfigure and improve the District’s facilities;

WHEREAS, the replacement of the aging facilities at Lemonwood Elementary School, recently reconfigured to a K-8 School, has been identified as Project 3 of the Measure “R” Facilities Implementation Program (“Project”);

WHEREAS, the Project provides for the complete reconstruction/replacement of the school with minimal disruption to the existing school site which will remain in operation throughout the design and construction of the new school facilities;

WHEREAS, the new school will be constructed in the play and recreational areas of the existing Lemonwood Elementary School thereby requiring that the school identify alternative areas for play and recreation areas;

WHEREAS, the adjacent Lemonwood Park is a City-owned and operated park;

WHEREAS, the District seeks to enter into an agreement with the City to jointly use a portion of the Lemonwood Park for play and recreation areas during the school day;

WHEREAS, the City recognizes the District’s needs and can accommodate those needs during the school day without significantly disrupting the access and operation of the Lemonwood Park;

NOW THEREFORE, for good and valuable consideration, mutually acknowledged by the Parties, the Parties agree as follows:

1. **Property.** The real property that is the subject of this Agreement consists of a portion of Lemonwood Park (the “Park”) located at 2055 East San Mateo Road, Oxnard, CA 93033. A satellite image of the area is attached hereto as Exhibit A. The portion of the Park that is subject to joint use is identified in the highlighted portion of the map attached as Exhibit A.

2. **Term.** The term of this Agreement shall commence upon January 4, 2016 and shall continue for a period of 24 months or upon substantial completion and beneficial occupancy of the new school, whichever occurs earlier. There shall be an option to extend the Agreement by a period of up to 12 months to accommodate construction phasing or any delay in the completion of the project if agreed to in writing by the District and City as detailed in paragraph 7.

3. **City Use of the Park.** The City shall have exclusive use of the facilities in the Park for park and recreational purposes and the use by the general public at all such times not reserved for the District pursuant to paragraph 4.

4. **District Use of the Park.**

a. The District shall have exclusive use of those portions of the Park designated on Exhibit A and all facilities therein, from 8:00 a.m. to 3:30 p.m., on each and every day that school is in session. District shall submit an annual School Year Calendar to the City during the term of this Agreement.

b. The District shall not deny access to those portions of the Park not designated for exclusive District use on Exhibit A to members of the public at any time nor erect or construct barriers such as fencing at the Park. The District hereby acknowledges that: 1) those portions of the Park not designated for exclusive District use on Exhibit A are open to the public, and 2) the City is not responsible for screening members of the public that use or access the Park, including areas designated for District use.

5. **District Responsibilities.**

a. The District shall not lease or sublease the Park.

b. The District shall provide recess monitors while District students are using the Park pursuant to this Agreement pursuant to its normal procedures.

c. The District shall be responsible for trash and litter collection generated by the District's use of the Park in a manner consistent with the City's standards.

d. The District shall be responsible for any damage to Park facilities caused by District students or staff.

e. The District agrees to pay a monthly fee of \$100.00 to the City to offset the costs of increased maintenance at the Park due to this Agreement.

6. **City Responsibilities.**

a. With the exception noted in section 5(c), the City shall maintain the Park in a neat, clean and workmanlike manner consistent with the City's standards, including trash and litter collection and removal. All maintenance and repairs in the Park shall be accomplished by the City's employees or by the District's contractors or by volunteers or nonprofit organizations directly under the control of the City, including but not limited to repairs to building, restrooms facilities, drinking fountains, and repair/cleanup of graffiti and vandalism issues.

b. The City shall be responsible for landscape and grounds maintenance of the Park throughout the term of the Agreement.

c. If the City sponsors and/or coordinates a recreational program or other use of the Park, the City shall coordinate with the District and be responsible for authorizing such use and cleanup after such use.

d. The City shall be responsible to open and close the public park restroom facilities daily, including all weekends and holidays.

7. **Joint Review.** The City and the District shall meet annually prior to July 1 of each year to review the joint use of the Park, insurance limits, maintenance responsibility, maintenance standards, and maintenance costs. As a result of this review, the use schedule, insurance limits, maintenance responsibility, maintenance standards, and maintenance cost provided in this Agreement may be revised for the subsequent year upon the mutual consent of both the City and the District, evidenced by a written amendment to this Agreement, executed by the City Manager and the District Superintendent. The City and the District may meet more often as needed pursuant to the request of either party to the other. If any issue that arises during the joint review sessions cannot be resolved at the staff level, then the matter at issue shall be referred to the District Superintendent and the City Manager who shall meet together and resolve the matter.

8. **Neighborhood Cooperation and Involvement.** The City and the District shall both continually cooperate and coordinate with the neighborhood in which the Park is located. This coordination shall recognize that the neighborhood involvement is an integral element in the success and full acceptance of a joint use Park facility. The City and the District shall participate with and attend neighborhood council meetings as requested.

9. **General Terms and Conditions.** The City and the District hereby agree to the following Thirteen (13) general terms and conditions:

### **GENERAL TERMS AND CONDITIONS**

1. **Entry and Inspection.** The City reserves, and shall always have the right, subject to reasonable notice during the District's hours of use, to enter upon the Park for the purpose of viewing and ascertaining the condition thereof.

2. **Assignment.** Neither the District nor the City shall assign this Agreement or any interest herein, without the prior written consent of the other. Any such assignment without such consent shall be void.

3. **Compliance with Law.** At each parties' sole cost and expense the District and the City shall comply, and shall secure compliance by persons within the control and authority of each, with all the requirements of applicable state and federal authorities now in force, or which may hereafter be in force, pertaining to the said premises or the operations conducted thereon, and shall faithfully observe and secure observance of all state and federal statutes now in force or which may hereafter be in force in the use of the premises by persons within the control and authority of each.

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4. **Assigns.** Time is of the essence of each and all of the terms and provisions of this Agreement, and this Agreement shall inure to the benefit of and be binding upon the parties hereto and any successors thereof as fully and to the same extent as though specifically mentioned in each instance, and all covenants, stipulations, and agreements in the Agreement shall extend to and bind any successor or successors of the parties.

5. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other term, covenant, or condition of this Agreement.

6. **Administration of Agreement: Notice.** Control and administration of this Agreement is under the jurisdiction of the Superintendent as to the District's interest herein and any communication relative to the terms or conditions or any changes thereto or any notice or notices provided for by this Agreement or by law required to be given or served upon the District may be given or served by certified letter deposited in the United States mail, postage prepaid, and addressed to the Oxnard School District, 1051 South A Street, Oxnard, California 93030, Attention: Superintendent, or may be personally served upon the District or any person hereafter authorized by the District to receive such notice. Control and administration of this Agreement is under the jurisdiction of the City Manager as to the City's interest herein and any communication relative to the terms or conditions or any changes thereto or any notice or notices provided for by this Agreement or by law required to be given or served upon the City may be given or served by certified letter deposited in the United States mail, postage prepaid, and addressed to the City Manager, City of Oxnard, 300 West Third Street, Fourth Floor, Oxnard, California 93030, or may be personally served upon the City or any person hereafter authorized by the City to receive such notice. Any notice or notices given or served as provided herein shall be effective and binding for all purposes, upon the parties so served upon personal service or forty-eight (48) hours after mailing in the manner required herein.

7. **Remedies.** In the event that either party shall default in the performance or fulfillment of any covenant or condition herein required to be performed or fulfilled by that party and shall fail to cure said default within sixty (60) days after the service of written notice upon the defaulting party as provided in paragraph 6, specifying the default complained of, then the party that gave such written notice may, at its option, without further notice or demand upon the defaulting party or upon any person claiming through the defaulting party, immediately terminate this Agreement and all rights of the defaulting party and of all persons claiming rights through the defaulting party. Notwithstanding the above provisions, in the event that any default cannot be cured within one hundred sixty (60) days after the service of written notice upon the defaulting party, the party that gave notice shall not terminate this Agreement pursuant to said default if the defaulting party immediately on receipt of notice commences to cure said default and diligently pursues such cure to completion.

8. **Mutual Indemnity.**

a. City's Indemnity Obligation. To the fullest extent permitted by California law, City shall at its sole expense indemnify, protect, defend and hold harmless District, its

officers, agents, employees, elected board members, and volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by City or by any individual or entity for which City is legally liable, including but not limited to officers, agents, employees or sub-contractors of City. The provisions of this indemnification do not apply to any damage or losses caused by the sole negligence or willful misconduct of District, its officials, elected board members, employees, and volunteers. Except as specifically provided in this Agreement, in no event shall City be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of City and shall survive the termination of this Agreement.

b. District's Indemnity Obligation. To the fullest extent permitted by California law, District shall indemnify, protect, defend and hold harmless the City and any and all of its officials, city council members, employees and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by District or by any individual or entity for which District is legally liable, including but not limited to officers, agents, employees or sub-contractors of District. The provisions of this indemnification do not apply to any damages or losses caused by the sole negligence or willful misconduct of City, its officials, elected council members, employees, agents, or program participants. Except as specifically provided in this Agreement, in no event shall District be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of District and shall survive the termination of this Agreement.

9. **Insurance.** The District represents to the City that the District is legally self-insured for its public liability, and property damage risk through the Ventura County Schools Self Funding Authority (VCSSFA), a joint powers agreement (JPA) for one million dollars (\$1,000,000), and maintains qualified claims investigators for the purpose of administering its self-insured claims. The District's participation in VCSSFA shall protect against loss from liability imposed by law for damages to property or on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomsoever, resulting directly or indirectly from any act or activities of the District in the Park or any person acting for the District

or under the District's control or direction in the Park. Such public liability and property damage insurance JPA participation shall be maintained in full force and effect during the entire term of this Agreement, in the amount of no less than one million dollars (\$1,000,000), combined single limit liability. The District shall submit proof of JPA participation to the Finance Director of the City on or before the commencement of the term of this Agreement indicating full coverage of the contractual liability imposed by this Agreement and stipulating that the insurance selected by the District shall not be subject to cancellation, any change in coverage, reduction in limits or non-renewal, except after written notice to the City by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof.

The District shall not use or permit the use of the Park for any purpose other than these allowed by this Agreement. The District at its sole cost and expense shall secure compliance with all insurance requirements necessary for the maintenance of reasonable fire and public liability insurance covering the Park, its buildings and appurtenances during the District's use.

10. **Legal Proceedings.** The parties agree that the law of the State of California shall be used in interpreting this Agreement and will govern all disputes and determine all rights thereunder.

11. **Verbal Agreements.** This Agreement contains the complete expression of the whole agreement between the parties hereto and no promises, representations, agreements, warranties, or inducements will be given effect, except as are fully set forth herein. This Agreement cannot be renewed, enlarged, modified, or changed in any respect except by written agreement between the parties.

12. **Severance.** If any part of this Agreement is found by a court to be void or voidable, that part shall be severed from the remainder hereof, the latter to remain in full force and effect.

13. **Nondiscrimination.** The District, the City, and all others who from time to time may use the property and recreational facilities described herein with the permission and on the terms and conditions specified by both parties shall not discriminate in any manner against any person or persons on account of race, color, sex, creed, national origin, age or mental or physical disability, including, but not limited to, the providing of goods, services, facilities, privileges, advantages, and the holding and obtaining of employment.

**IN WITNESS WHEREOF**, this Agreement is executed by the City of Oxnard acting by and through its Mayor upon approval of the City Council, authorizing such execution, and by the Oxnard School District, acting by and through its Superintendent pursuant to authorization from its Board of Trustees.

*Signatures on following page*



THE CITY OF OXNARD:

\_\_\_\_\_  
Tim Flynn, Mayor

ATTESTATION:

\_\_\_\_\_  
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephen M. Fischer, Interim City Attorney

OXNARD SCHOOL DISTRICT:

\_\_\_\_\_  
Dr. Cesar Morales, Superintendent

APPROVED AS TO INSURANCE

\_\_\_\_\_  
Risk Manager

APPROVED AS TO CONTENT

\_\_\_\_\_  
Michael Henderson, Project Manager

**EXHIBIT A**  
**Joint Use Area of Lemonwood Park**



**BOARD AGENDA ITEM**

Name of Contributor(s): Robin Freeman

Date of Meeting: 12/9/15

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

**Approval of Supplemental Education Service Contracts for the 2015-2016 School Year  
(Freeman/Thomas)**

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Supplemental Educational Services (SES) are district-paid tutoring services delivered outside the school day by state approved tutoring agencies. Eligible students are defined as those students who are low-income, attend a Title I funded school that is in year two or beyond of program improvement identification, and are considered low-performing.

The SES contracts outline district and provider responsibilities and requirements, including subsequent amendments. Approving this contract will allow Oxnard School District to begin the SES program for the 2015-2016 school year.

**FISCAL IMPACT:**

For the 2015-2016 school year and subject to change, approximately \$821,000.00 will be designated to serve eligible students in the Oxnard School District, from Title I, Part A, for School of Choice and Supplemental Educational Services. Oxnard School District is required to use 20% of the Title One budget for SES.

**RECOMMENDATION:**

It is the recommendation of the Director, Curriculum, Instruction and Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve the SES Contracts with the state approved Supplemental Educational Service (SES) providers.

**ADDITIONAL MATERIAL(S):**

**Attached:**

- #15-130, !!!Apple iPad & Android Tablet Tutoring!!!
- #15-131, !!#1 iPad Tutoring!!
- #15-132, !!1A1 Tutoria Tablet Computer!!
- #15-135, #1 Academia de Servicio de Tutoria
- #15-137, 1 iPad Gratis LLC

#15-138, 1 Online Tutoring LLC  
#15-139, 1 to 1 Study Buddy Tutoring Inc.  
#15-140, 123 Success/Ventura County Office of Education  
#15-141, A+ Educational Centers  
#15-142, A Better Tomorrow Education  
#15-143, A Tree of Knowledge Educational Services, Inc.  
#15-144, Adaptive Learning LLC  
#15-145, UROK Learning Institute  
#15-146, Elevate Learning LLC  
#15-147, Learn with iPads LLC  
#15-148, MAJICOO Tutoring  
#15-149, Professional Tutors of America Inc.  
#15-159, Total Education Solutions



**OXNARD SCHOOL DISTRICT**  
**NO CHILD LEFT BEHIND – TITLE I**  
**2015-2016**



**Agreement #15-130**

**SUPPLEMENTAL EDUCATIONAL SERVICES (SES) PROVIDER and**  
**OXNARD SCHOOL DISTRICT (OSD)**

This Supplemental Educational Services (SES) Provider/District Contract (“Contract”) is made by and between the Oxnard School District (“District”) and !!! Apple iPad & Android Tablet Tutoring !!! (“Provider”).

**1. Purpose.** This Contract is entered into for the purpose of providing supplemental educational services (“SES”) to eligible District students whose parents choose Provider pursuant to pertinent provisions of the federal *No Child Left Behind Act* (20 U.S.C. Section 6301 et seq.). “Eligible students” are those students identified by the District who meet specific income and achievement requirements under Title I. This Contract does not commit the District to pay for SES provided to any District students, or the Provider to provide any such SES, unless and until an authorized representative of the Educational Services Department approves the provision of SES by Provider.

**2. Term.** The term of this Contract begins on December 10, 2015 and ends on May 30, 2016 (“Term”).

**3. Assignment of Students.** Students will be assigned in accordance with student eligibility, based on academic need, and parents’ first choice preference of SES provider. When SES requests for services exceed the funding allocation, students will be assigned in accordance with student eligibility and priority as established by Oxnard School District. A waiting list will be maintained.

**4. Definitions.** For purposes of this Contract, the following terms will have the meaning set forth below:

“Incentive” means any up-front monetary or material gifts valued at more than \$2.00 given to parents or students to encourage them to choose a specific provider to provide Supplemental Educational Services to their child and incentives valued at \$3.00 each or \$30.00 in the aggregate used within a provider’s program to encourage students to reach certain achievement or attendance levels after they have begun to provide services. Incentives may not include any food items. Any incentives distributed at provider fairs must be cleared by the District with an itemized receipt and description of items delivered to the district no later than one (1) day before the provider fair.

“Qualified” means that a person has met federal and state certification, licensing, registration or other comparable requirements (e.g., professional development, coursework completed, etc.) which apply to the area in which he or she is providing Supplemental

Educational Services, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements and adheres to the standards of professional practice established in federal and state law or regulation. Nothing in this definition shall be construed as restricting the activities of a graduate needing direct hours leading to licensure or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university.

“Parent” means the natural parent, adoptive parent, parent surrogate, legal guardian or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction.

“Supplemental Educational Services” means “tutoring and other supplemental academic enrichment services that are in addition to instruction provided during the school day and are of high quality, research-based, and specifically designed to increase the academic achievement of eligible children” on California’s statewide assessments and assist the children in meeting California’s core academic content standards/Common Core State Standards. 20 U.S.C. Section 6316(e)(12)(C).

## **5. Program Description**

**a. General Program of Instruction.** Provider will provide the District with a written summary of its general program of instruction (“SES Program Description”) for inclusion in the materials to be used by the District to inform parents about SES services available to eligible students. The total number of minutes per day provided by Provider will be specified in the SES Program Description and all instruction must be provided outside the normal school day. Provider’s SES Program Description will be approved by the District, attached to and become a part of this Contract prior to enrollment of District students in Provider’s program. Provider will provide the District with a copy of its CDE approved SES application and its annual SES accountability report. Provider will complete all hours of service within three months of student assignment.

**b. Student Learning Plan.** Upon acceptance of a District student, the Provider will submit to the District a Student Learning Plan (“SLP”) as specified by the Educational Services Department for each District student to be served by Provider. The SLP must include: (1) the specific achievement goals for the student, developed in consultation with the student’s parents and the provider; (2) a description of how the student’s progress will be measured and how the student’s parents and teachers will be regularly informed of that progress; (3) a timetable for improving the student’s achievement; and (4) the parent’s signature. Changes in any student’s SLP may only be made with the written consent of the District in consultation with the student’s parents. Provider, the District or the parents may request a review of a student’s SLP at any time. Unless otherwise agreed in writing, through submission of the SLP form, Provider agrees to provide all services specified in the student’s SLP.

### **c. Timeline for Initiation of Services.**

(i) Within one week of receiving the First Batch Assignment of students for tutoring from the District, Provider will acknowledge availability and preparedness to begin providing services to students from the First Batch. Provider’s acknowledgement will include the names of all tutors and certification of their Fingerprint Clearance and TB Test.

(ii) The SLP must be executed within 15 days of receipt of a District student's enrollment, but in no case later than January 29, 2016, unless a different time frame is agreed to by the Provider and the District's Educational Services Department. The District shall reassign students for whom a SLP is not received in accordance with the above noted timeline.

(iii) Provider will submit the first invoice to the District by or before **February 15, 2016**. **Provider may NOT bill for pretest assessment.**

(iv) Provider will have three months from receipt of the First Batch Assignment to complete tutoring. All invoicing for the First Batch Assignment must be submitted no later than **March 21, 2016**.

(v) If tutoring services have not been provided by the due date of the first invoice (**February 15, 2016**) the District shall re-assign students who have not been provided tutoring services.

**d. Provision of Services at No Charge to Parents.** Unless otherwise agreed to in writing between Provider and the District, Provider is responsible for the provision of all appropriate supplies, equipment, assessments, and/or facilities for students served under this Contract, as specified in the SES Program Description and the student's SLP. Provider will make no charge of any kind to parents for Supplemental Educational Services as specified in the student's SLP (including, but not limited to, screenings, District designated and other assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Contract). Online companies will outline the provider's technology support offered to families.

**e. Records of Attendance.** Provider shall maintain daily records of student attendance and services provided, including the name/address of student, the name of Provider's employee who rendered the service, and the tutoring time allocated for the services provided. Provider shall permit access to and/or a copy of such records to the District upon request.

**f. Student Progress Reports.** Provider will provide to parents, each student's home school, and the Educational Services Department two written progress reports/report cards in writing and in a language that parents can understand, pursuant to the requirements specified by the Educational Services Department. A copy of the progress reports/report cards will be maintained at the Provider's place of business and made available upon request of the District or the student's parent(s). The first progress report will be completed after the first half of the Provider's total tutoring hours have been completed and will be provided to parents, each student's home school with an introductory cover sheet, and the Educational Services Department within five business days. The second (End of Service Report) required progress report will be completed after the total service hours have been delivered and prior to the final invoice or March 21, 2016 (whichever comes first).

**g. End of Service Reports.** Provider will provide to parents, each student's home school, and the Educational Services Department, a written End of Service Report before or at the time of final invoicing describing the student's progress or accomplishments upon the termination or completion of the services. The End of the School Year Report will include the following: (1) Pre-Test administered and student score; (2) the student's attendance report; and (3) Post-Test administered and student score. Final invoice will not be paid until the end of service report is received.

**h. Student Change of Enrollment.** If a student changes his/her enrollment to a school outside of the District's service boundaries or school whose students are not eligible for Supplemental Educational Services under the *No Child Left Behind* Act, the District will not be responsible for the costs of services delivered after the student's change of enrollment.

**i. Withdrawal of Students from Program.** Provider will report, by telephone and in writing by email, to the Educational Services Department when a District student is withdrawn by a parent from services. Provider shall provide notice of withdrawal **within 48 hours**.

**j. Parent Access and Complaints.** Provider will provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, and meeting rooms. Provider will comply with any known court orders regarding parental visits and access to students. Provider will maintain and adhere to its own written procedures for responding to parent complaints. Provider will provide documentation of these procedures to the Educational Services Department no later than the date that this Contract is signed.

**k. Services on District Campuses.** Provider will not provide services on the District's public school campuses unless, at its discretion, the District approves such use under specific guidelines to be determined by the District. If Provider is permitted access to public school campuses, Provider will comply with Penal Code Section 627.1 *et. seq.*, and District and school procedures regarding visitors to school campuses. Provider will be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on public school campuses, and may not use the District's supplies, copiers, etc. If Provider's access to a District campus is pursuant to a lease or other document, Provider will comply with all District requirements and policies regarding the leasing of facilities from the District.

**l. General Requirements.** Provider shall have participated in all District coordinated meetings and/or fairs to be eligible to provide services. Additionally, providers shall abide by all criteria set forth in informational meetings and/or fairs in order to provide SES to District students.

**m. Equal Distribution of hours per pupil.** Tutoring will be completed within **three (3) months** of the company receiving assignment of student(s). The Educational Services Department will approve the SLP's and communicate approval via written notice and/or e-mail. The number of hours indicated in the SLP should be evenly distributed over the **three month** period (e.g. all tutoring hours should not be completed in one month's time).

**6. Certification/Approval.** Provider shall be certified or otherwise approved by the California Department of Education ("CDE") as a SES provider. A current copy of Provider's approved application and SES provider certification approval must be provided to the District on or before the date this Contract is executed by Provider. Provider will also provide the District with its most recent SES provider application approved by the California Department of Education (CDE) on or before the date this Contract is executed. This Contract will be null and void if such certification approval expires, or is revoked, rescinded or otherwise nullified during



the Term of this Contract. Provider will provide the District its most recent annual SES Accountability Report on or before October 15, 2015.

**7. Fingerprints/Clearance Requirements.** Provider will comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, California Code of Regulations section 13075(J) including, but not limited to: obtaining clearance from the California Department of Justice (hereinafter referred to as “CDOJ”) and TB clearance for Provider’s employees, and volunteers, and contractors prior to providing service to any District student unless Provider determines that the employees, volunteers, and contractors will have no physical contact with District students. Such CDOJ clearance must include a determination that any such person has not been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the such person’s conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 4423 (i) or (j). In addition, Provider will make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2 with respect to each such person. Provider will certify in writing to District that Provider has at all times complied with this Section of the Contract. Clearance certification must be submitted to the Educational Services Department prior to program implementation. Provider must submit clearance information to the Office of Curriculum, State and Federal Programs with each monthly invoice and note personnel changes that effect the provision of SES.

**8. Staff Qualifications.** Provider will ensure that all individuals employed, contracted, or otherwise hired by Provider to provide instruction or related services are qualified in the area in which the individuals are providing such instruction or services. Provider will comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision. Provider will deliver designated instruction and services utilizing personnel who possess a license issued by an appropriate licensing agency authorizing the licensee to provide the specific service, or possess a credential authorizing the service or are otherwise qualified to provide the service. Before the start of service, Provider will submit to District a staff list, and all current licenses, credentials, permits or other documents (e.g., proof of professional development or coursework completed, etc.) which entitle the holder to provide SES. Provider will provide to District updated information regarding the status of licenses, credentials, permits or other relevant documents each month during the Term.

**9. Staff Absence.** If Provider’s assigned service provider is absent, Provider will provide a qualified (as defined in section 4 and as determined by District) substitute. The District will not pay for services unless a qualified substitute is provided or Provider provides documentation evidencing the provision of “make-up” services by a qualified service provider.

**10. Record Keeping/Confidentiality.**

**a. Maintenance of Records.** All records will be maintained by Provider as required by state and federal laws and regulations. Notwithstanding the foregoing, Provider will maintain all material records relating to this Contract and to its SES services in the District for at least five (5) years after the termination of this Contract and such records will be available for audit by the District. For purposes of this Contract, “material records” includes, without limitation: pupil records as defined by California Education Code sections 49061(b);

registers and roll books of teachers and/or daily service providers; daily service logs and other documents used to record the provision of services, including SLPs; staff lists specifying credentials held and documents evidencing other staff qualifications, dates of hire and dates of termination; transportation and other related services subcontracts; liability and worker's compensation insurance policies; Supplemental Educational Services agency certifications; statements of income and expenses; and general ledgers and supporting documents.

**b. Pupil Records.** Provider will maintain all pupil records in a secure location to ensure confidentiality and will prevent unauthorized access. Provider will not disclose the identity of any student eligible for, or receiving, SES to any third party, nor will Provider forward any student record to any other person other than the parents or the District, without the written permission of the parents of such student. Provider will maintain a current list of the names and positions of Provider's employees who have access to confidential records. Provider will maintain an access log for each student's record which lists all persons, agencies or organizations requesting or receiving information from the record. Such log will be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation and date/time of access for each individual requesting or receiving information from the student's record. Such log may not record access to the student's records by: (i) the student's parent; (ii) an individual to whom written consent has been executed by the student's parent; or (iii) employees of the District or Provider having a legitimate educational interest in requesting or receiving information from the record. For purposes of this paragraph, "employees of the District or Provider" do not include subcontractors. Provider will grant access to pupil records and comply with all requests for copies of pupil records as required by state and federal laws and regulations.

**c. Delivery of Records to District.** At the conclusion of the performance of this Contract (or upon completion of services to any particular student), Provider will turn over to the District, all pupil records for the District's students to whom Provider has provided services under this Contract. At the conclusion of the performance of this Contract and upon the written request of the District, Provider will return to District all written materials constituting or incorporating any communications or information obtained from the District.

**d. Survival.** Provider's obligations under this Section 9 will survive cancellation, termination or expiration of this Contract.

## **11. Monitoring.**

**a. Access by District.** Provider will notify the District of the location and/or any change in location at which it is providing services to the District's eligible students. Provider will allow access by District to its facilities for periodic monitoring of each District student's instructional program and will be invited to participate in the review of each student's progress. District will have access to observe each District student at work, observe the instructional setting, interview Provider, and review each District student's records and progress. Such access will include unannounced monitoring visits.

**b. Reports.** Provider will provide the District served with an end-of-the-year report summarizing total student progress (aggregate), as well as disaggregated data by gender, ethnicity, grade level, language fluency and number of tutoring sessions provided. This end-of-the-year report will be due the District no later than **June 15, 2016.**

c. **Reviews.** Provider will participate in an annual review process as deemed appropriate by District. This review will address, among other things, programmatic aspects of the Provider, compliance with relevant state and federal regulations, assessments of District students, District student achievement growth, and Contract compliance. Provider will participate in any reviews, including without limitation, self-reviews as required by law.

d. **Program Audits.** Provider understands that the District reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

e. **Financial Audits.** The District will have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Contract. Provider will make available to District all budgetary information including operating budgets submitted by Provider to District for the relevant contract period being audited. Provider will make such evidence and documents available at the office of District or Provider's offices (as specified by District) at all reasonable times and without charge within five days of a written request from District. Provider will, at no cost to District, provide assistance for such examination or audit.

## 12. Compliance with Laws, Regulations and Policies.

a. **General.** During the term of this Contract, unless otherwise agreed, Provider will comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations, including but not limited to applicable health, safety, and civil rights laws. Provider will also comply with all District policies and regulations unless Provider determines, taking into consideration all of the surrounding facts and circumstances, that a policy or a portion thereof does not reasonably apply to Provider. Provider hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with applicable laws, regulations and District policies and will indemnify the District under the provisions of Section 17 of this Contract for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of Provider's noncompliance.

b. **Incident/Accident Reporting.** Provider will submit a written accident report to the District within 24 hours of any accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

c. **Child Abuse Reporting.** Provider hereby agrees that all staff members, including volunteers, are familiar with and agree to child abuse and missing children reporting obligations and procedures under California law, including but not limited to, California Education Code Section 49370 and California Penal Code section 11166, *et seq.* Provider must develop and maintain a written child abuse reporting procedure and provide an annual training to all its employees regarding mandated reporting of child abuse and missing children. Provider agrees that all staff members will abide by such laws in a timely manner.

d. **Discrimination.** Provider will not discriminate on the basis of race, religion, sex, national origin, age, disability or sexual orientation in employment or operation of its program.

**13. Enrollment, Contracting, Attendance Reporting and Billing Procedures.**

**a. Compliance with District Procedures.** Provider will comply with all procedures concerning enrollment, contracting, attendance reporting, and billing as specified by the Educational Services Department.

**b. Hourly Rate.** Provider will specify one hourly rate for SES services to students. Based upon this hourly rate, Provider will specify the maximum number of hours of service to be provided for each District student. If the California Department of Education per-pupil rate for SES increases or decreases for the District, Provider will amend their hourly rate and/or number of hours of service to reflect the change.

**c. Attendance Records.** Provider will maintain separate registers for each District student that describe the services provided. Original attendance forms (i.e., daily service logs and notes) will be completed by the actual service provider whose signature will appear on such forms and will be available for review, inspection, or audit by District during the Term and for a period of five (5) years thereafter. Provider will verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

**d. Invoices.** Prior to invoicing for first payment, but no later than submitting the invoice for first payment, Provider must have submitted the SLP for each student to the District. Payment for services requires the plan. Hours submitted without a plan will not be paid. All other required documents stipulated in this contract must be received by the Office of Curriculum, State and Federal Programs prior to or by first invoicing. Monthly invoices will be itemized by name and address of student, service provided, student attendance verified by parent in writing (initialed and with signature), and amount billed. Parent signature and verification (initials for service dates) are required for invoicing. Such invoices/attendance forms shall be submitted within thirty (30) days of the rendering of services. A copy of the invoice/attendance form to be used shall be provided by the District with this contract, as set forth in Exhibit C. District will not pay invoices/bills received over 30 days after the end of each month.

Provider will receive compensation only for sessions attended by District students and Supplemental Educational Services actually provided to District students. Provider will not receive compensation for District student absences. Total per student expenditures cannot exceed one and a half hours per day, three hours per week, or twelve (12) hours per month. Invoice and related documents will be submitted on a form and in the manner prescribed by District. District will make payment to Provider based on the number of billable days of attendance and hours of service at rates specified in this Contract. Payment will be within forty-five (45) days after District's receipt of invoices prepared and submitted as specified by the Educational Services Department. Provider will correct deficiencies and submit rebilling invoices no later than thirty (30) days after the invoice is returned by District. District will pay properly submitted re-billing invoices not later than forty-five (45) days after the date a completely corrected re-billing invoice is received by District.

Pre-assessment (or initial assessment) hours will not be included in any invoices. A maximum of one-hour for post assessment at the conclusion of tutoring will be permitted for billing.

e. **Final Invoice.** Final invoices must be received by District no later than June 15, 2016. All tutoring must be completed by May 30, 2016

f. **Payments by Other Agencies.** Provider will notify District when any other agency is billed for the costs associated with the provision of Supplemental Educational Services to District students. Upon request, Provider will provide to District any and all documentation regarding reports, billing, or payments by any agency for the costs associated with the provision of Supplemental Educational Services to District students.

14. **Monthly Invoices.** Provider shall submit monthly invoices to the District, itemized by the name/address of the student, service provided and actual number of hours for which services were provided, and amount owed. Invoices shall be submitted within thirty (30) days of the date of service.

**Each month a list of students who have not received services for any reason must be expressly reported to the District. The list of students who have not received services should be provided along with the monthly invoice.**

15. **Payment.** Upon proper monthly invoicing, District agrees to pay Provider for services performed during the term of this Agreement not to exceed \$894.26 per student served. The District shall pay Provider at the maximum rate of \$100.00 per hour (as listed in the CDE approved Provider Application).

15. **Right to Withhold Payment.**

a. **Bases for Withholding.** District may withhold payment to Provider when: (i) Provider has failed to perform, in whole or in part, under the terms of this Contract, or the SLP; (ii) Provider was overpaid by District as determined by inspection, review, or audit of Provider's program, work, or records; (iii) education or related services are provided to District students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (iv) District has not received prior to the end of the Term, all documents concerning one or more District students enrolled in Provider's educational program; or (v) Provider receives payment from another agency or funding source for a service provided to a District student.

b. **Notice and Opportunity to Cure.** If District determines that cause exists to withhold payment to Provider, District shall, within 10 days of this determination, provide to Provider written notice that District is withholding payment. The notice will describe the reasons for the withholding. Such notice will specify the basis or bases for District's withholding payment and the amount to be withheld. Within 14 days from the date of receipt of such notice, Provider will take all necessary and appropriate action to correct the deficiencies that form the basis for District's withholding payment or submit a written request for extension to correct the deficiencies. If the basis for withholding is not cured within the approved time period, payment will be denied.

17. **Incentives.** The Provider will not provide any up-front incentive valued at over \$2.00 per student to parents or students to encourage signing up for Provider's services or to encourage any other student or parent to sign up for Provider's services. Items such as pencils, pens, magnets, etcetera, are acceptable. Food items are not permitted. In any marketing information or other explanation, either verbally and in writing, and in the delivery of services, Provider may not offer to parents or students incentives valued at more than \$3.00 each or

\$30.00 in the aggregate per student as achievement or attendance incentives once the student has signed up for Provider's services. Provider may not offer any incentive or payment of any amount to any District personnel employed by one of the SES eligible schools for helping Provider to recruit parents and students to sign-up for Provider's Supplemental Educational Services.

**18. Recruitment:** Recruiting. The provider shall not recruit on any school or district property. The provider shall not fill in the tutoring application for any family. The provider shall not identify themselves as employed by or working with Oxnard School District or any School. Approved providers will be provided a "Provider Recruitment Application" and allowed a 48 hour opportunity to recruit with said application. No provider shall recruit with any application prior to the 48 hour opportunity with the "Provider Recruitment Application". Any violation of these recruiting terms shall be grounds to be terminated from providing SES in Oxnard School District.

**19. Termination.**

**a. Without Cause.** This Contract may be terminated by the District or the Provider at any time. Provider's exercise of its right to terminate this Contract will not alleviate its responsibilities to complete any existing SLPs. To terminate this Contract, either party will give 20 calendar days written notice prior to the date of termination. Upon termination, without default of Provider, the District will pay, without duplication, for all services satisfactorily performed to the date of termination. In consideration of this payment, Provider waives all rights to any further payment of damage. Under no circumstances will Provider be entitled to anticipatory, lost profits or consequential damages as a result of termination under this section.

**b. For Cause.**

**(i)** The District may, by written notice to the Provider, terminate this Contract in whole or in part at any time because of the failure of the Provider to fulfill its contractual obligations and the District may, in its sole discretion, provide Provider with a reasonable period within which to cure the default. Upon receipt of such notice, the Provider will (A) immediately discontinue all services affected (unless the notice directs otherwise) and (B) deliver to the District all information and material as may have been involved in the provision of services whether provided by the District or generated by the Provider in the performance of this Contract, whether completed or in process (unless the notice directs otherwise). Termination of this Contract will be as of the date of receipt by the Provider of such notice.

**(ii)** If the termination is due to the failure of the Provider to fulfill its contractual obligations, the District may take over the services and complete the services by contract or otherwise. Provider will be liable for the reasonable costs and expenses related to the transfer of District students to another provider.

**(iii)** If, after the notice of termination for failure to fulfill contract obligations, it is determined that the Provider has not so failed, the termination will be deemed to have been effected without cause pursuant to 15(a) above.

(iv) Provider will not be entitled to anticipatory, lost profits or consequential damages as a result of any termination under this section. Payments to the Provider in accordance with this section will constitute the Provider's exclusive remedy for any termination hereunder.

20. **Insurance.** Provider agrees to obtain and maintain in full force and effect during the term of this Contract the insurance policies set forth in **Exhibit A** "Insurance" and made a part of this Contract. 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. Provider agrees to provide District with copies of required policies upon request.

21. **Indemnification.** Provider will indemnify and hold District and its Governing Board members, administrators, employees, agents, volunteers and subcontractors (District Indemnitees) harmless against any and all liability, loss, damage and expense (including reasonable attorneys' fees) arising out of or relating to this Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by an act or omission of Provider, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding District and District Indemnitees). This indemnity will survive the termination of this Contract.

22. **Independent Contractor.** Nothing in this Contract will be construed to imply a joint venture, partnership, employer-employee or principal-agent relationship between the District and Provider. Provider will provide all services under this Contract as an independent contractor, and neither party will have the authority to bind or make any commitment on behalf of the other. Provider is responsible for providing its own salaries, payroll taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind as required by law for its own employees and assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this Contract. Nothing in this Contract will be deemed to create any association, partnership, joint venture or relationship of principal and agent, or employer and employee between the parties or any affiliates of the parties, or between the District and any individual assigned by Provider to perform any services for the District. If the District is held to be a partner, joint venturer, co-principal, employer or co-employer of Provider, Provider will indemnify and hold the District harmless from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the District as a result of that holding.

23. **Subcontracting.** Provider shall not subcontract services. If the Provider is unable to provide approved services, the Provider shall notify the District of the inability to provide services. The District shall work to reassign the students to a provider approved to work with Oxnard School District.

24. **Conflicts of Interest.** Provider will provide to District a copy of its current bylaws and a current list of its Board of Directors, if it is incorporated. Provider covenants that neither it, nor any officer or any member of its Board of Directors has or will acquire any interest, directly or indirectly, that would conflict in any manner with the interests of the District or that would in any way hinder Provider's performance of services under this Contract.

Provider further covenants that in the performance of this Contract, no person having any such interest will be employed by it as an officer, employee, agent or subcontractor without the express written consent of the District.

a. Provider will not conduct or solicit any non-District business while on District property or time.

b. Provider will also take all necessary steps to avoid the appearance of a conflict of interest and will have a duty to disclose to the District prior to entering into this Contract any and all circumstances existing at such time which pose a potential conflict of interest.

c. Bylaws of the District's Governing Board 9270 BB and 9270(BB)E as hereinafter amended or renumber, require that a consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Provider represents that it has received and reviews a copy of these Governing Board bylaws and that it  does  does not qualify as a "designated employee".

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

d. Provider agrees to notify the Educational Services Department, in writing, if Provider believes that it is a "designated employee" and should be filing financial interest disclosures, but has not been required to do so by the District.

e. Should a conflict of interest issue arise, Provider agrees to fully cooperate in any inquiry and to provide the District with all documents or other information reasonably necessary to enable the District to determine whether or not a conflict of interest existed or exists. Failure to comply with the provisions of this section will constitute grounds for immediate termination of this Contract, in addition to whatever other remedies the District may have.

**25. Miscellaneous.**

**a. Press Releases and Marketing.** Provider represents that it will not publish or cause to be disseminated through any press release, public statement or marketing or selling effort any information which is related to this Contract or the services provided hereunder without prior written approval of District

**b. Severability Clause.** If any provision of this Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Contract will be severable and remain in effect.

**c. Notices.** Notices required under this Contract will be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

**For the District:** Anna Thomas, Director  
Oxnard School District  
Office of Curriculum, State and Federal Programs, Division of  
Educational Services  
1051 South "A" Street  
Oxnard School District  
Oxnard, CA 93030



**For Provider:**           !!! Apple iPad & Android Tablet Tutoring !!!  
10100 Santa Monica Blvd., Suite 300  
Los Angeles, CA 90067

**d. Successors and Assignees.** This Contract binds Provider's successors and assignees.

**e. Governing Law.** The laws of the State of California will govern the terms and conditions of this Contract with venue in Ventura County, California.

**f. Arbitration.** The parties agree to settle any controversy or claim or dispute arising out of or relating to this Contract by arbitration conducted by a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association, in a hearing locale in Ventura County, California. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator must be an active member of the California State Bar or a retired judge of the state or federal judiciary of California. Each party will bear its own costs and expenses associated with the arbitration. The arbitrator's fees and the administrative fees of the arbitration will be shared equally among the parties. Any party who fails or refuses to submit to arbitration will bear all costs and expenses incurred by such other party in compelling arbitration of any controversy, claim, or dispute.

**g. Integration.** This Contract and all attachments and amendments thereto including each SLP, the Provider's approved SES Provider application, a copy of the Provider's annual SES Accountability Report that was submitted to CDE by October 1, 2015, the Provider's SES Program Description and the Educational Services Department's policies and procedures constitute the entire agreement between District and Provider. This Contract supersedes any prior or contemporaneous written or oral understanding or agreement. No amendment to this Contract will be valid unless contained in a writing signed by both parties. Notwithstanding the foregoing sentence, District may modify or amend this Contract without Provider's consent to conform to federal and state laws and regulations.

**!!! APPLE IPAD & ANDROID  
TABLET TUTORING !!!**

**OXNARD SCHOOL DISTRICT:**

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

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

\_\_\_\_\_  
*Typed Name & Title of Authorized Representative*

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

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

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

## EXHIBIT A

### INSURANCE

I. Insurance Requirements. Provider 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 Provider, 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. Provider 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 one million dollars (\$1,000,000) combined single limit, bodily injury, personal injury and property damage liability per occurrence, in a form acceptable to the District.

(2) Comprehensive general and auto liability insurance with limits of not less than one million dollars (\$1,000,000) per accident for bodily injury and property damage per occurrence. A combined single limit policy with aggregate limits in an amount of not less than two million dollars (\$2,000,000) shall be considered equivalent to the said required minimum limit.

(3) Insurance Coverage shall 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 Provider's profession. This coverage may be written on a "claims made" basis and must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for at least 3 consecutive years following the later of the completion of the Services or the termination of this Agreement.

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

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

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

B. General Liability and Automobile Liability Coverages.

(1) District, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Provider performs; products and completed operations of Provider; premises owned, occupied or used by Provider ; or automobiles owned, leased, hired or borrowed by Provider. 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 Provider's insurance.

(3) Provider'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. Provider 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 Provider 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, Provider shall furnish certificates and endorsements from each subcontractor identical to those Provider 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 Provider 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 Provider's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

**EXHIBIT B**

**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 Provider under the Contract to which this Exhibit B is attached  constitute  do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Provider, **!!! Apple iPad & Android Tablet Tutoring !!!**, who will provide Services under the Contract,  is  is not subject to disclosure obligations.

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

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

Lisa A. Franz  
Director, Purchasing



**NOTEPAD**

INSURED'S NAME !!!Apple iPad & Android

1ACAD-1  
OP ID: LA

PAGE 2  
Date 10/08/2015

Umbrella Liability covers Abuse and Molestation limits to \$2 Million per occurrence and \$5 Million Aggregate.

POLICY NUMBER: PHUB478807

SCHEDULE OF UNDERLYING INSURANCE		
<b>Employers' Liability</b>		
Company:		
Policy Number:		
Policy Period:		
Minimum Applicable Limits		
Bodily injury by accident	\$ _____	Each Accident
Bodily injury by disease	\$ _____	Each Employee
Bodily injury by disease	\$ _____	Policy Limit
<b>Commercial General Liability</b>		
	<input checked="" type="checkbox"/> Occurrence	<input type="checkbox"/> Claims-Made
Company:	PIIC	
Policy Number:	PHPK1250368	
Policy Period:	12/12/2014      12/12/2015	
Retroactive Date:	Not Applicable	
Minimum Applicable Limits:		
General Aggregate	\$ _____	3,000,000
Products-Completed Operations Aggregate	\$ _____	1,000,000
Personal And Advertising Injury	\$ _____	1,000,000
Each Occurrence	\$ _____	1,000,000
<b>Commercial Auto Liability</b>		
Company:	PIIC	
Policy Number:	PHPK1250368	
Policy Period:	12/12/2014      12/12/2015	
Minimum Applicable Limits		
Garage Aggregate Limit For Other Than Autos (if applicable)	\$ _____	Not Applicable
Each Accident	\$ _____	1,000,000
<b>Professional Liability</b>		
	<input type="checkbox"/> Occurrence	<input type="checkbox"/> Claims-Made
Company:		
Policy Number:		
Policy Period:		
Retroactive Date:		
Minimum Applicable Limits		
_____	\$ _____	
_____	\$ _____	

POLICY NUMBER: PHUB478807

<b>Employee Benefits Liability</b>		<input type="checkbox"/> Occurrence	<input type="checkbox"/> Claims-Made
Company: _____			
Policy Number: _____			
Policy Period: _____			
Retroactive Date: _____			
Minimum Applicable Limits			
_____	\$	_____	
_____	\$	_____	
<b>Abuse or Molestation</b>		<input checked="" type="checkbox"/> Occurrence	<input type="checkbox"/> Claims-Made
Company: <u>PIIC</u>			
Policy Number: <u>PHPK1250368</u>			
Policy Period: <u>12/12/2014</u> <u>12/12/2015</u>			
Retroactive Date: <u>Not Applicable</u>			
Minimum Applicable Limits			
<u>Each Abusive Conduct</u>	\$	<u>1,000,000</u>	
<u>Aggregate</u>	\$	<u>2,000,000</u>	
<b>Directors &amp; Officers Liability</b>		<input type="checkbox"/> Occurrence	<input type="checkbox"/> Claims-Made
Company: _____			
Policy Number: _____			
Policy Period: _____			
Retroactive Date: _____			
Minimum Applicable Limits			
_____	\$	_____	
_____	\$	_____	
<b>Liquor Liability</b>		<input type="checkbox"/> Occurrence	<input type="checkbox"/> Claims-Made
Company: _____			
Policy Number: _____			
Policy Period: _____			
Retroactive Date: _____			
Minimum Applicable Limits			
_____	\$	_____	
_____	\$	_____	



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

<p><b>Name Of Additional Insured Person(s) Or Organization(s):</b>  Oxnard School District and its elected  and appointed officers, officials,  employees and volunteers</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



**OXNARD SCHOOL DISTRICT**  
**NO CHILD LEFT BEHIND – TITLE I**  
**2015-2016**



**Agreement #15-131**

**SUPPLEMENTAL EDUCATIONAL SERVICES (SES) PROVIDER and**  
**OXNARD SCHOOL DISTRICT (OSD)**

This Supplemental Educational Services (SES) Provider/District Contract (“Contract”) is made by and between the Oxnard School District (“District”) and **!! #1 iPad Tutoring !!** (“Provider”).

**1. Purpose.** This Contract is entered into for the purpose of providing supplemental educational services (“SES”) to eligible District students whose parents choose Provider pursuant to pertinent provisions of the federal *No Child Left Behind Act* (20 U.S.C. Section 6301 et seq.). “Eligible students” are those students identified by the District who meet specific income and achievement requirements under Title I. This Contract does not commit the District to pay for SES provided to any District students, or the Provider to provide any such SES, unless and until an authorized representative of the Educational Services Department approves the provision of SES by Provider.

**2. Term.** The term of this Contract begins on December 10, 2015 and ends on May 30, 2016 (“Term”).

**3. Assignment of Students.** Students will be assigned in accordance with student eligibility, based on academic need, and parents’ first choice preference of SES provider. When SES requests for services exceed the funding allocation, students will be assigned in accordance with student eligibility and priority as established by Oxnard School District. A waiting list will be maintained.

**4. Definitions.** For purposes of this Contract, the following terms will have the meaning set forth below:

“Incentive” means any up-front monetary or material gifts valued at more than \$2.00 given to parents or students to encourage them to choose a specific provider to provide Supplemental Educational Services to their child and incentives valued at \$3.00 each or \$30.00 in the aggregate used within a provider’s program to encourage students to reach certain achievement or attendance levels after they have begun to provide services. Incentives may not include any food items. Any incentives distributed at provider fairs must be cleared by the District with an itemized receipt and description of items delivered to the district no later than one (1) day before the provider fair.

“Qualified” means that a person has met federal and state certification, licensing, registration or other comparable requirements (e.g., professional development, coursework completed, etc.) which apply to the area in which he or she is providing Supplemental

Educational Services, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements and adheres to the standards of professional practice established in federal and state law or regulation. Nothing in this definition shall be construed as restricting the activities of a graduate needing direct hours leading to licensure or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university.

“Parent” means the natural parent, adoptive parent, parent surrogate, legal guardian or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction.

“Supplemental Educational Services” means “tutoring and other supplemental academic enrichment services that are in addition to instruction provided during the school day and are of high quality, research-based, and specifically designed to increase the academic achievement of eligible children” on California’s statewide assessments and assist the children in meeting California’s core academic content standards/Common Core State Standards. 20 U.S.C. Section 6316(e)(12)(C).

## **5. Program Description**

**a. General Program of Instruction.** Provider will provide the District with a written summary of its general program of instruction (“SES Program Description”) for inclusion in the materials to be used by the District to inform parents about SES services available to eligible students. The total number of minutes per day provided by Provider will be specified in the SES Program Description and all instruction must be provided outside the normal school day. Provider’s SES Program Description will be approved by the District, attached to and become a part of this Contract prior to enrollment of District students in Provider’s program. Provider will provide the District with a copy of its CDE approved SES application and its annual SES accountability report. Provider will complete all hours of service within three months of student assignment.

**b. Student Learning Plan.** Upon acceptance of a District student, the Provider will submit to the District a Student Learning Plan (“SLP”) as specified by the Educational Services Department for each District student to be served by Provider. The SLP must include: (1) the specific achievement goals for the student, developed in consultation with the student’s parents and the provider; (2) a description of how the student’s progress will be measured and how the student’s parents and teachers will be regularly informed of that progress; (3) a timetable for improving the student’s achievement; and (4) the parent’s signature. Changes in any student’s SLP may only be made with the written consent of the District in consultation with the student’s parents. Provider, the District or the parents may request a review of a student’s SLP at any time. Unless otherwise agreed in writing, through submission of the SLP form, Provider agrees to provide all services specified in the student’s SLP.

### **c. Timeline for Initiation of Services.**

(i) Within one week of receiving the First Batch Assignment of students for tutoring from the District, Provider will acknowledge availability and preparedness to begin providing services to students from the First Batch. Provider’s acknowledgement will include the names of all tutors and certification of their Fingerprint Clearance and TB Test.

(ii) The SLP must be executed within 15 days of receipt of a District student's enrollment, but in no case later than January 29, 2016, unless a different time frame is agreed to by the Provider and the District's Educational Services Department. The District shall reassign students for whom a SLP is not received in accordance with the above noted timeline.

(iii) Provider will submit the first invoice to the District by or before **February 15, 2016**. **Provider may NOT bill for pretest assessment.**

(iv) Provider will have three months from receipt of the First Batch Assignment to complete tutoring. All invoicing for the First Batch Assignment must be submitted no later than **March 21, 2016**.

(v) If tutoring services have not been provided by the due date of the first invoice (**February 15, 2016**) the District shall re-assign students who have not been provided tutoring services.

**d. Provision of Services at No Charge to Parents.** Unless otherwise agreed to in writing between Provider and the District, Provider is responsible for the provision of all appropriate supplies, equipment, assessments, and/or facilities for students served under this Contract, as specified in the SES Program Description and the student's SLP. Provider will make no charge of any kind to parents for Supplemental Educational Services as specified in the student's SLP (including, but not limited to, screenings, District designated and other assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Contract). Online companies will outline the provider's technology support offered to families.

**e. Records of Attendance.** Provider shall maintain daily records of student attendance and services provided, including the name/address of student, the name of Provider's employee who rendered the service, and the tutoring time allocated for the services provided. Provider shall permit access to and/or a copy of such records to the District upon request.

**f. Student Progress Reports.** Provider will provide to parents, each student's home school, and the Educational Services Department two written progress reports/report cards in writing and in a language that parents can understand, pursuant to the requirements specified by the Educational Services Department. A copy of the progress reports/report cards will be maintained at the Provider's place of business and made available upon request of the District or the student's parent(s). The first progress report will be completed after the first half of the Provider's total tutoring hours have been completed and will be provided to parents, each student's home school with an introductory cover sheet, and the Educational Services Department within five business days. The second (End of Service Report) required progress report will be completed after the total service hours have been delivered and prior to the final invoice or March 21, 2016 (whichever comes first).

**g. End of Service Reports.** Provider will provide to parents, each student's home school, and the Educational Services Department, a written End of Service Report before or at the time of final invoicing describing the student's progress or accomplishments upon the termination or completion of the services. The End of the School Year Report will include the following: (1) Pre-Test administered and student score; (2) the student's attendance report; and (3) Post-Test administered and student score. Final invoice will not be paid until the end of service report is received.

**h. Student Change of Enrollment.** If a student changes his/her enrollment to a school outside of the District's service boundaries or school whose students are not eligible for Supplemental Educational Services under the *No Child Left Behind* Act, the District will not be responsible for the costs of services delivered after the student's change of enrollment.

**i. Withdrawal of Students from Program.** Provider will report, by telephone and in writing by email, to the Educational Services Department when a District student is withdrawn by a parent from services. Provider shall provide notice of withdrawal **within 48 hours**.

**j. Parent Access and Complaints.** Provider will provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, and meeting rooms. Provider will comply with any known court orders regarding parental visits and access to students. Provider will maintain and adhere to its own written procedures for responding to parent complaints. Provider will provide documentation of these procedures to the Educational Services Department no later than the date that this Contract is signed.

**k. Services on District Campuses.** Provider will not provide services on the District's public school campuses unless, at its discretion, the District approves such use under specific guidelines to be determined by the District. If Provider is permitted access to public school campuses, Provider will comply with Penal Code Section 627.1 *et. seq.*, and District and school procedures regarding visitors to school campuses. Provider will be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on public school campuses, and may not use the District's supplies, copiers, etc. If Provider's access to a District campus is pursuant to a lease or other document, Provider will comply with all District requirements and policies regarding the leasing of facilities from the District.

**l. General Requirements.** Provider shall have participated in all District coordinated meetings and/or fairs to be eligible to provide services. Additionally, providers shall abide by all criteria set forth in informational meetings and/or fairs in order to provide SES to District students.

**m. Equal Distribution of hours per pupil.** Tutoring will be completed within **three (3) months** of the company receiving assignment of student(s). The Educational Services Department will approve the SLP's and communicate approval via written notice and/or e-mail. The number of hours indicated in the SLP should be evenly distributed over the **three month** period (e.g. all tutoring hours should not be completed in one month's time).

**6. Certification/Approval.** Provider shall be certified or otherwise approved by the California Department of Education ("CDE") as a SES provider. A current copy of Provider's approved application and SES provider certification approval must be provided to the District on or before the date this Contract is executed by Provider. Provider will also provide the District with its most recent SES provider application approved by the California Department of Education (CDE) on or before the date this Contract is executed. This Contract will be null and void if such certification approval expires, or is revoked, rescinded or otherwise nullified during

the Term of this Contract. Provider will provide the District its most recent annual SES Accountability Report on or before October 15, 2015.

**7. Fingerprints/Clearance Requirements.** Provider will comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, California Code of Regulations section 13075(J) including, but not limited to: obtaining clearance from the California Department of Justice (hereinafter referred to as “CDOJ”) and TB clearance for Provider’s employees, and volunteers, and contractors prior to providing service to any District student unless Provider determines that the employees, volunteers, and contractors will have no physical contact with District students. Such CDOJ clearance must include a determination that any such person has not been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the such person’s conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 4423 (i) or (j). In addition, Provider will make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2 with respect to each such person. Provider will certify in writing to District that Provider has at all times complied with this Section of the Contract. Clearance certification must be submitted to the Educational Services Department prior to program implementation. Provider must submit clearance information to the Office of Curriculum, State and Federal Programs with each monthly invoice and note personnel changes that effect the provision of SES.

**8. Staff Qualifications.** Provider will ensure that all individuals employed, contracted, or otherwise hired by Provider to provide instruction or related services are qualified in the area in which the individuals are providing such instruction or services. Provider will comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision. Provider will deliver designated instruction and services utilizing personnel who possess a license issued by an appropriate licensing agency authorizing the licensee to provide the specific service, or possess a credential authorizing the service or are otherwise qualified to provide the service. Before the start of service, Provider will submit to District a staff list, and all current licenses, credentials, permits or other documents (e.g., proof of professional development or coursework completed, etc.) which entitle the holder to provide SES. Provider will provide to District updated information regarding the status of licenses, credentials, permits or other relevant documents each month during the Term.

**9. Staff Absence.** If Provider’s assigned service provider is absent, Provider will provide a qualified (as defined in section 4 and as determined by District) substitute. The District will not pay for services unless a qualified substitute is provided or Provider provides documentation evidencing the provision of “make-up” services by a qualified service provider.

**10. Record Keeping/Confidentiality.**

**a. Maintenance of Records.** All records will be maintained by Provider as required by state and federal laws and regulations. Notwithstanding the foregoing, Provider will maintain all material records relating to this Contract and to its SES services in the District for at least five (5) years after the termination of this Contract and such records will be available for audit by the District. For purposes of this Contract, “material records” includes, without limitation: pupil records as defined by California Education Code sections 49061(b);

registers and roll books of teachers and/or daily service providers; daily service logs and other documents used to record the provision of services, including SLPs; staff lists specifying credentials held and documents evidencing other staff qualifications, dates of hire and dates of termination; transportation and other related services subcontracts; liability and worker's compensation insurance policies; Supplemental Educational Services agency certifications; statements of income and expenses; and general ledgers and supporting documents.

**b. Pupil Records.** Provider will maintain all pupil records in a secure location to ensure confidentiality and will prevent unauthorized access. Provider will not disclose the identity of any student eligible for, or receiving, SES to any third party, nor will Provider forward any student record to any other person other than the parents or the District, without the written permission of the parents of such student. Provider will maintain a current list of the names and positions of Provider's employees who have access to confidential records. Provider will maintain an access log for each student's record which lists all persons, agencies or organizations requesting or receiving information from the record. Such log will be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation and date/time of access for each individual requesting or receiving information from the student's record. Such log may not record access to the student's records by: (i) the student's parent; (ii) an individual to whom written consent has been executed by the student's parent; or (iii) employees of the District or Provider having a legitimate educational interest in requesting or receiving information from the record. For purposes of this paragraph, "employees of the District or Provider" do not include subcontractors. Provider will grant access to pupil records and comply with all requests for copies of pupil records as required by state and federal laws and regulations.

**c. Delivery of Records to District.** At the conclusion of the performance of this Contract (or upon completion of services to any particular student), Provider will turn over to the District, all pupil records for the District's students to whom Provider has provided services under this Contract. At the conclusion of the performance of this Contract and upon the written request of the District, Provider will return to District all written materials constituting or incorporating any communications or information obtained from the District.

**d. Survival.** Provider's obligations under this Section 9 will survive cancellation, termination or expiration of this Contract.

## **11. Monitoring.**

**a. Access by District.** Provider will notify the District of the location and/or any change in location at which it is providing services to the District's eligible students. Provider will allow access by District to its facilities for periodic monitoring of each District student's instructional program and will be invited to participate in the review of each student's progress. District will have access to observe each District student at work, observe the instructional setting, interview Provider, and review each District student's records and progress. Such access will include unannounced monitoring visits.

**b. Reports.** Provider will provide the District served with an end-of-the-year report summarizing total student progress (aggregate), as well as disaggregated data by gender, ethnicity, grade level, language fluency and number of tutoring sessions provided. This end-of-the-year report will be due the District no later than **June 15, 2016.**

c. **Reviews.** Provider will participate in an annual review process as deemed appropriate by District. This review will address, among other things, programmatic aspects of the Provider, compliance with relevant state and federal regulations, assessments of District students, District student achievement growth, and Contract compliance. Provider will participate in any reviews, including without limitation, self-reviews as required by law.

d. **Program Audits.** Provider understands that the District reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

e. **Financial Audits.** The District will have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Contract. Provider will make available to District all budgetary information including operating budgets submitted by Provider to District for the relevant contract period being audited. Provider will make such evidence and documents available at the office of District or Provider's offices (as specified by District) at all reasonable times and without charge within five days of a written request from District. Provider will, at no cost to District, provide assistance for such examination or audit.

## 12. Compliance with Laws, Regulations and Policies.

a. **General.** During the term of this Contract, unless otherwise agreed, Provider will comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations, including but not limited to applicable health, safety, and civil rights laws. Provider will also comply with all District policies and regulations unless Provider determines, taking into consideration all of the surrounding facts and circumstances, that a policy or a portion thereof does not reasonably apply to Provider. Provider hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with applicable laws, regulations and District policies and will indemnify the District under the provisions of Section 17 of this Contract for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of Provider's noncompliance.

b. **Incident/Accident Reporting.** Provider will submit a written accident report to the District within 24 hours of any accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

c. **Child Abuse Reporting.** Provider hereby agrees that all staff members, including volunteers, are familiar with and agree to child abuse and missing children reporting obligations and procedures under California law, including but not limited to, California Education Code Section 49370 and California Penal Code section 11166, *et seq.* Provider must develop and maintain a written child abuse reporting procedure and provide an annual training to all its employees regarding mandated reporting of child abuse and missing children. Provider agrees that all staff members will abide by such laws in a timely manner.

d. **Discrimination.** Provider will not discriminate on the basis of race, religion, sex, national origin, age, disability or sexual orientation in employment or operation of its program.



**13. Enrollment, Contracting, Attendance Reporting and Billing Procedures.**

**a. Compliance with District Procedures.** Provider will comply with all procedures concerning enrollment, contracting, attendance reporting, and billing as specified by the Educational Services Department.

**b. Hourly Rate.** Provider will specify one hourly rate for SES services to students. Based upon this hourly rate, Provider will specify the maximum number of hours of service to be provided for each District student. If the California Department of Education per-pupil rate for SES increases or decreases for the District, Provider will amend their hourly rate and/or number of hours of service to reflect the change.

**c. Attendance Records.** Provider will maintain separate registers for each District student that describe the services provided. Original attendance forms (i.e., daily service logs and notes) will be completed by the actual service provider whose signature will appear on such forms and will be available for review, inspection, or audit by District during the Term and for a period of five (5) years thereafter. Provider will verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

**d. Invoices.** Prior to invoicing for first payment, but no later than submitting the invoice for first payment, Provider must have submitted the SLP for each student to the District. Payment for services requires the plan. Hours submitted without a plan will not be paid. All other required documents stipulated in this contract must be received by the Office of Curriculum, State and Federal Programs prior to or by first invoicing. Monthly invoices will be itemized by name and address of student, service provided, student attendance verified by parent in writing (initialed and with signature), and amount billed. Parent signature and verification (initials for service dates) are required for invoicing. Such invoices/attendance forms shall be submitted within thirty (30) days of the rendering of services. A copy of the invoice/attendance form to be used shall be provided by the District with this contract, as set forth in Exhibit C. District will not pay invoices/bills received over 30 days after the end of each month.

Provider will receive compensation only for sessions attended by District students and Supplemental Educational Services actually provided to District students. Provider will not receive compensation for District student absences. Total per student expenditures cannot exceed one and a half hours per day, three hours per week, or twelve (12) hours per month. Invoice and related documents will be submitted on a form and in the manner prescribed by District. District will make payment to Provider based on the number of billable days of attendance and hours of service at rates specified in this Contract. Payment will be within forty-five (45) days after District's receipt of invoices prepared and submitted as specified by the Educational Services Department. Provider will correct deficiencies and submit rebilling invoices no later than thirty (30) days after the invoice is returned by District. District will pay properly submitted re-billing invoices not later than forty-five (45) days after the date a completely corrected re-billing invoice is received by District.

Pre-assessment (or initial assessment) hours will not be included in any invoices. A maximum of one-hour for post assessment at the conclusion of tutoring will be permitted for billing.

e. **Final Invoice.** Final invoices must be received by District no later than June 15, 2016. All tutoring must be completed by May 30, 2016

f. **Payments by Other Agencies.** Provider will notify District when any other agency is billed for the costs associated with the provision of Supplemental Educational Services to District students. Upon request, Provider will provide to District any and all documentation regarding reports, billing, or payments by any agency for the costs associated with the provision of Supplemental Educational Services to District students.

14. **Monthly Invoices.** Provider shall submit monthly invoices to the District, itemized by the name/address of the student, service provided and actual number of hours for which services were provided, and amount owed. Invoices shall be submitted within thirty (30) days of the date of service.

**Each month a list of students who have not received services for any reason must be expressly reported to the District. The list of students who have not received services should be provided along with the monthly invoice.**

15. **Payment.** Upon proper monthly invoicing, District agrees to pay Provider for services performed during the term of this Agreement not to exceed \$894.26 per student served. The District shall pay Provider at the maximum rate of \$100.00 per hour (as listed in the CDE approved Provider Application).

15. **Right to Withhold Payment.**

a. **Bases for Withholding.** District may withhold payment to Provider when: (i) Provider has failed to perform, in whole or in part, under the terms of this Contract, or the SLP; (ii) Provider was overpaid by District as determined by inspection, review, or audit of Provider's program, work, or records; (iii) education or related services are provided to District students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (iv) District has not received prior to the end of the Term, all documents concerning one or more District students enrolled in Provider's educational program; or (v) Provider receives payment from another agency or funding source for a service provided to a District student.

b. **Notice and Opportunity to Cure.** If District determines that cause exists to withhold payment to Provider, District shall, within 10 days of this determination, provide to Provider written notice that District is withholding payment. The notice will describe the reasons for the withholding. Such notice will specify the basis or bases for District's withholding payment and the amount to be withheld. Within 14 days from the date of receipt of such notice, Provider will take all necessary and appropriate action to correct the deficiencies that form the basis for District's withholding payment or submit a written request for extension to correct the deficiencies. If the basis for withholding is not cured within the approved time period, payment will be denied.

17. **Incentives.** The Provider will not provide any up-front incentive valued at over \$2.00 per student to parents or students to encourage signing up for Provider's services or to encourage any other student or parent to sign up for Provider's services. Items such as pencils, pens, magnets, etcetera, are acceptable. Food items are not permitted. In any marketing information or other explanation, either verbally and in writing, and in the delivery of services, Provider may not offer to parents or students incentives valued at more than \$3.00 each or

\$30.00 in the aggregate per student as achievement or attendance incentives once the student has signed up for Provider's services. Provider may not offer any incentive or payment of any amount to any District personnel employed by one of the SES eligible schools for helping Provider to recruit parents and students to sign-up for Provider's Supplemental Educational Services.

**18. Recruitment:** Recruiting. The provider shall not recruit on any school or district property. The provider shall not fill in the tutoring application for any family. The provider shall not identify themselves as employed by or working with Oxnard School District or any School. Approved providers will be provided a "Provider Recruitment Application" and allowed a 48 hour opportunity to recruit with said application. No provider shall recruit with any application prior to the 48 hour opportunity with the "Provider Recruitment Application". Any violation of these recruiting terms shall be grounds to be terminated from providing SES in Oxnard School District.

**19. Termination.**

**a. Without Cause.** This Contract may be terminated by the District or the Provider at any time. Provider's exercise of its right to terminate this Contract will not alleviate its responsibilities to complete any existing SLPs. To terminate this Contract, either party will give 20 calendar days written notice prior to the date of termination. Upon termination, without default of Provider, the District will pay, without duplication, for all services satisfactorily performed to the date of termination. In consideration of this payment, Provider waives all rights to any further payment of damage. Under no circumstances will Provider be entitled to anticipatory, lost profits or consequential damages as a result of termination under this section.

**b. For Cause.**

**(i)** The District may, by written notice to the Provider, terminate this Contract in whole or in part at any time because of the failure of the Provider to fulfill its contractual obligations and the District may, in its sole discretion, provide Provider with a reasonable period within which to cure the default. Upon receipt of such notice, the Provider will (A) immediately discontinue all services affected (unless the notice directs otherwise) and (B) deliver to the District all information and material as may have been involved in the provision of services whether provided by the District or generated by the Provider in the performance of this Contract, whether completed or in process (unless the notice directs otherwise). Termination of this Contract will be as of the date of receipt by the Provider of such notice.

**(ii)** If the termination is due to the failure of the Provider to fulfill its contractual obligations, the District may take over the services and complete the services by contract or otherwise. Provider will be liable for the reasonable costs and expenses related to the transfer of District students to another provider.

**(iii)** If, after the notice of termination for failure to fulfill contract obligations, it is determined that the Provider has not so failed, the termination will be deemed to have been effected without cause pursuant to 15(a) above.

(iv) Provider will not be entitled to anticipatory, lost profits or consequential damages as a result of any termination under this section. Payments to the Provider in accordance with this section will constitute the Provider's exclusive remedy for any termination hereunder.

20. **Insurance.** Provider agrees to obtain and maintain in full force and effect during the term of this Contract the insurance policies set forth in **Exhibit A** "Insurance" and made a part of this Contract. 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. Provider agrees to provide District with copies of required policies upon request.

21. **Indemnification.** Provider will indemnify and hold District and its Governing Board members, administrators, employees, agents, volunteers and subcontractors (District Indemnitees) harmless against any and all liability, loss, damage and expense (including reasonable attorneys' fees) arising out of or relating to this Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by an act or omission of Provider, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding District and District Indemnitees). This indemnity will survive the termination of this Contract.

22. **Independent Contractor.** Nothing in this Contract will be construed to imply a joint venture, partnership, employer-employee or principal-agent relationship between the District and Provider. Provider will provide all services under this Contract as an independent contractor, and neither party will have the authority to bind or make any commitment on behalf of the other. Provider is responsible for providing its own salaries, payroll taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind as required by law for its own employees and assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this Contract. Nothing in this Contract will be deemed to create any association, partnership, joint venture or relationship of principal and agent, or employer and employee between the parties or any affiliates of the parties, or between the District and any individual assigned by Provider to perform any services for the District. If the District is held to be a partner, joint venturer, co-principal, employer or co-employer of Provider, Provider will indemnify and hold the District harmless from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the District as a result of that holding.

23. **Subcontracting.** Provider shall not subcontract services. If the Provider is unable to provide approved services, the Provider shall notify the District of the inability to provide services. The District shall work to reassign the students to a provider approved to work with Oxnard School District.

24. **Conflicts of Interest.** Provider will provide to District a copy of its current bylaws and a current list of its Board of Directors, if it is incorporated. Provider covenants that neither it, nor any officer or any member of its Board of Directors has or will acquire any interest, directly or indirectly, that would conflict in any manner with the interests of the District or that would in any way hinder Provider's performance of services under this Contract.

Provider further covenants that in the performance of this Contract, no person having any such interest will be employed by it as an officer, employee, agent or subcontractor without the express written consent of the District.

a. Provider will not conduct or solicit any non-District business while on District property or time.

b. Provider will also take all necessary steps to avoid the appearance of a conflict of interest and will have a duty to disclose to the District prior to entering into this Contract any and all circumstances existing at such time which pose a potential conflict of interest.

c. Bylaws of the District's Governing Board 9270 BB and 9270(BB)E as hereinafter amended or renumber, require that a consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Provider represents that it has received and reviews a copy of these Governing Board bylaws and that it  does  does not qualify as a "designated employee".

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

d. Provider agrees to notify the Educational Services Department, in writing, if Provider believes that it is a "designated employee" and should be filing financial interest disclosures, but has not been required to do so by the District.

e. Should a conflict of interest issue arise, Provider agrees to fully cooperate in any inquiry and to provide the District with all documents or other information reasonably necessary to enable the District to determine whether or not a conflict of interest existed or exists. Failure to comply with the provisions of this section will constitute grounds for immediate termination of this Contract, in addition to whatever other remedies the District may have.

**25. Miscellaneous.**

**a. Press Releases and Marketing.** Provider represents that it will not publish or cause to be disseminated through any press release, public statement or marketing or selling effort any information which is related to this Contract or the services provided hereunder without prior written approval of District

**b. Severability Clause.** If any provision of this Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Contract will be severable and remain in effect.

**c. Notices.** Notices required under this Contract will be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

**For the District:** Anna Thomas, Director  
Oxnard School District  
Office of Curriculum, State and Federal Programs, Division of  
Educational Services  
1051 South "A" Street  
Oxnard School District  
Oxnard, CA 93030

**For Provider:** !! #1 iPad Tutoring !!  
10401 Venice Blvd., #455  
Los Angeles, CA 90034

**d. Successors and Assignees.** This Contract binds Provider's successors and assignees.

**e. Governing Law.** The laws of the State of California will govern the terms and conditions of this Contract with venue in Ventura County, California.

**f. Arbitration.** The parties agree to settle any controversy or claim or dispute arising out of or relating to this Contract by arbitration conducted by a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association, in a hearing locale in Ventura County, California. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator must be an active member of the California State Bar or a retired judge of the state or federal judiciary of California. Each party will bear its own costs and expenses associated with the arbitration. The arbitrator's fees and the administrative fees of the arbitration will be shared equally among the parties. Any party who fails or refuses to submit to arbitration will bear all costs and expenses incurred by such other party in compelling arbitration of any controversy, claim, or dispute.

**g. Integration.** This Contract and all attachments and amendments thereto including each SLP, the Provider's approved SES Provider application, a copy of the Provider's annual SES Accountability Report that was submitted to CDE by October 1, 2015, the Provider's SES Program Description and the Educational Services Department's policies and procedures constitute the entire agreement between District and Provider. This Contract supersedes any prior or contemporaneous written or oral understanding or agreement. No amendment to this Contract will be valid unless contained in a writing signed by both parties. Notwithstanding the foregoing sentence, District may modify or amend this Contract without Provider's consent to conform to federal and state laws and regulations.

**!! #1 IPAD TUTORING !!:**

**OXNARD SCHOOL DISTRICT:**

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

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

\_\_\_\_\_  
*Typed Name & Title of Authorized Representative*

Lisa A. Franz, Director, Purchasing  
*Typed Name and Title*

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

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

## EXHIBIT A

### INSURANCE

I. Insurance Requirements. Provider 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 Provider, 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. Provider 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 one million dollars (\$1,000,000) combined single limit, bodily injury, personal injury and property damage liability per occurrence, in a form acceptable to the District.

(2) Comprehensive general and auto liability insurance with limits of not less than one million dollars (\$1,000,000) per accident for bodily injury and property damage per occurrence. A combined single limit policy with aggregate limits in an amount of not less than two million dollars (\$2,000,000) shall be considered equivalent to the said required minimum limit.

(3) Insurance Coverage shall 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 Provider's profession. This coverage may be written on a "claims made" basis and must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for at least 3 consecutive years following the later of the completion of the Services or the termination of this Agreement.

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

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

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

B. General Liability and Automobile Liability Coverages.

(1) District, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Provider performs; products and completed operations of Provider; premises owned, occupied or used by Provider ; or automobiles owned, leased, hired or borrowed by Provider. 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 Provider's insurance.

(3) Provider'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. Provider 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 Provider 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, Provider shall furnish certificates and endorsements from each subcontractor identical to those Provider 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 Provider 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 Provider's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.



**EXHIBIT B**

**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 Provider under the Contract to which this Exhibit B is attached  constitute  do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Provider, **!! #1 iPad Tutoring !!**, who will provide Services under the Contract,  is  is not subject to disclosure obligations.

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

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

Lisa A. Franz  
Director, Purchasing



# CERTIFICATE OF LIABILITY INSURANCE

661IP-1

OP ID: LA

DATE (MM/DD/YYYY)

10/08/2015

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 <b>Intermarket Insurance Agcy Inc</b> 205 E Main Street, Suite 3-4 Huntington, NY 11743 House Accounts	CONTACT NAME: <b>Vicky Hanley</b>
	PHONE (A/C No, Ext): <b>631-421-2424</b> FAX (A/C, No): <b>631-421-2004</b>
	E-MAIL ADDRESS: <b>Vhanley@intermarketins.com</b>
	INSURER(S) AFFORDING COVERAGE
	INSURER A: <b>Philadelphia Ins Companies</b>
INSURED <b>!! #1 iPad Tutoring !!</b> <b>10401 Venice Blvd #455</b> <b>Los Angeles, CA 90034</b>	INSURER B: <b>The Hartford Ins Company</b>
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	PHPK1249193	10/21/2014	05/30/2016	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b> MED EXP (Any one person) \$ <b>5,000</b>
A	<input checked="" type="checkbox"/> \$100,000 Crime GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PHPK1249193	10/21/2014	05/30/2016	PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>3,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>1,000,000</b> \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PHPK1249193	10/21/2014	05/30/2016	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>		PHUB496196	04/13/2015	05/30/2016	EACH OCCURRENCE \$ <b>4,000,000</b> AGGREGATE \$ <b>4,000,000</b> \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	12WECKU7648	04/10/2015	04/10/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
A	Professional Liab		PHPK1249193	10/21/2014	05/30/2016	Act/Agg <b>1Mil/ 3Mil</b>
A	Abuse/Molest		PHPK1249193	10/21/2014	05/30/2016	Clim/Agg <b>1Mil/ 2Mil</b>

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

Oxnard School District, its respective elected and appointed officers, officials, employees and volunteers are included as additional insured as required by written contract or agreement. General Liability coverage is primary and non-contributory if required by written contract or agreement. In the event of policy cancellation 30 days written notice will be provided.

**CERTIFICATE HOLDER****CANCELLATION**

OXNARSD

Oxnard School District  
1051 South A Street  
Oxnard, CA 93030

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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**NOTEPAD**

INSURED'S NAME !! #1 Ipad Tutoring !!

661IP-1  
OP ID: LA

PAGE 2  
Date 10/08/2015

Umbrella Liability covers Abuse and Molestation limits to \$2 Million per occurrence and \$5 Million Aggregate.

POLICY NUMBER: PHUB496196

<b>SCHEDULE OF UNDERLYING INSURANCE</b>		
<b>Employers' Liability</b>		
Company:		
Policy Number:		
Policy Period:		
Minimum Applicable Limits		
Bodily injury by accident	\$ _____	Each Accident
Bodily injury by disease	\$ _____	Each Employee
Bodily injury by disease	\$ _____	Policy Limit
<b>Commercial General Liability</b>		
	<input checked="" type="checkbox"/> Occurrence	<input type="checkbox"/> Claims-Made
Company:	PIIC	
Policy Number:	PHPK1249193	
Policy Period:	10/21/14-05/30/2016	
Retroactive Date:	Not Applicable	
Minimum Applicable Limits:		
General Aggregate	\$ _____	3,000,000
Products-Completed Operations Aggregate	\$ _____	1,000,000
Personal And Advertising Injury	\$ _____	1,000,000
Each Occurrence	\$ _____	1,000,000
<b>Commercial Auto Liability</b>		
Company:	PIIC	
Policy Number:	PHPK1249193	
Policy Period:	10/21/14-05/30/2016	
Minimum Applicable Limits		
Garage Aggregate Limit For Other Than Autos (if applicable)	\$ _____	Not Applicable
Each Accident	\$ _____	1,000,000
<b>Professional Liability</b>		
	<input type="checkbox"/> Occurrence	<input type="checkbox"/> Claims-Made
Company:		
Policy Number:		
Policy Period:		
Retroactive Date:		
Minimum Applicable Limits		
	\$ _____	
	\$ _____	

POLICY NUMBER: PHUB496196

<b>Employee Benefits Liability</b>	<input type="checkbox"/> Occurrence	<input type="checkbox"/> Claims-Made
Company: _____		
Policy Number: _____		
Policy Period: _____		
Retroactive Date: _____		
Minimum Applicable Limits		
_____	\$	_____
_____	\$	_____

<b>Abuse or Molestation</b>	<input checked="" type="checkbox"/> Occurrence	<input type="checkbox"/> Claims-Made
Company: <u>PIIC</u>		
Policy Number: <u>PHPK1249193</u>		
Policy Period: <u>10/21/14-05/30/2016</u>		
Retroactive Date: <u>Not Applicable</u>		
Minimum Applicable Limits		
<u>Each Abusive Conduct</u>	\$	<u>1,000,000</u>
<u>Aggregate</u>	\$	<u>2,000,000</u>

<b>Directors &amp; Officers Liability</b>	<input type="checkbox"/> Occurrence	<input type="checkbox"/> Claims-Made
Company: _____		
Policy Number: _____		
Policy Period: _____		
Retroactive Date: _____		
Minimum Applicable Limits		
_____	\$	_____
_____	\$	_____

<b>Liquor Liability</b>	<input type="checkbox"/> Occurrence	<input type="checkbox"/> Claims-Made
Company: _____		
Policy Number: _____		
Policy Period: _____		
Retroactive Date: _____		
Minimum Applicable Limits		
_____	\$	_____
_____	\$	_____

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p><b>Name Of Additional Insured Person(s) Or Organization(s):</b>  Oxnard School District and its elected  and appointed officers, officials,  employees and volunteers</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations;  
or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



**OXNARD SCHOOL DISTRICT**  
**NO CHILD LEFT BEHIND – TITLE I**  
**2015-2016**



**Agreement #15-132**

**SUPPLEMENTAL EDUCATIONAL SERVICES (SES) PROVIDER and**  
**OXNARD SCHOOL DISTRICT (OSD)**

This Supplemental Educational Services (SES) Provider/District Contract (“Contract”) is made by and between the Oxnard School District (“District”) and !! 1 A 1 Tutoria Tablet Computer !! (“Provider”).

**1. Purpose.** This Contract is entered into for the purpose of providing supplemental educational services (“SES”) to eligible District students whose parents choose Provider pursuant to pertinent provisions of the federal *No Child Left Behind Act* (20 U.S.C. Section 6301 et seq.). “Eligible students” are those students identified by the District who meet specific income and achievement requirements under Title I. This Contract does not commit the District to pay for SES provided to any District students, or the Provider to provide any such SES, unless and until an authorized representative of the Educational Services Department approves the provision of SES by Provider.

**2. Term.** The term of this Contract begins on December 10, 2015 and ends on May 30, 2016 (“Term”).

**3. Assignment of Students.** Students will be assigned in accordance with student eligibility, based on academic need, and parents’ first choice preference of SES provider. When SES requests for services exceed the funding allocation, students will be assigned in accordance with student eligibility and priority as established by Oxnard School District. A waiting list will be maintained.

**4. Definitions.** For purposes of this Contract, the following terms will have the meaning set forth below:

“Incentive” means any up-front monetary or material gifts valued at more than \$2.00 given to parents or students to encourage them to choose a specific provider to provide Supplemental Educational Services to their child and incentives valued at \$3.00 each or \$30.00 in the aggregate used within a provider’s program to encourage students to reach certain achievement or attendance levels after they have begun to provide services. Incentives may not include any food items. Any incentives distributed at provider fairs must be cleared by the District with an itemized receipt and description of items delivered to the district no later than one (1) day before the provider fair.

“Qualified” means that a person has met federal and state certification, licensing, registration or other comparable requirements (e.g., professional development, coursework completed, etc.) which apply to the area in which he or she is providing Supplemental

Educational Services, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements and adheres to the standards of professional practice established in federal and state law or regulation. Nothing in this definition shall be construed as restricting the activities of a graduate needing direct hours leading to licensure or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university.

“Parent” means the natural parent, adoptive parent, parent surrogate, legal guardian or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction.

“Supplemental Educational Services” means “tutoring and other supplemental academic enrichment services that are in addition to instruction provided during the school day and are of high quality, research-based, and specifically designed to increase the academic achievement of eligible children” on California’s statewide assessments and assist the children in meeting California’s core academic content standards/Common Core State Standards. 20 U.S.C. Section 6316(e)(12)(C).

## **5. Program Description**

**a. General Program of Instruction.** Provider will provide the District with a written summary of its general program of instruction (“SES Program Description”) for inclusion in the materials to be used by the District to inform parents about SES services available to eligible students. The total number of minutes per day provided by Provider will be specified in the SES Program Description and all instruction must be provided outside the normal school day. Provider’s SES Program Description will be approved by the District, attached to and become a part of this Contract prior to enrollment of District students in Provider’s program. Provider will provide the District with a copy of its CDE approved SES application and its annual SES accountability report. Provider will complete all hours of service within three months of student assignment.

**b. Student Learning Plan.** Upon acceptance of a District student, the Provider will submit to the District a Student Learning Plan (“SLP”) as specified by the Educational Services Department for each District student to be served by Provider. The SLP must include: (1) the specific achievement goals for the student, developed in consultation with the student’s parents and the provider; (2) a description of how the student’s progress will be measured and how the student’s parents and teachers will be regularly informed of that progress; (3) a timetable for improving the student’s achievement; and (4) the parent’s signature. Changes in any student’s SLP may only be made with the written consent of the District in consultation with the student’s parents. Provider, the District or the parents may request a review of a student’s SLP at any time. Unless otherwise agreed in writing, through submission of the SLP form, Provider agrees to provide all services specified in the student’s SLP.

### **c. Timeline for Initiation of Services.**

(i) Within one week of receiving the First Batch Assignment of students for tutoring from the District, Provider will acknowledge availability and preparedness to begin providing services to students from the First Batch. Provider’s acknowledgement will include the names of all tutors and certification of their Fingerprint Clearance and TB Test.



(ii) The SLP must be executed within 15 days of receipt of a District student's enrollment, but in no case later than January 29, 2016, unless a different time frame is agreed to by the Provider and the District's Educational Services Department. The District shall reassign students for whom a SLP is not received in accordance with the above noted timeline.

(iii) Provider will submit the first invoice to the District by or before **February 15, 2016**. **Provider may NOT bill for pretest assessment.**

(iv) Provider will have three months from receipt of the First Batch Assignment to complete tutoring. All invoicing for the First Batch Assignment must be submitted no later than **March 21, 2016**.

(v) If tutoring services have not been provided by the due date of the first invoice (**February 15, 2016**) the District shall re-assign students who have not been provided tutoring services.

**d. Provision of Services at No Charge to Parents.** Unless otherwise agreed to in writing between Provider and the District, Provider is responsible for the provision of all appropriate supplies, equipment, assessments, and/or facilities for students served under this Contract, as specified in the SES Program Description and the student's SLP. Provider will make no charge of any kind to parents for Supplemental Educational Services as specified in the student's SLP (including, but not limited to, screenings, District designated and other assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Contract). Online companies will outline the provider's technology support offered to families.

**e. Records of Attendance.** Provider shall maintain daily records of student attendance and services provided, including the name/address of student, the name of Provider's employee who rendered the service, and the tutoring time allocated for the services provided. Provider shall permit access to and/or a copy of such records to the District upon request.

**f. Student Progress Reports.** Provider will provide to parents, each student's home school, and the Educational Services Department two written progress reports/report cards in writing and in a language that parents can understand, pursuant to the requirements specified by the Educational Services Department. A copy of the progress reports/report cards will be maintained at the Provider's place of business and made available upon request of the District or the student's parent(s). The first progress report will be completed after the first half of the Provider's total tutoring hours have been completed and will be provided to parents, each student's home school with an introductory cover sheet, and the Educational Services Department within five business days. The second (End of Service Report) required progress report will be completed after the total service hours have been delivered and prior to the final invoice or March 21, 2016 (whichever comes first).

**g. End of Service Reports.** Provider will provide to parents, each student's home school, and the Educational Services Department, a written End of Service Report before or at the time of final invoicing describing the student's progress or accomplishments upon the termination or completion of the services. The End of the School Year Report will include the following: (1) Pre-Test administered and student score; (2) the student's attendance report; and (3) Post-Test administered and student score. Final invoice will not be paid until the end of service report is received.

**h. Student Change of Enrollment.** If a student changes his/her enrollment to a school outside of the District's service boundaries or school whose students are not eligible for Supplemental Educational Services under the *No Child Left Behind* Act, the District will not be responsible for the costs of services delivered after the student's change of enrollment.

**i. Withdrawal of Students from Program.** Provider will report, by telephone and in writing by email, to the Educational Services Department when a District student is withdrawn by a parent from services. Provider shall provide notice of withdrawal **within 48 hours**.

**j. Parent Access and Complaints.** Provider will provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, and meeting rooms. Provider will comply with any known court orders regarding parental visits and access to students. Provider will maintain and adhere to its own written procedures for responding to parent complaints. Provider will provide documentation of these procedures to the Educational Services Department no later than the date that this Contract is signed.

**k. Services on District Campuses.** Provider will not provide services on the District's public school campuses unless, at its discretion, the District approves such use under specific guidelines to be determined by the District. If Provider is permitted access to public school campuses, Provider will comply with Penal Code Section 627.1 *et. seq.*, and District and school procedures regarding visitors to school campuses. Provider will be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on public school campuses, and may not use the District's supplies, copiers, etc. If Provider's access to a District campus is pursuant to a lease or other document, Provider will comply with all District requirements and policies regarding the leasing of facilities from the District.

**l. General Requirements.** Provider shall have participated in all District coordinated meetings and/or fairs to be eligible to provide services. Additionally, providers shall abide by all criteria set forth in informational meetings and/or fairs in order to provide SES to District students.

**m. Equal Distribution of hours per pupil.** Tutoring will be completed within **three (3) months** of the company receiving assignment of student(s). The Educational Services Department will approve the SLP's and communicate approval via written notice and/or e-mail. The number of hours indicated in the SLP should be evenly distributed over the **three month** period (e.g. all tutoring hours should not be completed in one month's time).

**6. Certification/Approval.** Provider shall be certified or otherwise approved by the California Department of Education ("CDE") as a SES provider. A current copy of Provider's approved application and SES provider certification approval must be provided to the District on or before the date this Contract is executed by Provider. Provider will also provide the District with its most recent SES provider application approved by the California Department of Education (CDE) on or before the date this Contract is executed. This Contract will be null and void if such certification approval expires, or is revoked, rescinded or otherwise nullified during

the Term of this Contract. Provider will provide the District its most recent annual SES Accountability Report on or before October 15, 2015.

**7. Fingerprints/Clearance Requirements.** Provider will comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, California Code of Regulations section 13075(J) including, but not limited to: obtaining clearance from the California Department of Justice (hereinafter referred to as “CDOJ”) and TB clearance for Provider’s employees, and volunteers, and contractors prior to providing service to any District student unless Provider determines that the employees, volunteers, and contractors will have no physical contact with District students. Such CDOJ clearance must include a determination that any such person has not been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the such person’s conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 4423 (i) or (j). In addition, Provider will make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2 with respect to each such person. Provider will certify in writing to District that Provider has at all times complied with this Section of the Contract. Clearance certification must be submitted to the Educational Services Department prior to program implementation. Provider must submit clearance information to the Office of Curriculum, State and Federal Programs with each monthly invoice and note personnel changes that effect the provision of SES.

**8. Staff Qualifications.** Provider will ensure that all individuals employed, contracted, or otherwise hired by Provider to provide instruction or related services are qualified in the area in which the individuals are providing such instruction or services. Provider will comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision. Provider will deliver designated instruction and services utilizing personnel who possess a license issued by an appropriate licensing agency authorizing the licensee to provide the specific service, or possess a credential authorizing the service or are otherwise qualified to provide the service. Before the start of service, Provider will submit to District a staff list, and all current licenses, credentials, permits or other documents (e.g., proof of professional development or coursework completed, etc.) which entitle the holder to provide SES. Provider will provide to District updated information regarding the status of licenses, credentials, permits or other relevant documents each month during the Term.

**9. Staff Absence.** If Provider’s assigned service provider is absent, Provider will provide a qualified (as defined in section 4 and as determined by District) substitute. The District will not pay for services unless a qualified substitute is provided or Provider provides documentation evidencing the provision of “make-up” services by a qualified service provider.

**10. Record Keeping/Confidentiality.**

**a. Maintenance of Records.** All records will be maintained by Provider as required by state and federal laws and regulations. Notwithstanding the foregoing, Provider will maintain all material records relating to this Contract and to its SES services in the District for at least five (5) years after the termination of this Contract and such records will be available for audit by the District. For purposes of this Contract, “material records” includes, without limitation: pupil records as defined by California Education Code sections 49061(b);

registers and roll books of teachers and/or daily service providers; daily service logs and other documents used to record the provision of services, including SLPs; staff lists specifying credentials held and documents evidencing other staff qualifications, dates of hire and dates of termination; transportation and other related services subcontracts; liability and worker's compensation insurance policies; Supplemental Educational Services agency certifications; statements of income and expenses; and general ledgers and supporting documents.

**b. Pupil Records.** Provider will maintain all pupil records in a secure location to ensure confidentiality and will prevent unauthorized access. Provider will not disclose the identity of any student eligible for, or receiving, SES to any third party, nor will Provider forward any student record to any other person other than the parents or the District, without the written permission of the parents of such student. Provider will maintain a current list of the names and positions of Provider's employees who have access to confidential records. Provider will maintain an access log for each student's record which lists all persons, agencies or organizations requesting or receiving information from the record. Such log will be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation and date/time of access for each individual requesting or receiving information from the student's record. Such log may not record access to the student's records by: (i) the student's parent; (ii) an individual to whom written consent has been executed by the student's parent; or (iii) employees of the District or Provider having a legitimate educational interest in requesting or receiving information from the record. For purposes of this paragraph, "employees of the District or Provider" do not include subcontractors. Provider will grant access to pupil records and comply with all requests for copies of pupil records as required by state and federal laws and regulations.

**c. Delivery of Records to District.** At the conclusion of the performance of this Contract (or upon completion of services to any particular student), Provider will turn over to the District, all pupil records for the District's students to whom Provider has provided services under this Contract. At the conclusion of the performance of this Contract and upon the written request of the District, Provider will return to District all written materials constituting or incorporating any communications or information obtained from the District.

**d. Survival.** Provider's obligations under this Section 9 will survive cancellation, termination or expiration of this Contract.

## **11. Monitoring.**

**a. Access by District.** Provider will notify the District of the location and/or any change in location at which it is providing services to the District's eligible students. Provider will allow access by District to its facilities for periodic monitoring of each District student's instructional program and will be invited to participate in the review of each student's progress. District will have access to observe each District student at work, observe the instructional setting, interview Provider, and review each District student's records and progress. Such access will include unannounced monitoring visits.

**b. Reports.** Provider will provide the District served with an end-of-the-year report summarizing total student progress (aggregate), as well as disaggregated data by gender, ethnicity, grade level, language fluency and number of tutoring sessions provided. This end-of-the-year report will be due the District no later than **June 15, 2016.**

c. **Reviews.** Provider will participate in an annual review process as deemed appropriate by District. This review will address, among other things, programmatic aspects of the Provider, compliance with relevant state and federal regulations, assessments of District students, District student achievement growth, and Contract compliance. Provider will participate in any reviews, including without limitation, self-reviews as required by law.

d. **Program Audits.** Provider understands that the District reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

e. **Financial Audits.** The District will have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Contract. Provider will make available to District all budgetary information including operating budgets submitted by Provider to District for the relevant contract period being audited. Provider will make such evidence and documents available at the office of District or Provider's offices (as specified by District) at all reasonable times and without charge within five days of a written request from District. Provider will, at no cost to District, provide assistance for such examination or audit.

## 12. Compliance with Laws, Regulations and Policies.

a. **General.** During the term of this Contract, unless otherwise agreed, Provider will comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations, including but not limited to applicable health, safety, and civil rights laws. Provider will also comply with all District policies and regulations unless Provider determines, taking into consideration all of the surrounding facts and circumstances, that a policy or a portion thereof does not reasonably apply to Provider. Provider hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with applicable laws, regulations and District policies and will indemnify the District under the provisions of Section 17 of this Contract for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of Provider's noncompliance.

b. **Incident/Accident Reporting.** Provider will submit a written accident report to the District within 24 hours of any accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

c. **Child Abuse Reporting.** Provider hereby agrees that all staff members, including volunteers, are familiar with and agree to child abuse and missing children reporting obligations and procedures under California law, including but not limited to, California Education Code Section 49370 and California Penal Code section 11166, *et seq.* Provider must develop and maintain a written child abuse reporting procedure and provide an annual training to all its employees regarding mandated reporting of child abuse and missing children. Provider agrees that all staff members will abide by such laws in a timely manner.

d. **Discrimination.** Provider will not discriminate on the basis of race, religion, sex, national origin, age, disability or sexual orientation in employment or operation of its program.

**13. Enrollment, Contracting, Attendance Reporting and Billing Procedures.**

**a. Compliance with District Procedures.** Provider will comply with all procedures concerning enrollment, contracting, attendance reporting, and billing as specified by the Educational Services Department.

**b. Hourly Rate.** Provider will specify one hourly rate for SES services to students. Based upon this hourly rate, Provider will specify the maximum number of hours of service to be provided for each District student. If the California Department of Education per-pupil rate for SES increases or decreases for the District, Provider will amend their hourly rate and/or number of hours of service to reflect the change.

**c. Attendance Records.** Provider will maintain separate registers for each District student that describe the services provided. Original attendance forms (i.e., daily service logs and notes) will be completed by the actual service provider whose signature will appear on such forms and will be available for review, inspection, or audit by District during the Term and for a period of five (5) years thereafter. Provider will verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

**d. Invoices.** Prior to invoicing for first payment, but no later than submitting the invoice for first payment, Provider must have submitted the SLP for each student to the District. Payment for services requires the plan. Hours submitted without a plan will not be paid. All other required documents stipulated in this contract must be received by the Office of Curriculum, State and Federal Programs prior to or by first invoicing. Monthly invoices will be itemized by name and address of student, service provided, student attendance verified by parent in writing (initialed and with signature), and amount billed. Parent signature and verification (initials for service dates) are required for invoicing. Such invoices/attendance forms shall be submitted within thirty (30) days of the rendering of services. A copy of the invoice/attendance form to be used shall be provided by the District with this contract, as set forth in Exhibit C. District will not pay invoices/bills received over 30 days after the end of each month.

Provider will receive compensation only for sessions attended by District students and Supplemental Educational Services actually provided to District students. Provider will not receive compensation for District student absences. Total per student expenditures cannot exceed one and a half hours per day, three hours per week, or twelve (12) hours per month. Invoice and related documents will be submitted on a form and in the manner prescribed by District. District will make payment to Provider based on the number of billable days of attendance and hours of service at rates specified in this Contract. Payment will be within forty-five (45) days after District's receipt of invoices prepared and submitted as specified by the Educational Services Department. Provider will correct deficiencies and submit rebilling invoices no later than thirty (30) days after the invoice is returned by District. District will pay properly submitted re-billing invoices not later than forty-five (45) days after the date a completely corrected re-billing invoice is received by District.

Pre-assessment (or initial assessment) hours will not be included in any invoices. A maximum of one-hour for post assessment at the conclusion of tutoring will be permitted for billing.

e. **Final Invoice.** Final invoices must be received by District no later than June 15, 2016. All tutoring must be completed by May 30, 2016

f. **Payments by Other Agencies.** Provider will notify District when any other agency is billed for the costs associated with the provision of Supplemental Educational Services to District students. Upon request, Provider will provide to District any and all documentation regarding reports, billing, or payments by any agency for the costs associated with the provision of Supplemental Educational Services to District students.

14. **Monthly Invoices.** Provider shall submit monthly invoices to the District, itemized by the name/address of the student, service provided and actual number of hours for which services were provided, and amount owed. Invoices shall be submitted within thirty (30) days of the date of service.

**Each month a list of students who have not received services for any reason must be expressly reported to the District. The list of students who have not received services should be provided along with the monthly invoice.**

15. **Payment.** Upon proper monthly invoicing, District agrees to pay Provider for services performed during the term of this Agreement not to exceed \$894.26 per student served. The District shall pay Provider at the maximum rate of \$100.00 per hour (as listed in the CDE approved Provider Application).

15. **Right to Withhold Payment.**

a. **Bases for Withholding.** District may withhold payment to Provider when: (i) Provider has failed to perform, in whole or in part, under the terms of this Contract, or the SLP; (ii) Provider was overpaid by District as determined by inspection, review, or audit of Provider's program, work, or records; (iii) education or related services are provided to District students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (iv) District has not received prior to the end of the Term, all documents concerning one or more District students enrolled in Provider's educational program; or (v) Provider receives payment from another agency or funding source for a service provided to a District student.

b. **Notice and Opportunity to Cure.** If District determines that cause exists to withhold payment to Provider, District shall, within 10 days of this determination, provide to Provider written notice that District is withholding payment. The notice will describe the reasons for the withholding. Such notice will specify the basis or bases for District's withholding payment and the amount to be withheld. Within 14 days from the date of receipt of such notice, Provider will take all necessary and appropriate action to correct the deficiencies that form the basis for District's withholding payment or submit a written request for extension to correct the deficiencies. If the basis for withholding is not cured within the approved time period, payment will be denied.

17. **Incentives.** The Provider will not provide any up-front incentive valued at over \$2.00 per student to parents or students to encourage signing up for Provider's services or to encourage any other student or parent to sign up for Provider's services. Items such as pencils, pens, magnets, etcetera, are acceptable. Food items are not permitted. In any marketing information or other explanation, either verbally and in writing, and in the delivery of services, Provider may not offer to parents or students incentives valued at more than \$3.00 each or

\$30.00 in the aggregate per student as achievement or attendance incentives once the student has signed up for Provider's services. Provider may not offer any incentive or payment of any amount to any District personnel employed by one of the SES eligible schools for helping Provider to recruit parents and students to sign-up for Provider's Supplemental Educational Services.

**18. Recruitment:** Recruiting. The provider shall not recruit on any school or district property. The provider shall not fill in the tutoring application for any family. The provider shall not identify themselves as employed by or working with Oxnard School District or any School. Approved providers will be provided a "Provider Recruitment Application" and allowed a 48 hour opportunity to recruit with said application. No provider shall recruit with any application prior to the 48 hour opportunity with the "Provider Recruitment Application". Any violation of these recruiting terms shall be grounds to be terminated from providing SES in Oxnard School District.

**19. Termination.**

**a. Without Cause.** This Contract may be terminated by the District or the Provider at any time. Provider's exercise of its right to terminate this Contract will not alleviate its responsibilities to complete any existing SLPs. To terminate this Contract, either party will give 20 calendar days written notice prior to the date of termination. Upon termination, without default of Provider, the District will pay, without duplication, for all services satisfactorily performed to the date of termination. In consideration of this payment, Provider waives all rights to any further payment of damage. Under no circumstances will Provider be entitled to anticipatory, lost profits or consequential damages as a result of termination under this section.

**b. For Cause.**

**(i)** The District may, by written notice to the Provider, terminate this Contract in whole or in part at any time because of the failure of the Provider to fulfill its contractual obligations and the District may, in its sole discretion, provide Provider with a reasonable period within which to cure the default. Upon receipt of such notice, the Provider will (A) immediately discontinue all services affected (unless the notice directs otherwise) and (B) deliver to the District all information and material as may have been involved in the provision of services whether provided by the District or generated by the Provider in the performance of this Contract, whether completed or in process (unless the notice directs otherwise). Termination of this Contract will be as of the date of receipt by the Provider of such notice.

**(ii)** If the termination is due to the failure of the Provider to fulfill its contractual obligations, the District may take over the services and complete the services by contract or otherwise. Provider will be liable for the reasonable costs and expenses related to the transfer of District students to another provider.

**(iii)** If, after the notice of termination for failure to fulfill contract obligations, it is determined that the Provider has not so failed, the termination will be deemed to have been effected without cause pursuant to 15(a) above.



(iv) Provider will not be entitled to anticipatory, lost profits or consequential damages as a result of any termination under this section. Payments to the Provider in accordance with this section will constitute the Provider's exclusive remedy for any termination hereunder.

20. **Insurance.** Provider agrees to obtain and maintain in full force and effect during the term of this Contract the insurance policies set forth in **Exhibit A** "Insurance" and made a part of this Contract. 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. Provider agrees to provide District with copies of required policies upon request.

21. **Indemnification.** Provider will indemnify and hold District and its Governing Board members, administrators, employees, agents, volunteers and subcontractors (District Indemnitees) harmless against any and all liability, loss, damage and expense (including reasonable attorneys' fees) arising out of or relating to this Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by an act or omission of Provider, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding District and District Indemnitees). This indemnity will survive the termination of this Contract.

22. **Independent Contractor.** Nothing in this Contract will be construed to imply a joint venture, partnership, employer-employee or principal-agent relationship between the District and Provider. Provider will provide all services under this Contract as an independent contractor, and neither party will have the authority to bind or make any commitment on behalf of the other. Provider is responsible for providing its own salaries, payroll taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind as required by law for its own employees and assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this Contract. Nothing in this Contract will be deemed to create any association, partnership, joint venture or relationship of principal and agent, or employer and employee between the parties or any affiliates of the parties, or between the District and any individual assigned by Provider to perform any services for the District. If the District is held to be a partner, joint venturer, co-principal, employer or co-employer of Provider, Provider will indemnify and hold the District harmless from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the District as a result of that holding.

23. **Subcontracting.** Provider shall not subcontract services. If the Provider is unable to provide approved services, the Provider shall notify the District of the inability to provide services. The District shall work to reassign the students to a provider approved to work with Oxnard School District.

24. **Conflicts of Interest.** Provider will provide to District a copy of its current bylaws and a current list of its Board of Directors, if it is incorporated. Provider covenants that neither it, nor any officer or any member of its Board of Directors has or will acquire any interest, directly or indirectly, that would conflict in any manner with the interests of the District or that would in any way hinder Provider's performance of services under this Contract.

Provider further covenants that in the performance of this Contract, no person having any such interest will be employed by it as an officer, employee, agent or subcontractor without the express written consent of the District.

a. Provider will not conduct or solicit any non-District business while on District property or time.

b. Provider will also take all necessary steps to avoid the appearance of a conflict of interest and will have a duty to disclose to the District prior to entering into this Contract any and all circumstances existing at such time which pose a potential conflict of interest.

c. Bylaws of the District's Governing Board 9270 BB and 9270(BB)E as hereinafter amended or renumber, require that a consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Provider represents that it has received and reviews a copy of these Governing Board bylaws and that it  does  does not qualify as a "designated employee".

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

d. Provider agrees to notify the Educational Services Department, in writing, if Provider believes that it is a "designated employee" and should be filing financial interest disclosures, but has not been required to do so by the District.

e. Should a conflict of interest issue arise, Provider agrees to fully cooperate in any inquiry and to provide the District with all documents or other information reasonably necessary to enable the District to determine whether or not a conflict of interest existed or exists. Failure to comply with the provisions of this section will constitute grounds for immediate termination of this Contract, in addition to whatever other remedies the District may have.

**25. Miscellaneous.**

**a. Press Releases and Marketing.** Provider represents that it will not publish or cause to be disseminated through any press release, public statement or marketing or selling effort any information which is related to this Contract or the services provided hereunder without prior written approval of District

**b. Severability Clause.** If any provision of this Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Contract will be severable and remain in effect.

**c. Notices.** Notices required under this Contract will be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

**For the District:** Anna Thomas, Director  
Oxnard School District  
Office of Curriculum, State and Federal Programs, Division of  
Educational Services  
1051 South "A" Street  
Oxnard School District  
Oxnard, CA 93030

**For Provider:**           !! 1 A 1 Tutoria Tablet Computer !!  
244 North Doheny Drive  
Beverly Hills, CA 90211

**d. Successors and Assignees.** This Contract binds Provider's successors and assignees.

**e. Governing Law.** The laws of the State of California will govern the terms and conditions of this Contract with venue in Ventura County, California.

**f. Arbitration.** The parties agree to settle any controversy or claim or dispute arising out of or relating to this Contract by arbitration conducted by a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association, in a hearing locale in Ventura County, California. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator must be an active member of the California State Bar or a retired judge of the state or federal judiciary of California. Each party will bear its own costs and expenses associated with the arbitration. The arbitrator's fees and the administrative fees of the arbitration will be shared equally among the parties. Any party who fails or refuses to submit to arbitration will bear all costs and expenses incurred by such other party in compelling arbitration of any controversy, claim, or dispute.

**g. Integration.** This Contract and all attachments and amendments thereto including each SLP, the Provider's approved SES Provider application, a copy of the Provider's annual SES Accountability Report that was submitted to CDE by October 1, 2015, the Provider's SES Program Description and the Educational Services Department's policies and procedures constitute the entire agreement between District and Provider. This Contract supersedes any prior or contemporaneous written or oral understanding or agreement. No amendment to this Contract will be valid unless contained in a writing signed by both parties. Notwithstanding the foregoing sentence, District may modify or amend this Contract without Provider's consent to conform to federal and state laws and regulations.

**!! 1 A 1 TUTORIA TABLET COMPUTER !!:**

**OXNARD SCHOOL DISTRICT:**

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

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

\_\_\_\_\_  
*Typed Name & Title of Authorized Representative*

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

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

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

## EXHIBIT A

### INSURANCE

I. Insurance Requirements. Provider 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 Provider, 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. Provider 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 one million dollars (\$1,000,000) combined single limit, bodily injury, personal injury and property damage liability per occurrence, in a form acceptable to the District.

(2) Comprehensive general and auto liability insurance with limits of not less than one million dollars (\$1,000,000) per accident for bodily injury and property damage per occurrence. A combined single limit policy with aggregate limits in an amount of not less than two million dollars (\$2,000,000) shall be considered equivalent to the said required minimum limit.

(3) Insurance Coverage shall 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 Provider's profession. This coverage may be written on a "claims made" basis and must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for at least 3 consecutive years following the later of the completion of the Services or the termination of this Agreement.

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

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

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

B. General Liability and Automobile Liability Coverages.

(1) District, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Provider performs; products and completed operations of Provider; premises owned, occupied or used by Provider ; or automobiles owned, leased, hired or borrowed by Provider. 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 Provider's insurance.

(3) Provider'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. Provider 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 Provider 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, Provider shall furnish certificates and endorsements from each subcontractor identical to those Provider 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 Provider 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 Provider's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

**EXHIBIT B**

**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 Provider under the Contract to which this Exhibit B is attached  constitute  do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Provider, **!! 1 A 1 Tutoria Tablet Computer !!**, who will provide Services under the Contract,  is  is not subject to disclosure obligations.

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

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

Lisa A. Franz  
Director, Purchasing



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: LA

DATE (MM/DD/YYYY)

10/08/2015

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).

<b>PRODUCER</b> Intermarket Insurance Agcy Inc 205 E Main Street, Suite 3-4 Huntington, NY 11743 House Accounts		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: 1TUTO-1		FAX (A/C, No):	
<b>INSURED</b> !! 1 A 1 Tutoria Tablet Computer !! 10401 Venice Blvd., Ste 444 Los Angeles, CA 90034		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : <b>Philadelphia Ins Companies</b> INSURER B : <b>CNA Insurance Companies</b> INSURER C : INSURER D : INSURER E : INSURER F :		NAIC #	

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR	X		PHPK1310817	04/14/2015	05/30/2016	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 100,000	
A	<input checked="" type="checkbox"/> <b>Crime- Empl Theft</b> 500,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			PHPK1310817	04/14/2015	05/30/2016	MED EXP (Any one person)	\$ 5,000
	PERSONAL & ADV INJURY						\$ 1,000,000	
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1310817	04/14/2015	05/30/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	BODILY INJURY (Per person)						\$	
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB DEDUCTIBLE RETENTION \$			PHUB493750	04/14/2015	05/30/2016	EACH OCCURRENCE	\$ 3,000,000
	AGGREGATE						\$ 3,000,000	
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			4031009549	09/15/2015	09/15/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
A	<b>Abuse/Molestation</b> <b>Prof. Liability</b>			PHPK1310817	04/14/2015	05/30/2016	E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	<b>Abuse/Molestation</b>			PHPK1310817	04/14/2015	05/30/2016	OCC/AGG	1M/2M
A	<b>Prof. Liability</b>			PHPK1310817	04/14/2015	05/30/2016	ACT/AGG	1M/2M

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

Oxnard School District, its respective elected and appointed officers, officials, employees and volunteers included as an additional insured if required by written contract or agreement. General Liability coverage is primary and non-contributory if required by written contract or agreement. In the event of policy cancellation 10 days written notice will be provided.

**CERTIFICATE HOLDER****CANCELLATION**

<b>CERTIFICATE HOLDER</b>  OXNARSD  Oxnard School District 1051 South A Street Oxnard, CA 93030	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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POLICY NUMBER: PHUB493750

<b>SCHEDULE OF UNDERLYING INSURANCE</b>		
<b>Employers' Liability</b>		
Company:		
Policy Number:		
Policy Period:		
Minimum Applicable Limits		
Bodily injury by accident	\$ _____	Each Accident
Bodily injury by disease	\$ _____	Each Employee
Bodily injury by disease	\$ _____	Policy Limit
<b>Commercial General Liability</b>		
	<input checked="" type="checkbox"/> Occurrence	<input type="checkbox"/> Claims-Made
Company:	<u>Philadelphia Indemnity Insurance Company</u>	
Policy Number:	<u>PHPK1310817</u>	
Policy Period:	<u>04/14/2015</u> <u>04/14/2016</u>	
Retroactive Date:	<u>Not Applicable</u>	
Minimum Applicable Limits:		
General Aggregate	\$ _____	<u>3,000,000</u>
Products-Completed Operations Aggregate	\$ _____	<u>3,000,000</u>
Personal And Advertising Injury	\$ _____	<u>1,000,000</u>
Each Occurrence	\$ _____	<u>1,000,000</u>
<b>Commercial Auto Liability</b>		
Company:	<u>Philadelphia Indemnity Insurance Company</u>	
Policy Number:	<u>PHPK1310817</u>	
Policy Period:	<u>04/14/2015</u> <u>04/14/2016</u>	
Minimum Applicable Limits		
Garage Aggregate Limit For Other Than Autos (if applicable)	\$ _____	<u>Not Applicable</u>
Each Accident	\$ _____	<u>1,000,000</u>
<b>Professional Liability</b>		
	<input type="checkbox"/> Occurrence	<input type="checkbox"/> Claims-Made
Company:		
Policy Number:		
Policy Period:		
Retroactive Date:		
Minimum Applicable Limits		
_____	\$ _____	_____
_____	\$ _____	_____



POLICY NUMBER: PHUB493750

<b>Employee Benefits Liability</b>		<input type="checkbox"/> Occurrence	<input type="checkbox"/> Claims-Made
Company: _____			
Policy Number: _____			
Policy Period: _____			
Retroactive Date: _____			
Minimum Applicable Limits			
	\$	_____	
	\$	_____	
<b>Abuse or Molestation</b>		<input checked="" type="checkbox"/> Occurrence	<input type="checkbox"/> Claims-Made
Company: <u>PIIC</u>			
Policy Number: <u>PHPK1310817</u>			
Policy Period: <u>04/14/2015</u> <u>04/14/2016</u>			
Retroactive Date: <u>Not Applicable</u>			
Minimum Applicable Limits			
<u>Each Abusive Conduct</u>	\$	<u>1,000,000</u>	
<u>Aggregate</u>	\$	<u>2,000,000</u>	
<b>Directors &amp; Officers Liability</b>		<input type="checkbox"/> Occurrence	<input type="checkbox"/> Claims-Made
Company: _____			
Policy Number: _____			
Policy Period: _____			
Retroactive Date: _____			
Minimum Applicable Limits			
	\$	_____	
	\$	_____	
<b>Liquor Liability</b>		<input type="checkbox"/> Occurrence	<input type="checkbox"/> Claims-Made
Company: _____			
Policy Number: _____			
Policy Period: _____			
Retroactive Date: _____			
Minimum Applicable Limits			
	\$	_____	
	\$	_____	

**NOTEPAD**

INSURED'S NAME !!1 A 1 Tutoria Tablet

1TUTO-1  
OP ID: LA

PAGE 2  
Date 10/08/2015

Umbrella Liability covers Abuse and Molestation limits to \$2 Million per occurrence and \$5 Million Aggregate.



**OXNARD SCHOOL DISTRICT**  
**NO CHILD LEFT BEHIND – TITLE I**  
**2015-2016**



**Agreement #15-135**

**SUPPLEMENTAL EDUCATIONAL SERVICES (SES) PROVIDER and**  
**OXNARD SCHOOL DISTRICT (OSD)**

This Supplemental Educational Services (SES) Provider/District Contract (“Contract”) is made by and between the Oxnard School District (“District”) and #1 Academia de Servicio de Tutoria (“Provider”).

**1. Purpose.** This Contract is entered into for the purpose of providing supplemental educational services (“SES”) to eligible District students whose parents choose Provider pursuant to pertinent provisions of the federal *No Child Left Behind Act* (20 U.S.C. Section 6301 et seq.). “Eligible students” are those students identified by the District who meet specific income and achievement requirements under Title I. This Contract does not commit the District to pay for SES provided to any District students, or the Provider to provide any such SES, unless and until an authorized representative of the Educational Services Department approves the provision of SES by Provider.

**2. Term.** The term of this Contract begins on December 10, 2015 and ends on May 30, 2016 (“Term”).

**3. Assignment of Students.** Students will be assigned in accordance with student eligibility, based on academic need, and parents’ first choice preference of SES provider. When SES requests for services exceed the funding allocation, students will be assigned in accordance with student eligibility and priority as established by Oxnard School District. A waiting list will be maintained.

**4. Definitions.** For purposes of this Contract, the following terms will have the meaning set forth below:

“Incentive” means any up-front monetary or material gifts valued at more than \$2.00 given to parents or students to encourage them to choose a specific provider to provide Supplemental Educational Services to their child and incentives valued at \$3.00 each or \$30.00 in the aggregate used within a provider’s program to encourage students to reach certain achievement or attendance levels after they have begun to provide services. Incentives may not include any food items. Any incentives distributed at provider fairs must be cleared by the District with an itemized receipt and description of items delivered to the district no later than one (1) day before the provider fair.

“Qualified” means that a person has met federal and state certification, licensing, registration or other comparable requirements (e.g., professional development, coursework completed, etc.) which apply to the area in which he or she is providing Supplemental

Educational Services, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements and adheres to the standards of professional practice established in federal and state law or regulation. Nothing in this definition shall be construed as restricting the activities of a graduate needing direct hours leading to licensure or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university.

“Parent” means the natural parent, adoptive parent, parent surrogate, legal guardian or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction.

“Supplemental Educational Services” means “tutoring and other supplemental academic enrichment services that are in addition to instruction provided during the school day and are of high quality, research-based, and specifically designed to increase the academic achievement of eligible children” on California’s statewide assessments and assist the children in meeting California’s core academic content standards/Common Core State Standards. 20 U.S.C. Section 6316(e)(12)(C).

## **5. Program Description**

**a. General Program of Instruction.** Provider will provide the District with a written summary of its general program of instruction (“SES Program Description”) for inclusion in the materials to be used by the District to inform parents about SES services available to eligible students. The total number of minutes per day provided by Provider will be specified in the SES Program Description and all instruction must be provided outside the normal school day. Provider’s SES Program Description will be approved by the District, attached to and become a part of this Contract prior to enrollment of District students in Provider’s program. Provider will provide the District with a copy of its CDE approved SES application and its annual SES accountability report. Provider will complete all hours of service within three months of student assignment.

**b. Student Learning Plan.** Upon acceptance of a District student, the Provider will submit to the District a Student Learning Plan (“SLP”) as specified by the Educational Services Department for each District student to be served by Provider. The SLP must include: (1) the specific achievement goals for the student, developed in consultation with the student’s parents and the provider; (2) a description of how the student’s progress will be measured and how the student’s parents and teachers will be regularly informed of that progress; (3) a timetable for improving the student’s achievement; and (4) the parent’s signature. Changes in any student’s SLP may only be made with the written consent of the District in consultation with the student’s parents. Provider, the District or the parents may request a review of a student’s SLP at any time. Unless otherwise agreed in writing, through submission of the SLP form, Provider agrees to provide all services specified in the student’s SLP.

### **c. Timeline for Initiation of Services.**

(i) Within one week of receiving the First Batch Assignment of students for tutoring from the District, Provider will acknowledge availability and preparedness to begin providing services to students from the First Batch. Provider’s acknowledgement will include the names of all tutors and certification of their Fingerprint Clearance and TB Test.

(ii) The SLP must be executed within 15 days of receipt of a District student's enrollment, but in no case later than January 29, 2016, unless a different time frame is agreed to by the Provider and the District's Educational Services Department. The District shall reassign students for whom a SLP is not received in accordance with the above noted timeline.

(iii) Provider will submit the first invoice to the District by or before **February 15, 2016**. **Provider may NOT bill for pretest assessment.**

(iv) Provider will have three months from receipt of the First Batch Assignment to complete tutoring. All invoicing for the First Batch Assignment must be submitted no later than **March 21, 2016**.

(v) If tutoring services have not been provided by the due date of the first invoice (**February 15, 2016**) the District shall re-assign students who have not been provided tutoring services.

**d. Provision of Services at No Charge to Parents.** Unless otherwise agreed to in writing between Provider and the District, Provider is responsible for the provision of all appropriate supplies, equipment, assessments, and/or facilities for students served under this Contract, as specified in the SES Program Description and the student's SLP. Provider will make no charge of any kind to parents for Supplemental Educational Services as specified in the student's SLP (including, but not limited to, screenings, District designated and other assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Contract). Online companies will outline the provider's technology support offered to families.

**e. Records of Attendance.** Provider shall maintain daily records of student attendance and services provided, including the name/address of student, the name of Provider's employee who rendered the service, and the tutoring time allocated for the services provided. Provider shall permit access to and/or a copy of such records to the District upon request.

**f. Student Progress Reports.** Provider will provide to parents, each student's home school, and the Educational Services Department two written progress reports/report cards in writing and in a language that parents can understand, pursuant to the requirements specified by the Educational Services Department. A copy of the progress reports/report cards will be maintained at the Provider's place of business and made available upon request of the District or the student's parent(s). The first progress report will be completed after the first half of the Provider's total tutoring hours have been completed and will be provided to parents, each student's home school with an introductory cover sheet, and the Educational Services Department within five business days. The second (End of Service Report) required progress report will be completed after the total service hours have been delivered and prior to the final invoice or March 21, 2016 (whichever comes first).

**g. End of Service Reports.** Provider will provide to parents, each student's home school, and the Educational Services Department, a written End of Service Report before or at the time of final invoicing describing the student's progress or accomplishments upon the termination or completion of the services. The End of the School Year Report will include the following: (1) Pre-Test administered and student score; (2) the student's attendance report; and (3) Post-Test administered and student score. Final invoice will not be paid until the end of service report is received.

**h. Student Change of Enrollment.** If a student changes his/her enrollment to a school outside of the District's service boundaries or school whose students are not eligible for Supplemental Educational Services under the *No Child Left Behind* Act, the District will not be responsible for the costs of services delivered after the student's change of enrollment.

**i. Withdrawal of Students from Program.** Provider will report, by telephone and in writing by email, to the Educational Services Department when a District student is withdrawn by a parent from services. Provider shall provide notice of withdrawal **within 48 hours**.

**j. Parent Access and Complaints.** Provider will provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, and meeting rooms. Provider will comply with any known court orders regarding parental visits and access to students. Provider will maintain and adhere to its own written procedures for responding to parent complaints. Provider will provide documentation of these procedures to the Educational Services Department no later than the date that this Contract is signed.

**k. Services on District Campuses.** Provider will not provide services on the District's public school campuses unless, at its discretion, the District approves such use under specific guidelines to be determined by the District. If Provider is permitted access to public school campuses, Provider will comply with Penal Code Section 627.1 *et. seq.*, and District and school procedures regarding visitors to school campuses. Provider will be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on public school campuses, and may not use the District's supplies, copiers, etc. If Provider's access to a District campus is pursuant to a lease or other document, Provider will comply with all District requirements and policies regarding the leasing of facilities from the District.

**l. General Requirements.** Provider shall have participated in all District coordinated meetings and/or fairs to be eligible to provide services. Additionally, providers shall abide by all criteria set forth in informational meetings and/or fairs in order to provide SES to District students.

**m. Equal Distribution of hours per pupil.** Tutoring will be completed within **three (3) months** of the company receiving assignment of student(s). The Educational Services Department will approve the SLP's and communicate approval via written notice and/or e-mail. The number of hours indicated in the SLP should be evenly distributed over the **three month** period (e.g. all tutoring hours should not be completed in one month's time).

**6. Certification/Approval.** Provider shall be certified or otherwise approved by the California Department of Education ("CDE") as a SES provider. A current copy of Provider's approved application and SES provider certification approval must be provided to the District on or before the date this Contract is executed by Provider. Provider will also provide the District with its most recent SES provider application approved by the California Department of Education (CDE) on or before the date this Contract is executed. This Contract will be null and void if such certification approval expires, or is revoked, rescinded or otherwise nullified during

the Term of this Contract. Provider will provide the District its most recent annual SES Accountability Report on or before October 15, 2015.

**7. Fingerprints/Clearance Requirements.** Provider will comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, California Code of Regulations section 13075(J) including, but not limited to: obtaining clearance from the California Department of Justice (hereinafter referred to as “CDOJ”) and TB clearance for Provider’s employees, and volunteers, and contractors prior to providing service to any District student unless Provider determines that the employees, volunteers, and contractors will have no physical contact with District students. Such CDOJ clearance must include a determination that any such person has not been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the such person’s conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 4423 (i) or (j). In addition, Provider will make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2 with respect to each such person. Provider will certify in writing to District that Provider has at all times complied with this Section of the Contract. Clearance certification must be submitted to the Educational Services Department prior to program implementation. Provider must submit clearance information to the Office of Curriculum, State and Federal Programs with each monthly invoice and note personnel changes that effect the provision of SES.

**8. Staff Qualifications.** Provider will ensure that all individuals employed, contracted, or otherwise hired by Provider to provide instruction or related services are qualified in the area in which the individuals are providing such instruction or services. Provider will comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision. Provider will deliver designated instruction and services utilizing personnel who possess a license issued by an appropriate licensing agency authorizing the licensee to provide the specific service, or possess a credential authorizing the service or are otherwise qualified to provide the service. Before the start of service, Provider will submit to District a staff list, and all current licenses, credentials, permits or other documents (e.g., proof of professional development or coursework completed, etc.) which entitle the holder to provide SES. Provider will provide to District updated information regarding the status of licenses, credentials, permits or other relevant documents each month during the Term.

**9. Staff Absence.** If Provider’s assigned service provider is absent, Provider will provide a qualified (as defined in section 4 and as determined by District) substitute. The District will not pay for services unless a qualified substitute is provided or Provider provides documentation evidencing the provision of “make-up” services by a qualified service provider.

**10. Record Keeping/Confidentiality.**

**a. Maintenance of Records.** All records will be maintained by Provider as required by state and federal laws and regulations. Notwithstanding the foregoing, Provider will maintain all material records relating to this Contract and to its SES services in the District for at least five (5) years after the termination of this Contract and such records will be available for audit by the District. For purposes of this Contract, “material records” includes, without limitation: pupil records as defined by California Education Code sections 49061(b);

registers and roll books of teachers and/or daily service providers; daily service logs and other documents used to record the provision of services, including SLPs; staff lists specifying credentials held and documents evidencing other staff qualifications, dates of hire and dates of termination; transportation and other related services subcontracts; liability and worker's compensation insurance policies; Supplemental Educational Services agency certifications; statements of income and expenses; and general ledgers and supporting documents.

**b. Pupil Records.** Provider will maintain all pupil records in a secure location to ensure confidentiality and will prevent unauthorized access. Provider will not disclose the identity of any student eligible for, or receiving, SES to any third party, nor will Provider forward any student record to any other person other than the parents or the District, without the written permission of the parents of such student. Provider will maintain a current list of the names and positions of Provider's employees who have access to confidential records. Provider will maintain an access log for each student's record which lists all persons, agencies or organizations requesting or receiving information from the record. Such log will be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation and date/time of access for each individual requesting or receiving information from the student's record. Such log may not record access to the student's records by: (i) the student's parent; (ii) an individual to whom written consent has been executed by the student's parent; or (iii) employees of the District or Provider having a legitimate educational interest in requesting or receiving information from the record. For purposes of this paragraph, "employees of the District or Provider" do not include subcontractors. Provider will grant access to pupil records and comply with all requests for copies of pupil records as required by state and federal laws and regulations.

**c. Delivery of Records to District.** At the conclusion of the performance of this Contract (or upon completion of services to any particular student), Provider will turn over to the District, all pupil records for the District's students to whom Provider has provided services under this Contract. At the conclusion of the performance of this Contract and upon the written request of the District, Provider will return to District all written materials constituting or incorporating any communications or information obtained from the District.

**d. Survival.** Provider's obligations under this Section 9 will survive cancellation, termination or expiration of this Contract.

## **11. Monitoring.**

**a. Access by District.** Provider will notify the District of the location and/or any change in location at which it is providing services to the District's eligible students. Provider will allow access by District to its facilities for periodic monitoring of each District student's instructional program and will be invited to participate in the review of each student's progress. District will have access to observe each District student at work, observe the instructional setting, interview Provider, and review each District student's records and progress. Such access will include unannounced monitoring visits.

**b. Reports.** Provider will provide the District served with an end-of-the-year report summarizing total student progress (aggregate), as well as disaggregated data by gender, ethnicity, grade level, language fluency and number of tutoring sessions provided. This end-of-the-year report will be due the District no later than **June 15, 2016.**



c. **Reviews.** Provider will participate in an annual review process as deemed appropriate by District. This review will address, among other things, programmatic aspects of the Provider, compliance with relevant state and federal regulations, assessments of District students, District student achievement growth, and Contract compliance. Provider will participate in any reviews, including without limitation, self-reviews as required by law.

d. **Program Audits.** Provider understands that the District reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

e. **Financial Audits.** The District will have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Contract. Provider will make available to District all budgetary information including operating budgets submitted by Provider to District for the relevant contract period being audited. Provider will make such evidence and documents available at the office of District or Provider's offices (as specified by District) at all reasonable times and without charge within five days of a written request from District. Provider will, at no cost to District, provide assistance for such examination or audit.

## 12. Compliance with Laws, Regulations and Policies.

a. **General.** During the term of this Contract, unless otherwise agreed, Provider will comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations, including but not limited to applicable health, safety, and civil rights laws. Provider will also comply with all District policies and regulations unless Provider determines, taking into consideration all of the surrounding facts and circumstances, that a policy or a portion thereof does not reasonably apply to Provider. Provider hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with applicable laws, regulations and District policies and will indemnify the District under the provisions of Section 17 of this Contract for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of Provider's noncompliance.

b. **Incident/Accident Reporting.** Provider will submit a written accident report to the District within 24 hours of any accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

c. **Child Abuse Reporting.** Provider hereby agrees that all staff members, including volunteers, are familiar with and agree to child abuse and missing children reporting obligations and procedures under California law, including but not limited to, California Education Code Section 49370 and California Penal Code section 11166, *et seq.* Provider must develop and maintain a written child abuse reporting procedure and provide an annual training to all its employees regarding mandated reporting of child abuse and missing children. Provider agrees that all staff members will abide by such laws in a timely manner.

d. **Discrimination.** Provider will not discriminate on the basis of race, religion, sex, national origin, age, disability or sexual orientation in employment or operation of its program.

**13. Enrollment, Contracting, Attendance Reporting and Billing Procedures.**

**a. Compliance with District Procedures.** Provider will comply with all procedures concerning enrollment, contracting, attendance reporting, and billing as specified by the Educational Services Department.

**b. Hourly Rate.** Provider will specify one hourly rate for SES services to students. Based upon this hourly rate, Provider will specify the maximum number of hours of service to be provided for each District student. If the California Department of Education per-pupil rate for SES increases or decreases for the District, Provider will amend their hourly rate and/or number of hours of service to reflect the change.

**c. Attendance Records.** Provider will maintain separate registers for each District student that describe the services provided. Original attendance forms (i.e., daily service logs and notes) will be completed by the actual service provider whose signature will appear on such forms and will be available for review, inspection, or audit by District during the Term and for a period of five (5) years thereafter. Provider will verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

**d. Invoices.** Prior to invoicing for first payment, but no later than submitting the invoice for first payment, Provider must have submitted the SLP for each student to the District. Payment for services requires the plan. Hours submitted without a plan will not be paid. All other required documents stipulated in this contract must be received by the Office of Curriculum, State and Federal Programs prior to or by first invoicing. Monthly invoices will be itemized by name and address of student, service provided, student attendance verified by parent in writing (initialed and with signature), and amount billed. Parent signature and verification (initials for service dates) are required for invoicing. Such invoices/attendance forms shall be submitted within thirty (30) days of the rendering of services. A copy of the invoice/attendance form to be used shall be provided by the District with this contract, as set forth in Exhibit C. District will not pay invoices/bills received over 30 days after the end of each month.

Provider will receive compensation only for sessions attended by District students and Supplemental Educational Services actually provided to District students. Provider will not receive compensation for District student absences. Total per student expenditures cannot exceed one and a half hours per day, three hours per week, or twelve (12) hours per month. Invoice and related documents will be submitted on a form and in the manner prescribed by District. District will make payment to Provider based on the number of billable days of attendance and hours of service at rates specified in this Contract. Payment will be within forty-five (45) days after District's receipt of invoices prepared and submitted as specified by the Educational Services Department. Provider will correct deficiencies and submit rebilling invoices no later than thirty (30) days after the invoice is returned by District. District will pay properly submitted re-billing invoices not later than forty-five (45) days after the date a completely corrected re-billing invoice is received by District.

Pre-assessment (or initial assessment) hours will not be included in any invoices. A maximum of one-hour for post assessment at the conclusion of tutoring will be permitted for billing.

e. **Final Invoice.** Final invoices must be received by District no later than June 15, 2016. All tutoring must be completed by May 30, 2016

f. **Payments by Other Agencies.** Provider will notify District when any other agency is billed for the costs associated with the provision of Supplemental Educational Services to District students. Upon request, Provider will provide to District any and all documentation regarding reports, billing, or payments by any agency for the costs associated with the provision of Supplemental Educational Services to District students.

14. **Monthly Invoices.** Provider shall submit monthly invoices to the District, itemized by the name/address of the student, service provided and actual number of hours for which services were provided, and amount owed. Invoices shall be submitted within thirty (30) days of the date of service.

**Each month a list of students who have not received services for any reason must be expressly reported to the District. The list of students who have not received services should be provided along with the monthly invoice.**

15. **Payment.** Upon proper monthly invoicing, District agrees to pay Provider for services performed during the term of this Agreement not to exceed \$894.26 per student served. The District shall pay Provider at the maximum rate of \$50.00 per hour (as listed in the CDE approved Provider Application).

15. **Right to Withhold Payment.**

a. **Bases for Withholding.** District may withhold payment to Provider when: (i) Provider has failed to perform, in whole or in part, under the terms of this Contract, or the SLP; (ii) Provider was overpaid by District as determined by inspection, review, or audit of Provider's program, work, or records; (iii) education or related services are provided to District students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (iv) District has not received prior to the end of the Term, all documents concerning one or more District students enrolled in Provider's educational program; or (v) Provider receives payment from another agency or funding source for a service provided to a District student.

b. **Notice and Opportunity to Cure.** If District determines that cause exists to withhold payment to Provider, District shall, within 10 days of this determination, provide to Provider written notice that District is withholding payment. The notice will describe the reasons for the withholding. Such notice will specify the basis or bases for District's withholding payment and the amount to be withheld. Within 14 days from the date of receipt of such notice, Provider will take all necessary and appropriate action to correct the deficiencies that form the basis for District's withholding payment or submit a written request for extension to correct the deficiencies. If the basis for withholding is not cured within the approved time period, payment will be denied.

17. **Incentives.** The Provider will not provide any up-front incentive valued at over \$2.00 per student to parents or students to encourage signing up for Provider's services or to encourage any other student or parent to sign up for Provider's services. Items such as pencils, pens, magnets, etcetera, are acceptable. Food items are not permitted. In any marketing information or other explanation, either verbally and in writing, and in the delivery of services, Provider may not offer to parents or students incentives valued at more than \$3.00 each or

\$30.00 in the aggregate per student as achievement or attendance incentives once the student has signed up for Provider's services. Provider may not offer any incentive or payment of any amount to any District personnel employed by one of the SES eligible schools for helping Provider to recruit parents and students to sign-up for Provider's Supplemental Educational Services.

**18. Recruitment:** Recruiting. The provider shall not recruit on any school or district property. The provider shall not fill in the tutoring application for any family. The provider shall not identify themselves as employed by or working with Oxnard School District or any School. Approved providers will be provided a "Provider Recruitment Application" and allowed a 48 hour opportunity to recruit with said application. No provider shall recruit with any application prior to the 48 hour opportunity with the "Provider Recruitment Application". Any violation of these recruiting terms shall be grounds to be terminated from providing SES in Oxnard School District.

**19. Termination.**

**a. Without Cause.** This Contract may be terminated by the District or the Provider at any time. Provider's exercise of its right to terminate this Contract will not alleviate its responsibilities to complete any existing SLPs. To terminate this Contract, either party will give 20 calendar days written notice prior to the date of termination. Upon termination, without default of Provider, the District will pay, without duplication, for all services satisfactorily performed to the date of termination. In consideration of this payment, Provider waives all rights to any further payment of damage. Under no circumstances will Provider be entitled to anticipatory, lost profits or consequential damages as a result of termination under this section.

**b. For Cause.**

**(i)** The District may, by written notice to the Provider, terminate this Contract in whole or in part at any time because of the failure of the Provider to fulfill its contractual obligations and the District may, in its sole discretion, provide Provider with a reasonable period within which to cure the default. Upon receipt of such notice, the Provider will (A) immediately discontinue all services affected (unless the notice directs otherwise) and (B) deliver to the District all information and material as may have been involved in the provision of services whether provided by the District or generated by the Provider in the performance of this Contract, whether completed or in process (unless the notice directs otherwise). Termination of this Contract will be as of the date of receipt by the Provider of such notice.

**(ii)** If the termination is due to the failure of the Provider to fulfill its contractual obligations, the District may take over the services and complete the services by contract or otherwise. Provider will be liable for the reasonable costs and expenses related to the transfer of District students to another provider.

**(iii)** If, after the notice of termination for failure to fulfill contract obligations, it is determined that the Provider has not so failed, the termination will be deemed to have been effected without cause pursuant to 15(a) above.

(iv) Provider will not be entitled to anticipatory, lost profits or consequential damages as a result of any termination under this section. Payments to the Provider in accordance with this section will constitute the Provider's exclusive remedy for any termination hereunder.

20. **Insurance.** Provider agrees to obtain and maintain in full force and effect during the term of this Contract the insurance policies set forth in **Exhibit A** "Insurance" and made a part of this Contract. 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. Provider agrees to provide District with copies of required policies upon request.

21. **Indemnification.** Provider will indemnify and hold District and its Governing Board members, administrators, employees, agents, volunteers and subcontractors (District Indemnitees) harmless against any and all liability, loss, damage and expense (including reasonable attorneys' fees) arising out of or relating to this Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by an act or omission of Provider, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding District and District Indemnitees). This indemnity will survive the termination of this Contract.

22. **Independent Contractor.** Nothing in this Contract will be construed to imply a joint venture, partnership, employer-employee or principal-agent relationship between the District and Provider. Provider will provide all services under this Contract as an independent contractor, and neither party will have the authority to bind or make any commitment on behalf of the other. Provider is responsible for providing its own salaries, payroll taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind as required by law for its own employees and assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this Contract. Nothing in this Contract will be deemed to create any association, partnership, joint venture or relationship of principal and agent, or employer and employee between the parties or any affiliates of the parties, or between the District and any individual assigned by Provider to perform any services for the District. If the District is held to be a partner, joint venturer, co-principal, employer or co-employer of Provider, Provider will indemnify and hold the District harmless from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the District as a result of that holding.

23. **Subcontracting.** Provider shall not subcontract services. If the Provider is unable to provide approved services, the Provider shall notify the District of the inability to provide services. The District shall work to reassign the students to a provider approved to work with Oxnard School District.

24. **Conflicts of Interest.** Provider will provide to District a copy of its current bylaws and a current list of its Board of Directors, if it is incorporated. Provider covenants that neither it, nor any officer or any member of its Board of Directors has or will acquire any interest, directly or indirectly, that would conflict in any manner with the interests of the District or that would in any way hinder Provider's performance of services under this Contract.

Provider further covenants that in the performance of this Contract, no person having any such interest will be employed by it as an officer, employee, agent or subcontractor without the express written consent of the District.

a. Provider will not conduct or solicit any non-District business while on District property or time.

b. Provider will also take all necessary steps to avoid the appearance of a conflict of interest and will have a duty to disclose to the District prior to entering into this Contract any and all circumstances existing at such time which pose a potential conflict of interest.

c. Bylaws of the District's Governing Board 9270 BB and 9270(BB)E as hereinafter amended or renumber, require that a consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Provider represents that it has received and reviews a copy of these Governing Board bylaws and that it  does  does not qualify as a "designated employee".

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

d. Provider agrees to notify the Educational Services Department, in writing, if Provider believes that it is a "designated employee" and should be filing financial interest disclosures, but has not been required to do so by the District.

e. Should a conflict of interest issue arise, Provider agrees to fully cooperate in any inquiry and to provide the District with all documents or other information reasonably necessary to enable the District to determine whether or not a conflict of interest existed or exists. Failure to comply with the provisions of this section will constitute grounds for immediate termination of this Contract, in addition to whatever other remedies the District may have.

**25. Miscellaneous.**

**a. Press Releases and Marketing.** Provider represents that it will not publish or cause to be disseminated through any press release, public statement or marketing or selling effort any information which is related to this Contract or the services provided hereunder without prior written approval of District

**b. Severability Clause.** If any provision of this Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Contract will be severable and remain in effect.

**c. Notices.** Notices required under this Contract will be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

**For the District:** Anna Thomas, Director  
Oxnard School District  
Office of Curriculum, State and Federal Programs, Division of  
Educational Services  
1051 South "A" Street  
Oxnard School District  
Oxnard, CA 93030

**For Provider:** #1 Academia de Servicio de Tutoria  
2550 Corporate Place, Suite C-108  
Monterey Park, CA 91754

**d. Successors and Assignees.** This Contract binds Provider's successors and assignees.

**e. Governing Law.** The laws of the State of California will govern the terms and conditions of this Contract with venue in Ventura County, California.

**f. Arbitration.** The parties agree to settle any controversy or claim or dispute arising out of or relating to this Contract by arbitration conducted by a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association, in a hearing locale in Ventura County, California. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator must be an active member of the California State Bar or a retired judge of the state or federal judiciary of California. Each party will bear its own costs and expenses associated with the arbitration. The arbitrator's fees and the administrative fees of the arbitration will be shared equally among the parties. Any party who fails or refuses to submit to arbitration will bear all costs and expenses incurred by such other party in compelling arbitration of any controversy, claim, or dispute.

**g. Integration.** This Contract and all attachments and amendments thereto including each SLP, the Provider's approved SES Provider application, a copy of the Provider's annual SES Accountability Report that was submitted to CDE by October 1, 2015, the Provider's SES Program Description and the Educational Services Department's policies and procedures constitute the entire agreement between District and Provider. This Contract supersedes any prior or contemporaneous written or oral understanding or agreement. No amendment to this Contract will be valid unless contained in a writing signed by both parties. Notwithstanding the foregoing sentence, District may modify or amend this Contract without Provider's consent to conform to federal and state laws and regulations.

**#1 ACADEMIA DE SERVICIO DE TUTORIA:**

**OXNARD SCHOOL DISTRICT:**

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

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

\_\_\_\_\_  
*Typed Name & Title of Authorized Representative*

Lisa A. Franz, Director, Purchasing  
*Typed Name and Title*

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

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

## EXHIBIT A

### INSURANCE

I. Insurance Requirements. Provider 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 Provider, 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. Provider 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 one million dollars (\$1,000,000) combined single limit, bodily injury, personal injury and property damage liability per occurrence, in a form acceptable to the District.

(2) Comprehensive general and auto liability insurance with limits of not less than one million dollars (\$1,000,000) per accident for bodily injury and property damage per occurrence. A combined single limit policy with aggregate limits in an amount of not less than two million dollars (\$2,000,000) shall be considered equivalent to the said required minimum limit.

(3) Insurance Coverage shall 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 Provider's profession. This coverage may be written on a "claims made" basis and must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for at least 3 consecutive years following the later of the completion of the Services or the termination of this Agreement.

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



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

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

B. General Liability and Automobile Liability Coverages.

(1) District, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Provider performs; products and completed operations of Provider; premises owned, occupied or used by Provider ; or automobiles owned, leased, hired or borrowed by Provider. 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 Provider's insurance.

(3) Provider'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. Provider 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 Provider 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, Provider shall furnish certificates and endorsements from each subcontractor identical to those Provider 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 Provider 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 Provider's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

**EXHIBIT B**

**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 Provider under the Contract to which this Exhibit B is attached  constitute  do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Provider, **#1 Academia de Servicio de Tutoria**, who will provide Services under the Contract,  is  is not subject to disclosure obligations.

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

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

Lisa A. Franz  
Director, Purchasing



Policy Number:

Date Entered: 09/04/2015

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/4/2015

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	JOANNE LINDSEY INSURANCE SERVICES CMIS, Inc. 26893 BOUQUET CANYON ROAD, SUITE C197 SANTA CLARITA, CA 91350	CONTACT NAME: PHONE (A/C, No, Ext): (800) 244-9202 FAX (A/C, No): (661) 297-1437 E-MAIL ADDRESS: lindseyinsbrkr@socal.rr.com
	INSURER(S) AFFORDING COVERAGE	
INSURED	Syntelesys Educational Services Inc. #1 Academic Center De Tutoria #1 Educando con tabletas #1 Achieve Academic Excellence 2550 CORPORATE PLACE, STE. C108 MONTEREY PARK, CA 91754	INSURER A: PHILADELPHIA INDEMNITY INSURANCE CO. 18058
		INSURER B: STATE COMPENSATION FUND 35076
		INSURER C: PHILADELPHIA INDEMNITY INSURANCE CO. 18058
		INSURER D:
		INSURER E:
		INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blanket contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	PHPK1385264	9/1/2015	9/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	PHPK1385264	9/1/2015	9/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	PHUB512787	9/1/2015	9/1/2016	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input type="checkbox"/>	9138870-15	9/1/2015	9/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	PHPK1385264	9/1/2015	9/1/2016	\$1,000,000 \$3,000,000
A	Abuse & Molestation	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	PHPK1385264	9/1/2015	9/1/2016	\$2,000,000 \$5,000,000
A	Crime Bond	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	PHPK1385264	9/1/2015	9/1/2016	\$1,000,000 \$5,000,000 DED

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED. (SEE ENDORSEMENT ATTACHED)  
 30 Days Notice for cancellation, non-renewal or major coverage change.

SHOULD ANY OF THE ABOVE DESCRIBED POLICEIS BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER TO THE LEFT.

The Excess/Umbrella policy extends the primary General Liability, Automobile Liability

CERTIFICATE HOLDER	CANCELLATION
OXNARD SCHOOL DISTRICT 1051 SOUTH "A" STREET OXNARD, CA 93030	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  JoAnne Lindsey

**This endorsement, effective: 9/1/2015**

**Forms a part of policy No: PHPK1058562**

**Issued to: SYNTELESYS EDUCATIONAL SERVICES, INC., ACADEMIC TUTORING SERVICE,#1 ACADEMIA DE SERVICIO DE TUTUORIA, EDUCANDO CON TABLETAS #1 ACHIEVE ACADEMIC EXCELLENCE**

**THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY**

**ADDITIONAL INSURED**

This endorsement modifies insurance provide under the following:

**COMMERICAL GENERAL LIABILITY AND PROFESSIONAL LAIBILITY POLICY**

In consideration of an additional premium (included) it is hereby agreed that the following is included as an Additional Insured as respect Coverage A and B but only as respects liability arising out of your work for the Additional Insured by or for you.

Additional Insured:

**OXNARD SCHOOL DISTRICT ITS OFFICERS, AGENTS, DIRECTORS, EMPLOYEES, AND /OR VOLUNTEERS  
1051 SOUTH "A" STREET  
OXNARD, CA 93030**

This does not apply to bodily injury or property damage arising out of the sole negligence or willful misconduct or, or for defect in design furnished by, the Additional Insured.

As respect the coverage afforded the Additional Insured, this insurance is primary and non-contributory and our obligations are not affected by any other insurance carried by such Additional insured whether primary, excess, contingent, or on any other basis.

This endorsement does not increase the Company' limits of liability as specified in the Declaration of this policy.

**SEXUAL AND/OR PHYSICAL ABUSE LIMIT INCLUDED**

**\$1,000,000 PER OCCURRENCE, COMBINED SINGLE LIMIT**

**\$2,000,000 AGGREGATE LIMIT**

Additional Premium \$ \_Incl. \_\_\_\_\_.



\_\_\_\_\_  
Authorized Representative      10/14/2015  
JoAnne Lindsey                      Date  
or countersignature (in state where applicable)

All other terms, conditions and exclusions shall remain the same.

# STATE COMPENSATION FUND

## Workers Compensation and Employers Liability Insurance Policy

### Waiver of Our Right to Recover from Others Endorsement – California

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the schedule.

The additional premium for this endorsement shall be determined by multiplying the California workers' compensation premium due on such remuneration by the factor.

#### Schedule

Person or organization

Job Description

Tutoring Agency

**OXNARD SCHOOL DISTRICT ITS OFFICERS, AGENTS, DIRECTORS, EMPLOYEES, AND /OR VOLUNTEERS**

**1051 SOUTH "A" STREET**

**OXNARD, CA 93030**

**This Endorsement is subject to a minimum premium charge of: \$150.00**

Nothing in this endorsement shall vary, alter, waive or extend any of the terms, conditions, or limitations of this policy other than as stated above. Nothing elsewhere in this policy shall be held to vary, alter, waive or limit the terms, conditions, agreements or limitations of this endorsement.

This Endorsement when attached to Policy Number: 9138870-15

Issued to: **SYNTELESYS EDUCATIONAL SERVICES, INC., ACADEMIC TUTORING**

**SERVICE,#1 ACADEMIA DE SERVICIO DE TUTUORIA, EDUCANDO CON TABLETAS**

**#1 ACHIEVE ACADEMIC EXCELLENCE**

Shall be valid and shall form part of the referenced policy. The effective date of this endorsement is: 09/01/2015

Endorsement No: 01

Date Issued: 09/04/2015

Producer Name: **JoAnne Lindsey Insurance Services, Inc.**

Agency Name: **JoAnne Lindsey Insurance Services**

Additional Premium \$ \_Incl. \_\_\_\_\_.



\_\_\_\_\_  
Authorized Representative      10/14/2015  
Date  
JoAnne Lindsey

Policy Number: PHPK1385264

General Liability

**SYNTELESYS EDUCATIONAL SERVICES, INC., ACADEMIC TUTORING SERVICE,#1 ACADEMIA DE SERVICIO DE TUTUORIA, EDUCANDO CON TABLETAS #1 ACHIEVE ACADEMIC EXCELLENCE**

**THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY**

**ADDITIONAL INSURED—OWNERS, LESSEES OR CONTRACTORS  
(WITH OPTIONAL COVERAGE PROVISIONS)**

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**NAME OF PERSON OR ORGANIZATION:**

**OXNARD SCHOOL DISTRICT ITS OFFICERS, AGENTS, DIRECTORS, EMPLOYEES, AND /OR VOLUNTEERS  
1051 SOUTH "A" STREET  
OXNARD, CA 93030**

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

Who is insured (Section II) is amended to included as an insured the person or organization shown in the schedule, but only to the extent the additional insured is held liable for the Named Insured's negligent acts or omissions arising from occurrence directly caused by and while in the course of the Named Insured's ongoing operations performed for that additional insured.

Optional Coverage Provisions applicable to the above. The selected option(s) is designated by a mark in the box on the left of the option.

- OPTION A. The insurance provided by the endorsement shall be primary, but only in the event of the Named Insured's sole negligence.
- X
- OPTION B. The insurance provided by this endorsement shall be primary and noncontributory, but only in the event of the Named Insured's sole negligence.
- X- OPTION C. The insurance provided by this endorsement is amended to include any person or organization that the named Insured has agreed and/or is required by contract to name as an additional insured, per schedule on file with Company.

Additional Premium \$ \_Incl. \_\_\_\_\_.



\_\_\_\_\_  
Authorized Representative      10/14/2015  
JoAnne Lindsey                      Date

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Policy Number: PHPK1385264

Automobile Liability

**SYNTELESYS EDUCATIONAL SERVICES, INC., ACADEMIC TUTORING  
SERVICE,#1 ACADEMIA DE SERVICIO DE TUTUORIA, EDUCANDO CON TABLETAS  
#1 ACHIEVE ACADEMIC EXCELLENCE**

**THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY**

**ADDITIONAL INSURED—OWNERS, LESSEES OR CONTRACTORS  
(WITH OPTIONAL COVERAGE PROVISIONS)**

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL AUTOMOBILE LIABILITY COVERAGE PART

**SCHEDULE**

**NAME OF PERSON OR ORGANIZATION:**

**OXNARD SCHOOL DISTRICT ITS OFFICERS, AGENTS, DIRECTORS, EMPLOYEES, AND  
/OR VOLUNTEERS  
1051 SOUTH "A" STREET  
OXNARD, CA 93030**

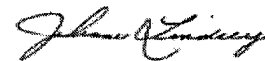
(If no entry appears above, information require to complete this endorsement will be shown in the  
Declarations as applicable to this endorsement)

Who is insured (Section II) is amended to included as an insured the person or organization shown in the  
schedule, but only to the extent the additional insured is held liable for the Named Insured's negligent acts  
or omissions arising from occurrence directly caused by and while in the course of the Named Insured's  
ongoing operations performed for that additional insured.

Optional Coverage Provisions applicable to the above. The selected option(s) is designated by a mark in  
the box on the left of the option.

- OPTION A. The insurance provided by the endorsement shall be primary, but only in the event of the Named Insured's sole negligence.
- X
- OPTION B. The insurance provided by this endorsement shall be primary and noncontributory, but only in the event of the Named Insured's sole negligence.
- X- OPTION C. The insurance provided by this endorsement is amended to include any person or organization that the named Insured has agreed and/or is required by contract to name as an additional insured, per schedule on file with Company.

Additional Premium \$ \_Incl.\_\_\_\_\_.



\_\_\_\_\_  
Authorized Representative      10/14/2015  
JoAnne Lindsey                      Date

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**OXNARD SCHOOL DISTRICT**  
**NO CHILD LEFT BEHIND – TITLE I**  
**2015-2016**



**Agreement #15-137**

**SUPPLEMENTAL EDUCATIONAL SERVICES (SES) PROVIDER and**  
**OXNARD SCHOOL DISTRICT (OSD)**

This Supplemental Educational Services (SES) Provider/District Contract (“Contract”) is made by and between the Oxnard School District (“District”) and 1 iPad Gratis LLC (“Provider”).

**1. Purpose.** This Contract is entered into for the purpose of providing supplemental educational services (“SES”) to eligible District students whose parents choose Provider pursuant to pertinent provisions of the federal *No Child Left Behind Act* (20 U.S.C. Section 6301 et seq.). “Eligible students” are those students identified by the District who meet specific income and achievement requirements under Title I. This Contract does not commit the District to pay for SES provided to any District students, or the Provider to provide any such SES, unless and until an authorized representative of the Educational Services Department approves the provision of SES by Provider.

**2. Term.** The term of this Contract begins on December 10, 2015 and ends on May 30, 2016 (“Term”).

**3. Assignment of Students.** Students will be assigned in accordance with student eligibility, based on academic need, and parents’ first choice preference of SES provider. When SES requests for services exceed the funding allocation, students will be assigned in accordance with student eligibility and priority as established by Oxnard School District. A waiting list will be maintained.

**4. Definitions.** For purposes of this Contract, the following terms will have the meaning set forth below:

“Incentive” means any up-front monetary or material gifts valued at more than \$2.00 given to parents or students to encourage them to choose a specific provider to provide Supplemental Educational Services to their child and incentives valued at \$3.00 each or \$30.00 in the aggregate used within a provider’s program to encourage students to reach certain achievement or attendance levels after they have begun to provide services. Incentives may not include any food items. Any incentives distributed at provider fairs must be cleared by the District with an itemized receipt and description of items delivered to the district no later than one (1) day before the provider fair.

“Qualified” means that a person has met federal and state certification, licensing, registration or other comparable requirements (e.g., professional development, coursework completed, etc.) which apply to the area in which he or she is providing Supplemental



Educational Services, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements and adheres to the standards of professional practice established in federal and state law or regulation. Nothing in this definition shall be construed as restricting the activities of a graduate needing direct hours leading to licensure or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university.

“Parent” means the natural parent, adoptive parent, parent surrogate, legal guardian or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction.

“Supplemental Educational Services” means “tutoring and other supplemental academic enrichment services that are in addition to instruction provided during the school day and are of high quality, research-based, and specifically designed to increase the academic achievement of eligible children” on California’s statewide assessments and assist the children in meeting California’s core academic content standards/Common Core State Standards. 20 U.S.C. Section 6316(e)(12)(C).

## **5. Program Description**

**a. General Program of Instruction.** Provider will provide the District with a written summary of its general program of instruction (“SES Program Description”) for inclusion in the materials to be used by the District to inform parents about SES services available to eligible students. The total number of minutes per day provided by Provider will be specified in the SES Program Description and all instruction must be provided outside the normal school day. Provider’s SES Program Description will be approved by the District, attached to and become a part of this Contract prior to enrollment of District students in Provider’s program. Provider will provide the District with a copy of its CDE approved SES application and its annual SES accountability report. Provider will complete all hours of service within three months of student assignment.

**b. Student Learning Plan.** Upon acceptance of a District student, the Provider will submit to the District a Student Learning Plan (“SLP”) as specified by the Educational Services Department for each District student to be served by Provider. The SLP must include: (1) the specific achievement goals for the student, developed in consultation with the student’s parents and the provider; (2) a description of how the student’s progress will be measured and how the student’s parents and teachers will be regularly informed of that progress; (3) a timetable for improving the student’s achievement; and (4) the parent’s signature. Changes in any student’s SLP may only be made with the written consent of the District in consultation with the student’s parents. Provider, the District or the parents may request a review of a student’s SLP at any time. Unless otherwise agreed in writing, through submission of the SLP form, Provider agrees to provide all services specified in the student’s SLP.

### **c. Timeline for Initiation of Services.**

(i) Within one week of receiving the First Batch Assignment of students for tutoring from the District, Provider will acknowledge availability and preparedness to begin providing services to students from the First Batch. Provider’s acknowledgement will include the names of all tutors and certification of their Fingerprint Clearance and TB Test.

(ii) The SLP must be executed within 15 days of receipt of a District student's enrollment, but in no case later than January 29, 2016, unless a different time frame is agreed to by the Provider and the District's Educational Services Department. The District shall reassign students for whom a SLP is not received in accordance with the above noted timeline.

(iii) Provider will submit the first invoice to the District by or before **February 15, 2016**. **Provider may NOT bill for pretest assessment.**

(iv) Provider will have three months from receipt of the First Batch Assignment to complete tutoring. All invoicing for the First Batch Assignment must be submitted no later than **March 21, 2016**.

(v) If tutoring services have not been provided by the due date of the first invoice (**February 15, 2016**) the District shall re-assign students who have not been provided tutoring services.

**d. Provision of Services at No Charge to Parents.** Unless otherwise agreed to in writing between Provider and the District, Provider is responsible for the provision of all appropriate supplies, equipment, assessments, and/or facilities for students served under this Contract, as specified in the SES Program Description and the student's SLP. Provider will make no charge of any kind to parents for Supplemental Educational Services as specified in the student's SLP (including, but not limited to, screenings, District designated and other assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Contract). Online companies will outline the provider's technology support offered to families.

**e. Records of Attendance.** Provider shall maintain daily records of student attendance and services provided, including the name/address of student, the name of Provider's employee who rendered the service, and the tutoring time allocated for the services provided. Provider shall permit access to and/or a copy of such records to the District upon request.

**f. Student Progress Reports.** Provider will provide to parents, each student's home school, and the Educational Services Department two written progress reports/report cards in writing and in a language that parents can understand, pursuant to the requirements specified by the Educational Services Department. A copy of the progress reports/report cards will be maintained at the Provider's place of business and made available upon request of the District or the student's parent(s). The first progress report will be completed after the first half of the Provider's total tutoring hours have been completed and will be provided to parents, each student's home school with an introductory cover sheet, and the Educational Services Department within five business days. The second (End of Service Report) required progress report will be completed after the total service hours have been delivered and prior to the final invoice or March 21, 2016 (whichever comes first).

**g. End of Service Reports.** Provider will provide to parents, each student's home school, and the Educational Services Department, a written End of Service Report before or at the time of final invoicing describing the student's progress or accomplishments upon the termination or completion of the services. The End of the School Year Report will include the following: (1) Pre-Test administered and student score; (2) the student's attendance report; and (3) Post-Test administered and student score. Final invoice will not be paid until the end of service report is received.

**h. Student Change of Enrollment.** If a student changes his/her enrollment to a school outside of the District's service boundaries or school whose students are not eligible for Supplemental Educational Services under the *No Child Left Behind* Act, the District will not be responsible for the costs of services delivered after the student's change of enrollment.

**i. Withdrawal of Students from Program.** Provider will report, by telephone and in writing by email, to the Educational Services Department when a District student is withdrawn by a parent from services. Provider shall provide notice of withdrawal **within 48 hours**.

**j. Parent Access and Complaints.** Provider will provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, and meeting rooms. Provider will comply with any known court orders regarding parental visits and access to students. Provider will maintain and adhere to its own written procedures for responding to parent complaints. Provider will provide documentation of these procedures to the Educational Services Department no later than the date that this Contract is signed.

**k. Services on District Campuses.** Provider will not provide services on the District's public school campuses unless, at its discretion, the District approves such use under specific guidelines to be determined by the District. If Provider is permitted access to public school campuses, Provider will comply with Penal Code Section 627.1 *et. seq.*, and District and school procedures regarding visitors to school campuses. Provider will be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on public school campuses, and may not use the District's supplies, copiers, etc. If Provider's access to a District campus is pursuant to a lease or other document, Provider will comply with all District requirements and policies regarding the leasing of facilities from the District.

**l. General Requirements.** Provider shall have participated in all District coordinated meetings and/or fairs to be eligible to provide services. Additionally, providers shall abide by all criteria set forth in informational meetings and/or fairs in order to provide SES to District students.

**m. Equal Distribution of hours per pupil.** Tutoring will be completed within **three (3) months** of the company receiving assignment of student(s). The Educational Services Department will approve the SLP's and communicate approval via written notice and/or e-mail. The number of hours indicated in the SLP should be evenly distributed over the **three month** period (e.g. all tutoring hours should not be completed in one month's time).

**6. Certification/Approval.** Provider shall be certified or otherwise approved by the California Department of Education ("CDE") as a SES provider. A current copy of Provider's approved application and SES provider certification approval must be provided to the District on or before the date this Contract is executed by Provider. Provider will also provide the District with its most recent SES provider application approved by the California Department of Education (CDE) on or before the date this Contract is executed. This Contract will be null and void if such certification approval expires, or is revoked, rescinded or otherwise nullified during

the Term of this Contract. Provider will provide the District its most recent annual SES Accountability Report on or before October 15, 2015.

**7. Fingerprints/Clearance Requirements.** Provider will comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, California Code of Regulations section 13075(J) including, but not limited to: obtaining clearance from the California Department of Justice (hereinafter referred to as “CDOJ”) and TB clearance for Provider’s employees, and volunteers, and contractors prior to providing service to any District student unless Provider determines that the employees, volunteers, and contractors will have no physical contact with District students. Such CDOJ clearance must include a determination that any such person has not been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the such person’s conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 4423 (i) or (j). In addition, Provider will make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2 with respect to each such person. Provider will certify in writing to District that Provider has at all times complied with this Section of the Contract. Clearance certification must be submitted to the Educational Services Department prior to program implementation. Provider must submit clearance information to the Office of Curriculum, State and Federal Programs with each monthly invoice and note personnel changes that effect the provision of SES.

**8. Staff Qualifications.** Provider will ensure that all individuals employed, contracted, or otherwise hired by Provider to provide instruction or related services are qualified in the area in which the individuals are providing such instruction or services. Provider will comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision. Provider will deliver designated instruction and services utilizing personnel who possess a license issued by an appropriate licensing agency authorizing the licensee to provide the specific service, or possess a credential authorizing the service or are otherwise qualified to provide the service. Before the start of service, Provider will submit to District a staff list, and all current licenses, credentials, permits or other documents (e.g., proof of professional development or coursework completed, etc.) which entitle the holder to provide SES. Provider will provide to District updated information regarding the status of licenses, credentials, permits or other relevant documents each month during the Term.

**9. Staff Absence.** If Provider’s assigned service provider is absent, Provider will provide a qualified (as defined in section 4 and as determined by District) substitute. The District will not pay for services unless a qualified substitute is provided or Provider provides documentation evidencing the provision of “make-up” services by a qualified service provider.

**10. Record Keeping/Confidentiality.**

**a. Maintenance of Records.** All records will be maintained by Provider as required by state and federal laws and regulations. Notwithstanding the foregoing, Provider will maintain all material records relating to this Contract and to its SES services in the District for at least five (5) years after the termination of this Contract and such records will be available for audit by the District. For purposes of this Contract, “material records” includes, without limitation: pupil records as defined by California Education Code sections 49061(b);

registers and roll books of teachers and/or daily service providers; daily service logs and other documents used to record the provision of services, including SLPs; staff lists specifying credentials held and documents evidencing other staff qualifications, dates of hire and dates of termination; transportation and other related services subcontracts; liability and worker's compensation insurance policies; Supplemental Educational Services agency certifications; statements of income and expenses; and general ledgers and supporting documents.

**b. Pupil Records.** Provider will maintain all pupil records in a secure location to ensure confidentiality and will prevent unauthorized access. Provider will not disclose the identity of any student eligible for, or receiving, SES to any third party, nor will Provider forward any student record to any other person other than the parents or the District, without the written permission of the parents of such student. Provider will maintain a current list of the names and positions of Provider's employees who have access to confidential records. Provider will maintain an access log for each student's record which lists all persons, agencies or organizations requesting or receiving information from the record. Such log will be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation and date/time of access for each individual requesting or receiving information from the student's record. Such log may not record access to the student's records by: (i) the student's parent; (ii) an individual to whom written consent has been executed by the student's parent; or (iii) employees of the District or Provider having a legitimate educational interest in requesting or receiving information from the record. For purposes of this paragraph, "employees of the District or Provider" do not include subcontractors. Provider will grant access to pupil records and comply with all requests for copies of pupil records as required by state and federal laws and regulations.

**c. Delivery of Records to District.** At the conclusion of the performance of this Contract (or upon completion of services to any particular student), Provider will turn over to the District, all pupil records for the District's students to whom Provider has provided services under this Contract. At the conclusion of the performance of this Contract and upon the written request of the District, Provider will return to District all written materials constituting or incorporating any communications or information obtained from the District.

**d. Survival.** Provider's obligations under this Section 9 will survive cancellation, termination or expiration of this Contract.

## **11. Monitoring.**

**a. Access by District.** Provider will notify the District of the location and/or any change in location at which it is providing services to the District's eligible students. Provider will allow access by District to its facilities for periodic monitoring of each District student's instructional program and will be invited to participate in the review of each student's progress. District will have access to observe each District student at work, observe the instructional setting, interview Provider, and review each District student's records and progress. Such access will include unannounced monitoring visits.

**b. Reports.** Provider will provide the District served with an end-of-the-year report summarizing total student progress (aggregate), as well as disaggregated data by gender, ethnicity, grade level, language fluency and number of tutoring sessions provided. This end-of-the-year report will be due the District no later than **June 15, 2016.**

c. **Reviews.** Provider will participate in an annual review process as deemed appropriate by District. This review will address, among other things, programmatic aspects of the Provider, compliance with relevant state and federal regulations, assessments of District students, District student achievement growth, and Contract compliance. Provider will participate in any reviews, including without limitation, self-reviews as required by law.

d. **Program Audits.** Provider understands that the District reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

e. **Financial Audits.** The District will have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Contract. Provider will make available to District all budgetary information including operating budgets submitted by Provider to District for the relevant contract period being audited. Provider will make such evidence and documents available at the office of District or Provider's offices (as specified by District) at all reasonable times and without charge within five days of a written request from District. Provider will, at no cost to District, provide assistance for such examination or audit.

## 12. Compliance with Laws, Regulations and Policies.

a. **General.** During the term of this Contract, unless otherwise agreed, Provider will comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations, including but not limited to applicable health, safety, and civil rights laws. Provider will also comply with all District policies and regulations unless Provider determines, taking into consideration all of the surrounding facts and circumstances, that a policy or a portion thereof does not reasonably apply to Provider. Provider hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with applicable laws, regulations and District policies and will indemnify the District under the provisions of Section 17 of this Contract for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of Provider's noncompliance.

b. **Incident/Accident Reporting.** Provider will submit a written accident report to the District within 24 hours of any accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

c. **Child Abuse Reporting.** Provider hereby agrees that all staff members, including volunteers, are familiar with and agree to child abuse and missing children reporting obligations and procedures under California law, including but not limited to, California Education Code Section 49370 and California Penal Code section 11166, *et seq.* Provider must develop and maintain a written child abuse reporting procedure and provide an annual training to all its employees regarding mandated reporting of child abuse and missing children. Provider agrees that all staff members will abide by such laws in a timely manner.

d. **Discrimination.** Provider will not discriminate on the basis of race, religion, sex, national origin, age, disability or sexual orientation in employment or operation of its program.

**13. Enrollment, Contracting, Attendance Reporting and Billing Procedures.**

**a. Compliance with District Procedures.** Provider will comply with all procedures concerning enrollment, contracting, attendance reporting, and billing as specified by the Educational Services Department.

**b. Hourly Rate.** Provider will specify one hourly rate for SES services to students. Based upon this hourly rate, Provider will specify the maximum number of hours of service to be provided for each District student. If the California Department of Education per-pupil rate for SES increases or decreases for the District, Provider will amend their hourly rate and/or number of hours of service to reflect the change.

**c. Attendance Records.** Provider will maintain separate registers for each District student that describe the services provided. Original attendance forms (i.e., daily service logs and notes) will be completed by the actual service provider whose signature will appear on such forms and will be available for review, inspection, or audit by District during the Term and for a period of five (5) years thereafter. Provider will verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

**d. Invoices.** Prior to invoicing for first payment, but no later than submitting the invoice for first payment, Provider must have submitted the SLP for each student to the District. Payment for services requires the plan. Hours submitted without a plan will not be paid. All other required documents stipulated in this contract must be received by the Office of Curriculum, State and Federal Programs prior to or by first invoicing. Monthly invoices will be itemized by name and address of student, service provided, student attendance verified by parent in writing (initialed and with signature), and amount billed. Parent signature and verification (initials for service dates) are required for invoicing. Such invoices/attendance forms shall be submitted within thirty (30) days of the rendering of services. A copy of the invoice/attendance form to be used shall be provided by the District with this contract, as set forth in Exhibit C. District will not pay invoices/bills received over 30 days after the end of each month.

Provider will receive compensation only for sessions attended by District students and Supplemental Educational Services actually provided to District students. Provider will not receive compensation for District student absences. Total per student expenditures cannot exceed one and a half hours per day, three hours per week, or twelve (12) hours per month. Invoice and related documents will be submitted on a form and in the manner prescribed by District. District will make payment to Provider based on the number of billable days of attendance and hours of service at rates specified in this Contract. Payment will be within forty-five (45) days after District's receipt of invoices prepared and submitted as specified by the Educational Services Department. Provider will correct deficiencies and submit rebilling invoices no later than thirty (30) days after the invoice is returned by District. District will pay properly submitted re-billing invoices not later than forty-five (45) days after the date a completely corrected re-billing invoice is received by District.

Pre-assessment (or initial assessment) hours will not be included in any invoices. A maximum of one-hour for post assessment at the conclusion of tutoring will be permitted for billing.

e. **Final Invoice.** Final invoices must be received by District no later than June 15, 2016. All tutoring must be completed by May 30, 2016

f. **Payments by Other Agencies.** Provider will notify District when any other agency is billed for the costs associated with the provision of Supplemental Educational Services to District students. Upon request, Provider will provide to District any and all documentation regarding reports, billing, or payments by any agency for the costs associated with the provision of Supplemental Educational Services to District students.

14. **Monthly Invoices.** Provider shall submit monthly invoices to the District, itemized by the name/address of the student, service provided and actual number of hours for which services were provided, and amount owed. Invoices shall be submitted within thirty (30) days of the date of service.

**Each month a list of students who have not received services for any reason must be expressly reported to the District. The list of students who have not received services should be provided along with the monthly invoice.**

15. **Payment.** Upon proper monthly invoicing, District agrees to pay Provider for services performed during the term of this Agreement not to exceed \$894.26 per student served. The District shall pay Provider at the maximum rate of \$60.00 per hour (as listed in the CDE approved Provider Application).

15. **Right to Withhold Payment.**

a. **Bases for Withholding.** District may withhold payment to Provider when: (i) Provider has failed to perform, in whole or in part, under the terms of this Contract, or the SLP; (ii) Provider was overpaid by District as determined by inspection, review, or audit of Provider's program, work, or records; (iii) education or related services are provided to District students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (iv) District has not received prior to the end of the Term, all documents concerning one or more District students enrolled in Provider's educational program; or (v) Provider receives payment from another agency or funding source for a service provided to a District student.

b. **Notice and Opportunity to Cure.** If District determines that cause exists to withhold payment to Provider, District shall, within 10 days of this determination, provide to Provider written notice that District is withholding payment. The notice will describe the reasons for the withholding. Such notice will specify the basis or bases for District's withholding payment and the amount to be withheld. Within 14 days from the date of receipt of such notice, Provider will take all necessary and appropriate action to correct the deficiencies that form the basis for District's withholding payment or submit a written request for extension to correct the deficiencies. If the basis for withholding is not cured within the approved time period, payment will be denied.

17. **Incentives.** The Provider will not provide any up-front incentive valued at over \$2.00 per student to parents or students to encourage signing up for Provider's services or to encourage any other student or parent to sign up for Provider's services. Items such as pencils, pens, magnets, etcetera, are acceptable. Food items are not permitted. In any marketing information or other explanation, either verbally and in writing, and in the delivery of services, Provider may not offer to parents or students incentives valued at more than \$3.00 each or



\$30.00 in the aggregate per student as achievement or attendance incentives once the student has signed up for Provider's services. Provider may not offer any incentive or payment of any amount to any District personnel employed by one of the SES eligible schools for helping Provider to recruit parents and students to sign-up for Provider's Supplemental Educational Services.

**18. Recruitment:** Recruiting. The provider shall not recruit on any school or district property. The provider shall not fill in the tutoring application for any family. The provider shall not identify themselves as employed by or working with Oxnard School District or any School. Approved providers will be provided a "Provider Recruitment Application" and allowed a 48 hour opportunity to recruit with said application. No provider shall recruit with any application prior to the 48 hour opportunity with the "Provider Recruitment Application". Any violation of these recruiting terms shall be grounds to be terminated from providing SES in Oxnard School District.

**19. Termination.**

**a. Without Cause.** This Contract may be terminated by the District or the Provider at any time. Provider's exercise of its right to terminate this Contract will not alleviate its responsibilities to complete any existing SLPs. To terminate this Contract, either party will give 20 calendar days written notice prior to the date of termination. Upon termination, without default of Provider, the District will pay, without duplication, for all services satisfactorily performed to the date of termination. In consideration of this payment, Provider waives all rights to any further payment of damage. Under no circumstances will Provider be entitled to anticipatory, lost profits or consequential damages as a result of termination under this section.

**b. For Cause.**

**(i)** The District may, by written notice to the Provider, terminate this Contract in whole or in part at any time because of the failure of the Provider to fulfill its contractual obligations and the District may, in its sole discretion, provide Provider with a reasonable period within which to cure the default. Upon receipt of such notice, the Provider will (A) immediately discontinue all services affected (unless the notice directs otherwise) and (B) deliver to the District all information and material as may have been involved in the provision of services whether provided by the District or generated by the Provider in the performance of this Contract, whether completed or in process (unless the notice directs otherwise). Termination of this Contract will be as of the date of receipt by the Provider of such notice.

**(ii)** If the termination is due to the failure of the Provider to fulfill its contractual obligations, the District may take over the services and complete the services by contract or otherwise. Provider will be liable for the reasonable costs and expenses related to the transfer of District students to another provider.

**(iii)** If, after the notice of termination for failure to fulfill contract obligations, it is determined that the Provider has not so failed, the termination will be deemed to have been effected without cause pursuant to 15(a) above.

(iv) Provider will not be entitled to anticipatory, lost profits or consequential damages as a result of any termination under this section. Payments to the Provider in accordance with this section will constitute the Provider's exclusive remedy for any termination hereunder.

20. **Insurance.** Provider agrees to obtain and maintain in full force and effect during the term of this Contract the insurance policies set forth in **Exhibit A** "Insurance" and made a part of this Contract. 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. Provider agrees to provide District with copies of required policies upon request.

21. **Indemnification.** Provider will indemnify and hold District and its Governing Board members, administrators, employees, agents, volunteers and subcontractors (District Indemnitees) harmless against any and all liability, loss, damage and expense (including reasonable attorneys' fees) arising out of or relating to this Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by an act or omission of Provider, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding District and District Indemnitees). This indemnity will survive the termination of this Contract.

22. **Independent Contractor.** Nothing in this Contract will be construed to imply a joint venture, partnership, employer-employee or principal-agent relationship between the District and Provider. Provider will provide all services under this Contract as an independent contractor, and neither party will have the authority to bind or make any commitment on behalf of the other. Provider is responsible for providing its own salaries, payroll taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind as required by law for its own employees and assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this Contract. Nothing in this Contract will be deemed to create any association, partnership, joint venture or relationship of principal and agent, or employer and employee between the parties or any affiliates of the parties, or between the District and any individual assigned by Provider to perform any services for the District. If the District is held to be a partner, joint venturer, co-principal, employer or co-employer of Provider, Provider will indemnify and hold the District harmless from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the District as a result of that holding.

23. **Subcontracting.** Provider shall not subcontract services. If the Provider is unable to provide approved services, the Provider shall notify the District of the inability to provide services. The District shall work to reassign the students to a provider approved to work with Oxnard School District.

24. **Conflicts of Interest.** Provider will provide to District a copy of its current bylaws and a current list of its Board of Directors, if it is incorporated. Provider covenants that neither it, nor any officer or any member of its Board of Directors has or will acquire any interest, directly or indirectly, that would conflict in any manner with the interests of the District or that would in any way hinder Provider's performance of services under this Contract.

Provider further covenants that in the performance of this Contract, no person having any such interest will be employed by it as an officer, employee, agent or subcontractor without the express written consent of the District.

a. Provider will not conduct or solicit any non-District business while on District property or time.

b. Provider will also take all necessary steps to avoid the appearance of a conflict of interest and will have a duty to disclose to the District prior to entering into this Contract any and all circumstances existing at such time which pose a potential conflict of interest.

c. Bylaws of the District's Governing Board 9270 BB and 9270(BB)E as hereinafter amended or renumber, require that a consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Provider represents that it has received and reviews a copy of these Governing Board bylaws and that it  does  does not qualify as a "designated employee".

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

d. Provider agrees to notify the Educational Services Department, in writing, if Provider believes that it is a "designated employee" and should be filing financial interest disclosures, but has not been required to do so by the District.

e. Should a conflict of interest issue arise, Provider agrees to fully cooperate in any inquiry and to provide the District with all documents or other information reasonably necessary to enable the District to determine whether or not a conflict of interest existed or exists. Failure to comply with the provisions of this section will constitute grounds for immediate termination of this Contract, in addition to whatever other remedies the District may have.

**25. Miscellaneous.**

**a. Press Releases and Marketing.** Provider represents that it will not publish or cause to be disseminated through any press release, public statement or marketing or selling effort any information which is related to this Contract or the services provided hereunder without prior written approval of District

**b. Severability Clause.** If any provision of this Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Contract will be severable and remain in effect.

**c. Notices.** Notices required under this Contract will be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

**For the District:** Anna Thomas, Director  
Oxnard School District  
Office of Curriculum, State and Federal Programs, Division of  
Educational Services  
1051 South "A" Street  
Oxnard School District  
Oxnard, CA 93030

**For Provider:** 1 iPad Gratis LLC  
1976 S. La Cienega Blvd., #193  
Los Angeles, CA 90034

**d. Successors and Assignees.** This Contract binds Provider's successors and assignees.

**e. Governing Law.** The laws of the State of California will govern the terms and conditions of this Contract with venue in Ventura County, California.

**f. Arbitration.** The parties agree to settle any controversy or claim or dispute arising out of or relating to this Contract by arbitration conducted by a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association, in a hearing locale in Ventura County, California. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator must be an active member of the California State Bar or a retired judge of the state or federal judiciary of California. Each party will bear its own costs and expenses associated with the arbitration. The arbitrator's fees and the administrative fees of the arbitration will be shared equally among the parties. Any party who fails or refuses to submit to arbitration will bear all costs and expenses incurred by such other party in compelling arbitration of any controversy, claim, or dispute.

**g. Integration.** This Contract and all attachments and amendments thereto including each SLP, the Provider's approved SES Provider application, a copy of the Provider's annual SES Accountability Report that was submitted to CDE by October 1, 2015, the Provider's SES Program Description and the Educational Services Department's policies and procedures constitute the entire agreement between District and Provider. This Contract supersedes any prior or contemporaneous written or oral understanding or agreement. No amendment to this Contract will be valid unless contained in a writing signed by both parties. Notwithstanding the foregoing sentence, District may modify or amend this Contract without Provider's consent to conform to federal and state laws and regulations.

**1 IPAD GRATIS LLC:**

**OXNARD SCHOOL DISTRICT:**

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

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

\_\_\_\_\_  
*Typed Name & Title of Authorized Representative*

Lisa A. Franz, Director, Purchasing  
*Typed Name and Title*

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

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

## EXHIBIT A

### INSURANCE

I. Insurance Requirements. Provider 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 Provider, 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. Provider 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 one million dollars (\$1,000,000) combined single limit, bodily injury, personal injury and property damage liability per occurrence, in a form acceptable to the District.

(2) Comprehensive general and auto liability insurance with limits of not less than one million dollars (\$1,000,000) per accident for bodily injury and property damage per occurrence. A combined single limit policy with aggregate limits in an amount of not less than two million dollars (\$2,000,000) shall be considered equivalent to the said required minimum limit.

(3) Insurance Coverage shall 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 Provider's profession. This coverage may be written on a "claims made" basis and must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for at least 3 consecutive years following the later of the completion of the Services or the termination of this Agreement.

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

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

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

B. General Liability and Automobile Liability Coverages.

(1) District, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Provider performs; products and completed operations of Provider; premises owned, occupied or used by Provider ; or automobiles owned, leased, hired or borrowed by Provider. 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 Provider's insurance.

(3) Provider'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. Provider 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 Provider 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, Provider shall furnish certificates and endorsements from each subcontractor identical to those Provider 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 Provider 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 Provider's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

**EXHIBIT B**

**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 Provider under the Contract to which this Exhibit B is attached  constitute  do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Provider, **1 iPad Gratis LLC**, who will provide Services under the Contract,  is  is not subject to disclosure obligations.

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

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

Lisa A. Franz  
Director, Purchasing







**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)**

This policy is subject to the following additional Conditions:

- A.** If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B.** If this policy is cancelled by the company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.



Select Customer Insurance Center

3600 WISEMAN BLVD.

SAN ANTONIO TX 78251

Policyholder, please call us at: (866) 467-8730

Agent, please call us at: (866) 467-8730

SERVICE.TX@THEHARTFORD.COM

## **INSURANCE ENDORSEMENT ATTACHED**

**\*\*\* PLEASE REVIEW THE CHANGE \*\*\***

Enclosed is an endorsement for your business insurance policy. Please review it at your convenience. If you have questions or need to make further changes:

Policyholder, please call us at: (866) 467-8730

Agent, please call us at: (866) 467-8730 between 7 A.M. and 7 P.M. CENTRAL TIME .

The premium billing will be mailed to you separately. You can expect to receive it soon.

Thank you for allowing us to service your business needs.

**FOX INSURANCE AGENCY/PHS**

**THE HARTFORD SELECT CUSTOMER INSURANCE CENTER**

The Hartford  
Hartford Fire Insurance Company and its Affiliates  
One Hartford Plaza, Hartford, Connecticut 06155



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **POLICY CHANGE**

This endorsement changes the policy effective on the Inception Date of the policy unless another date is indicated below:

**Policy Number:** 52 SBM NW1402 DX

**Named Insured and Mailing Address;** 1 IPAD GRATIS LLC

1976 S LA CIENEGA BLVD STE 193  
LOS ANGELES CA 90034

**Policy Change Effective Date:** 07/28/15

**Effective hour is the same as stated in the  
Declarations Page of the Policy.**

**Policy Change Number:** 003

**Agent Name:** FOX INSURANCE AGENCY/PHS

**Code:** 709712

### **POLICY CHANGES:**

SENTINEL INSURANCE COMPANY, LIMITED

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING  
STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR BANK  
ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS.

THIS IS NOT A BILL.

NO PREMIUM DUE AS OF POLICY CHANGE EFFECTIVE DATE

FORM NUMBERS OF ENDORSEMENTS REVISED AT ENDORSEMENT ISSUE:

IH12001185 ADDITIONAL INSURED - PERSON-ORGANIZATION

PRO RATA FACTOR: 0.984

THIS ENDORSEMENT DOES NOT CHANGE THE POLICY EXCEPT AS SHOWN.

**Form SS 12 11 04 05 T**

**Process Date:** 07/28/15

**Page** 001

**Policy Effective Date:** 07/21/15

**Policy Expiration Date:** 07/21/16

POLICY NUMBER: 52 SBM NW1402



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

ADDITIONAL INSURED - PERSON-ORGANIZATION

SACRAMENTO UNIFIED SCHOOL DISTRICT  
5735 47TH AVENUE  
SACRAMENTO, CA 95824

SAN MARCOS UNIFIED SCHOOL DISTRICT  
255 PICO AVE STE 250  
SAN MARCOS, CA 92069

RIVERSIDE UNIFIED SCHOOL DISTRICT  
3380 14TH ST  
RIVERSIDE, CA 92501

BAKERSFIELD CITY SCHOOL DISTRICT  
BCSD BOARD OF EDUCATION  
1300 BAKER ST  
BAKERSFIELD, CA 93305

KERN HIGH SCHOOL DISTRICT  
KHSD BOARD OF EDUCATION  
5801 SUNDALE AVE.  
BAKERSFIELD, CA 93309

MUROC JOINT UNIFIED SCHOOL DISTRICT  
17100 FOOT HILL AVE  
EDWARDS CA 93523

HAWTHORNE SCHOOL DISTRICT  
ITS GOVERNING BOARD AND THE INDIVIDUAL MEMBERS, THEREOF AND ALL  
DISTRICT OFFICERS, AGENTS AND EMPLOYEES  
14120 HAWTHORNE BLVD  
HAWTHORNE, CA 90250

POMONA UNIFIED SCHOOL DISTRICT  
800 S GAREY AVE  
POMONA, CA 91766

POLICY NUMBER: 52 SBM NW1402



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

ADDITIONAL INSURED - PERSON-ORGANIZATION

OXNARD SCHOOL DISTRICT  
1051 SOUTH A STREET  
OXNARD CA 93030



**OXNARD SCHOOL DISTRICT**  
**NO CHILD LEFT BEHIND – TITLE I**  
**2015-2016**



**Agreement #15-138**

**SUPPLEMENTAL EDUCATIONAL SERVICES (SES) PROVIDER and**  
**OXNARD SCHOOL DISTRICT (OSD)**

This Supplemental Educational Services (SES) Provider/District Contract (“Contract”) is made by and between the Oxnard School District (“District”) and 1 Online Tutoring LLC (“Provider”).

**1. Purpose.** This Contract is entered into for the purpose of providing supplemental educational services (“SES”) to eligible District students whose parents choose Provider pursuant to pertinent provisions of the federal *No Child Left Behind Act* (20 U.S.C. Section 6301 et seq.). “Eligible students” are those students identified by the District who meet specific income and achievement requirements under Title I. This Contract does not commit the District to pay for SES provided to any District students, or the Provider to provide any such SES, unless and until an authorized representative of the Educational Services Department approves the provision of SES by Provider.

**2. Term.** The term of this Contract begins on December 10, 2015 and ends on May 30, 2016 (“Term”).

**3. Assignment of Students.** Students will be assigned in accordance with student eligibility, based on academic need, and parents’ first choice preference of SES provider. When SES requests for services exceed the funding allocation, students will be assigned in accordance with student eligibility and priority as established by Oxnard School District. A waiting list will be maintained.

**4. Definitions.** For purposes of this Contract, the following terms will have the meaning set forth below:

“Incentive” means any up-front monetary or material gifts valued at more than \$2.00 given to parents or students to encourage them to choose a specific provider to provide Supplemental Educational Services to their child and incentives valued at \$3.00 each or \$30.00 in the aggregate used within a provider’s program to encourage students to reach certain achievement or attendance levels after they have begun to provide services. Incentives may not include any food items. Any incentives distributed at provider fairs must be cleared by the District with an itemized receipt and description of items delivered to the district no later than one (1) day before the provider fair.

“Qualified” means that a person has met federal and state certification, licensing, registration or other comparable requirements (e.g., professional development, coursework completed, etc.) which apply to the area in which he or she is providing Supplemental

Educational Services, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements and adheres to the standards of professional practice established in federal and state law or regulation. Nothing in this definition shall be construed as restricting the activities of a graduate needing direct hours leading to licensure or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university.

“Parent” means the natural parent, adoptive parent, parent surrogate, legal guardian or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction.

“Supplemental Educational Services” means “tutoring and other supplemental academic enrichment services that are in addition to instruction provided during the school day and are of high quality, research-based, and specifically designed to increase the academic achievement of eligible children” on California’s statewide assessments and assist the children in meeting California’s core academic content standards/Common Core State Standards. 20 U.S.C. Section 6316(e)(12)(C).

## **5. Program Description**

**a. General Program of Instruction.** Provider will provide the District with a written summary of its general program of instruction (“SES Program Description”) for inclusion in the materials to be used by the District to inform parents about SES services available to eligible students. The total number of minutes per day provided by Provider will be specified in the SES Program Description and all instruction must be provided outside the normal school day. Provider’s SES Program Description will be approved by the District, attached to and become a part of this Contract prior to enrollment of District students in Provider’s program. Provider will provide the District with a copy of its CDE approved SES application and its annual SES accountability report. Provider will complete all hours of service within three months of student assignment.

**b. Student Learning Plan.** Upon acceptance of a District student, the Provider will submit to the District a Student Learning Plan (“SLP”) as specified by the Educational Services Department for each District student to be served by Provider. The SLP must include: (1) the specific achievement goals for the student, developed in consultation with the student’s parents and the provider; (2) a description of how the student’s progress will be measured and how the student’s parents and teachers will be regularly informed of that progress; (3) a timetable for improving the student’s achievement; and (4) the parent’s signature. Changes in any student’s SLP may only be made with the written consent of the District in consultation with the student’s parents. Provider, the District or the parents may request a review of a student’s SLP at any time. Unless otherwise agreed in writing, through submission of the SLP form, Provider agrees to provide all services specified in the student’s SLP.

### **c. Timeline for Initiation of Services.**

(i) Within one week of receiving the First Batch Assignment of students for tutoring from the District, Provider will acknowledge availability and preparedness to begin providing services to students from the First Batch. Provider’s acknowledgement will include the names of all tutors and certification of their Fingerprint Clearance and TB Test.

(ii) The SLP must be executed within 15 days of receipt of a District student's enrollment, but in no case later than January 29, 2016, unless a different time frame is agreed to by the Provider and the District's Educational Services Department. The District shall reassign students for whom a SLP is not received in accordance with the above noted timeline.

(iii) Provider will submit the first invoice to the District by or before **February 15, 2016**. **Provider may NOT bill for pretest assessment.**

(iv) Provider will have three months from receipt of the First Batch Assignment to complete tutoring. All invoicing for the First Batch Assignment must be submitted no later than **March 21, 2016**.

(v) If tutoring services have not been provided by the due date of the first invoice (**February 15, 2016**) the District shall re-assign students who have not been provided tutoring services.

**d. Provision of Services at No Charge to Parents.** Unless otherwise agreed to in writing between Provider and the District, Provider is responsible for the provision of all appropriate supplies, equipment, assessments, and/or facilities for students served under this Contract, as specified in the SES Program Description and the student's SLP. Provider will make no charge of any kind to parents for Supplemental Educational Services as specified in the student's SLP (including, but not limited to, screenings, District designated and other assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Contract). Online companies will outline the provider's technology support offered to families.

**e. Records of Attendance.** Provider shall maintain daily records of student attendance and services provided, including the name/address of student, the name of Provider's employee who rendered the service, and the tutoring time allocated for the services provided. Provider shall permit access to and/or a copy of such records to the District upon request.

**f. Student Progress Reports.** Provider will provide to parents, each student's home school, and the Educational Services Department two written progress reports/report cards in writing and in a language that parents can understand, pursuant to the requirements specified by the Educational Services Department. A copy of the progress reports/report cards will be maintained at the Provider's place of business and made available upon request of the District or the student's parent(s). The first progress report will be completed after the first half of the Provider's total tutoring hours have been completed and will be provided to parents, each student's home school with an introductory cover sheet, and the Educational Services Department within five business days. The second (End of Service Report) required progress report will be completed after the total service hours have been delivered and prior to the final invoice or March 21, 2016 (whichever comes first).

**g. End of Service Reports.** Provider will provide to parents, each student's home school, and the Educational Services Department, a written End of Service Report before or at the time of final invoicing describing the student's progress or accomplishments upon the termination or completion of the services. The End of the School Year Report will include the following: (1) Pre-Test administered and student score; (2) the student's attendance report; and (3) Post-Test administered and student score. Final invoice will not be paid until the end of service report is received.



**h. Student Change of Enrollment.** If a student changes his/her enrollment to a school outside of the District's service boundaries or school whose students are not eligible for Supplemental Educational Services under the *No Child Left Behind* Act, the District will not be responsible for the costs of services delivered after the student's change of enrollment.

**i. Withdrawal of Students from Program.** Provider will report, by telephone and in writing by email, to the Educational Services Department when a District student is withdrawn by a parent from services. Provider shall provide notice of withdrawal **within 48 hours**.

**j. Parent Access and Complaints.** Provider will provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, and meeting rooms. Provider will comply with any known court orders regarding parental visits and access to students. Provider will maintain and adhere to its own written procedures for responding to parent complaints. Provider will provide documentation of these procedures to the Educational Services Department no later than the date that this Contract is signed.

**k. Services on District Campuses.** Provider will not provide services on the District's public school campuses unless, at its discretion, the District approves such use under specific guidelines to be determined by the District. If Provider is permitted access to public school campuses, Provider will comply with Penal Code Section 627.1 *et. seq.*, and District and school procedures regarding visitors to school campuses. Provider will be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on public school campuses, and may not use the District's supplies, copiers, etc. If Provider's access to a District campus is pursuant to a lease or other document, Provider will comply with all District requirements and policies regarding the leasing of facilities from the District.

**l. General Requirements.** Provider shall have participated in all District coordinated meetings and/or fairs to be eligible to provide services. Additionally, providers shall abide by all criteria set forth in informational meetings and/or fairs in order to provide SES to District students.

**m. Equal Distribution of hours per pupil.** Tutoring will be completed within **three (3) months** of the company receiving assignment of student(s). The Educational Services Department will approve the SLP's and communicate approval via written notice and/or e-mail. The number of hours indicated in the SLP should be evenly distributed over the **three month** period (e.g. all tutoring hours should not be completed in one month's time).

**6. Certification/Approval.** Provider shall be certified or otherwise approved by the California Department of Education ("CDE") as a SES provider. A current copy of Provider's approved application and SES provider certification approval must be provided to the District on or before the date this Contract is executed by Provider. Provider will also provide the District with its most recent SES provider application approved by the California Department of Education (CDE) on or before the date this Contract is executed. This Contract will be null and void if such certification approval expires, or is revoked, rescinded or otherwise nullified during

the Term of this Contract. Provider will provide the District its most recent annual SES Accountability Report on or before October 15, 2015.

**7. Fingerprints/Clearance Requirements.** Provider will comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, California Code of Regulations section 13075(J) including, but not limited to: obtaining clearance from the California Department of Justice (hereinafter referred to as “CDOJ”) and TB clearance for Provider’s employees, and volunteers, and contractors prior to providing service to any District student unless Provider determines that the employees, volunteers, and contractors will have no physical contact with District students. Such CDOJ clearance must include a determination that any such person has not been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the such person’s conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 4423 (i) or (j). In addition, Provider will make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2 with respect to each such person. Provider will certify in writing to District that Provider has at all times complied with this Section of the Contract. Clearance certification must be submitted to the Educational Services Department prior to program implementation. Provider must submit clearance information to the Office of Curriculum, State and Federal Programs with each monthly invoice and note personnel changes that effect the provision of SES.

**8. Staff Qualifications.** Provider will ensure that all individuals employed, contracted, or otherwise hired by Provider to provide instruction or related services are qualified in the area in which the individuals are providing such instruction or services. Provider will comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision. Provider will deliver designated instruction and services utilizing personnel who possess a license issued by an appropriate licensing agency authorizing the licensee to provide the specific service, or possess a credential authorizing the service or are otherwise qualified to provide the service. Before the start of service, Provider will submit to District a staff list, and all current licenses, credentials, permits or other documents (e.g., proof of professional development or coursework completed, etc.) which entitle the holder to provide SES. Provider will provide to District updated information regarding the status of licenses, credentials, permits or other relevant documents each month during the Term.

**9. Staff Absence.** If Provider’s assigned service provider is absent, Provider will provide a qualified (as defined in section 4 and as determined by District) substitute. The District will not pay for services unless a qualified substitute is provided or Provider provides documentation evidencing the provision of “make-up” services by a qualified service provider.

**10. Record Keeping/Confidentiality.**

**a. Maintenance of Records.** All records will be maintained by Provider as required by state and federal laws and regulations. Notwithstanding the foregoing, Provider will maintain all material records relating to this Contract and to its SES services in the District for at least five (5) years after the termination of this Contract and such records will be available for audit by the District. For purposes of this Contract, “material records” includes, without limitation: pupil records as defined by California Education Code sections 49061(b);

registers and roll books of teachers and/or daily service providers; daily service logs and other documents used to record the provision of services, including SLPs; staff lists specifying credentials held and documents evidencing other staff qualifications, dates of hire and dates of termination; transportation and other related services subcontracts; liability and worker's compensation insurance policies; Supplemental Educational Services agency certifications; statements of income and expenses; and general ledgers and supporting documents.

**b. Pupil Records.** Provider will maintain all pupil records in a secure location to ensure confidentiality and will prevent unauthorized access. Provider will not disclose the identity of any student eligible for, or receiving, SES to any third party, nor will Provider forward any student record to any other person other than the parents or the District, without the written permission of the parents of such student. Provider will maintain a current list of the names and positions of Provider's employees who have access to confidential records. Provider will maintain an access log for each student's record which lists all persons, agencies or organizations requesting or receiving information from the record. Such log will be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation and date/time of access for each individual requesting or receiving information from the student's record. Such log may not record access to the student's records by: (i) the student's parent; (ii) an individual to whom written consent has been executed by the student's parent; or (iii) employees of the District or Provider having a legitimate educational interest in requesting or receiving information from the record. For purposes of this paragraph, "employees of the District or Provider" do not include subcontractors. Provider will grant access to pupil records and comply with all requests for copies of pupil records as required by state and federal laws and regulations.

**c. Delivery of Records to District.** At the conclusion of the performance of this Contract (or upon completion of services to any particular student), Provider will turn over to the District, all pupil records for the District's students to whom Provider has provided services under this Contract. At the conclusion of the performance of this Contract and upon the written request of the District, Provider will return to District all written materials constituting or incorporating any communications or information obtained from the District.

**d. Survival.** Provider's obligations under this Section 9 will survive cancellation, termination or expiration of this Contract.

## **11. Monitoring.**

**a. Access by District.** Provider will notify the District of the location and/or any change in location at which it is providing services to the District's eligible students. Provider will allow access by District to its facilities for periodic monitoring of each District student's instructional program and will be invited to participate in the review of each student's progress. District will have access to observe each District student at work, observe the instructional setting, interview Provider, and review each District student's records and progress. Such access will include unannounced monitoring visits.

**b. Reports.** Provider will provide the District served with an end-of-the-year report summarizing total student progress (aggregate), as well as disaggregated data by gender, ethnicity, grade level, language fluency and number of tutoring sessions provided. This end-of-the-year report will be due the District no later than **June 15, 2016.**

c. **Reviews.** Provider will participate in an annual review process as deemed appropriate by District. This review will address, among other things, programmatic aspects of the Provider, compliance with relevant state and federal regulations, assessments of District students, District student achievement growth, and Contract compliance. Provider will participate in any reviews, including without limitation, self-reviews as required by law.

d. **Program Audits.** Provider understands that the District reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

e. **Financial Audits.** The District will have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Contract. Provider will make available to District all budgetary information including operating budgets submitted by Provider to District for the relevant contract period being audited. Provider will make such evidence and documents available at the office of District or Provider's offices (as specified by District) at all reasonable times and without charge within five days of a written request from District. Provider will, at no cost to District, provide assistance for such examination or audit.

## 12. Compliance with Laws, Regulations and Policies.

a. **General.** During the term of this Contract, unless otherwise agreed, Provider will comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations, including but not limited to applicable health, safety, and civil rights laws. Provider will also comply with all District policies and regulations unless Provider determines, taking into consideration all of the surrounding facts and circumstances, that a policy or a portion thereof does not reasonably apply to Provider. Provider hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with applicable laws, regulations and District policies and will indemnify the District under the provisions of Section 17 of this Contract for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of Provider's noncompliance.

b. **Incident/Accident Reporting.** Provider will submit a written accident report to the District within 24 hours of any accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

c. **Child Abuse Reporting.** Provider hereby agrees that all staff members, including volunteers, are familiar with and agree to child abuse and missing children reporting obligations and procedures under California law, including but not limited to, California Education Code Section 49370 and California Penal Code section 11166, *et seq.* Provider must develop and maintain a written child abuse reporting procedure and provide an annual training to all its employees regarding mandated reporting of child abuse and missing children. Provider agrees that all staff members will abide by such laws in a timely manner.

d. **Discrimination.** Provider will not discriminate on the basis of race, religion, sex, national origin, age, disability or sexual orientation in employment or operation of its program.

**13. Enrollment, Contracting, Attendance Reporting and Billing Procedures.**

**a. Compliance with District Procedures.** Provider will comply with all procedures concerning enrollment, contracting, attendance reporting, and billing as specified by the Educational Services Department.

**b. Hourly Rate.** Provider will specify one hourly rate for SES services to students. Based upon this hourly rate, Provider will specify the maximum number of hours of service to be provided for each District student. If the California Department of Education per-pupil rate for SES increases or decreases for the District, Provider will amend their hourly rate and/or number of hours of service to reflect the change.

**c. Attendance Records.** Provider will maintain separate registers for each District student that describe the services provided. Original attendance forms (i.e., daily service logs and notes) will be completed by the actual service provider whose signature will appear on such forms and will be available for review, inspection, or audit by District during the Term and for a period of five (5) years thereafter. Provider will verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

**d. Invoices.** Prior to invoicing for first payment, but no later than submitting the invoice for first payment, Provider must have submitted the SLP for each student to the District. Payment for services requires the plan. Hours submitted without a plan will not be paid. All other required documents stipulated in this contract must be received by the Office of Curriculum, State and Federal Programs prior to or by first invoicing. Monthly invoices will be itemized by name and address of student, service provided, student attendance verified by parent in writing (initialed and with signature), and amount billed. Parent signature and verification (initials for service dates) are required for invoicing. Such invoices/attendance forms shall be submitted within thirty (30) days of the rendering of services. A copy of the invoice/attendance form to be used shall be provided by the District with this contract, as set forth in Exhibit C. District will not pay invoices/bills received over 30 days after the end of each month.

Provider will receive compensation only for sessions attended by District students and Supplemental Educational Services actually provided to District students. Provider will not receive compensation for District student absences. Total per student expenditures cannot exceed one and a half hours per day, three hours per week, or twelve (12) hours per month. Invoice and related documents will be submitted on a form and in the manner prescribed by District. District will make payment to Provider based on the number of billable days of attendance and hours of service at rates specified in this Contract. Payment will be within forty-five (45) days after District's receipt of invoices prepared and submitted as specified by the Educational Services Department. Provider will correct deficiencies and submit rebilling invoices no later than thirty (30) days after the invoice is returned by District. District will pay properly submitted re-billing invoices not later than forty-five (45) days after the date a completely corrected re-billing invoice is received by District.

Pre-assessment (or initial assessment) hours will not be included in any invoices. A maximum of one-hour for post assessment at the conclusion of tutoring will be permitted for billing.

e. **Final Invoice.** Final invoices must be received by District no later than June 15, 2016. All tutoring must be completed by May 30, 2016

f. **Payments by Other Agencies.** Provider will notify District when any other agency is billed for the costs associated with the provision of Supplemental Educational Services to District students. Upon request, Provider will provide to District any and all documentation regarding reports, billing, or payments by any agency for the costs associated with the provision of Supplemental Educational Services to District students.

14. **Monthly Invoices.** Provider shall submit monthly invoices to the District, itemized by the name/address of the student, service provided and actual number of hours for which services were provided, and amount owed. Invoices shall be submitted within thirty (30) days of the date of service.

**Each month a list of students who have not received services for any reason must be expressly reported to the District. The list of students who have not received services should be provided along with the monthly invoice.**

15. **Payment.** Upon proper monthly invoicing, District agrees to pay Provider for services performed during the term of this Agreement not to exceed \$894.26 per student served. The District shall pay Provider at the maximum rate of \$55.00 per hour (as listed in the CDE approved Provider Application).

15. **Right to Withhold Payment.**

a. **Bases for Withholding.** District may withhold payment to Provider when: (i) Provider has failed to perform, in whole or in part, under the terms of this Contract, or the SLP; (ii) Provider was overpaid by District as determined by inspection, review, or audit of Provider's program, work, or records; (iii) education or related services are provided to District students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (iv) District has not received prior to the end of the Term, all documents concerning one or more District students enrolled in Provider's educational program; or (v) Provider receives payment from another agency or funding source for a service provided to a District student.

b. **Notice and Opportunity to Cure.** If District determines that cause exists to withhold payment to Provider, District shall, within 10 days of this determination, provide to Provider written notice that District is withholding payment. The notice will describe the reasons for the withholding. Such notice will specify the basis or bases for District's withholding payment and the amount to be withheld. Within 14 days from the date of receipt of such notice, Provider will take all necessary and appropriate action to correct the deficiencies that form the basis for District's withholding payment or submit a written request for extension to correct the deficiencies. If the basis for withholding is not cured within the approved time period, payment will be denied.

17. **Incentives.** The Provider will not provide any up-front incentive valued at over \$2.00 per student to parents or students to encourage signing up for Provider's services or to encourage any other student or parent to sign up for Provider's services. Items such as pencils, pens, magnets, etcetera, are acceptable. Food items are not permitted. In any marketing information or other explanation, either verbally and in writing, and in the delivery of services, Provider may not offer to parents or students incentives valued at more than \$3.00 each or

\$30.00 in the aggregate per student as achievement or attendance incentives once the student has signed up for Provider's services. Provider may not offer any incentive or payment of any amount to any District personnel employed by one of the SES eligible schools for helping Provider to recruit parents and students to sign-up for Provider's Supplemental Educational Services.

**18. Recruitment:** Recruiting. The provider shall not recruit on any school or district property. The provider shall not fill in the tutoring application for any family. The provider shall not identify themselves as employed by or working with Oxnard School District or any School. Approved providers will be provided a "Provider Recruitment Application" and allowed a 48 hour opportunity to recruit with said application. No provider shall recruit with any application prior to the 48 hour opportunity with the "Provider Recruitment Application". Any violation of these recruiting terms shall be grounds to be terminated from providing SES in Oxnard School District.

**19. Termination.**

**a. Without Cause.** This Contract may be terminated by the District or the Provider at any time. Provider's exercise of its right to terminate this Contract will not alleviate its responsibilities to complete any existing SLPs. To terminate this Contract, either party will give 20 calendar days written notice prior to the date of termination. Upon termination, without default of Provider, the District will pay, without duplication, for all services satisfactorily performed to the date of termination. In consideration of this payment, Provider waives all rights to any further payment of damage. Under no circumstances will Provider be entitled to anticipatory, lost profits or consequential damages as a result of termination under this section.

**b. For Cause.**

**(i)** The District may, by written notice to the Provider, terminate this Contract in whole or in part at any time because of the failure of the Provider to fulfill its contractual obligations and the District may, in its sole discretion, provide Provider with a reasonable period within which to cure the default. Upon receipt of such notice, the Provider will (A) immediately discontinue all services affected (unless the notice directs otherwise) and (B) deliver to the District all information and material as may have been involved in the provision of services whether provided by the District or generated by the Provider in the performance of this Contract, whether completed or in process (unless the notice directs otherwise). Termination of this Contract will be as of the date of receipt by the Provider of such notice.

**(ii)** If the termination is due to the failure of the Provider to fulfill its contractual obligations, the District may take over the services and complete the services by contract or otherwise. Provider will be liable for the reasonable costs and expenses related to the transfer of District students to another provider.

**(iii)** If, after the notice of termination for failure to fulfill contract obligations, it is determined that the Provider has not so failed, the termination will be deemed to have been effected without cause pursuant to 15(a) above.

(iv) Provider will not be entitled to anticipatory, lost profits or consequential damages as a result of any termination under this section. Payments to the Provider in accordance with this section will constitute the Provider's exclusive remedy for any termination hereunder.

20. **Insurance.** Provider agrees to obtain and maintain in full force and effect during the term of this Contract the insurance policies set forth in **Exhibit A** "Insurance" and made a part of this Contract. 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. Provider agrees to provide District with copies of required policies upon request.

21. **Indemnification.** Provider will indemnify and hold District and its Governing Board members, administrators, employees, agents, volunteers and subcontractors (District Indemnitees) harmless against any and all liability, loss, damage and expense (including reasonable attorneys' fees) arising out of or relating to this Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by an act or omission of Provider, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding District and District Indemnitees). This indemnity will survive the termination of this Contract.

22. **Independent Contractor.** Nothing in this Contract will be construed to imply a joint venture, partnership, employer-employee or principal-agent relationship between the District and Provider. Provider will provide all services under this Contract as an independent contractor, and neither party will have the authority to bind or make any commitment on behalf of the other. Provider is responsible for providing its own salaries, payroll taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind as required by law for its own employees and assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this Contract. Nothing in this Contract will be deemed to create any association, partnership, joint venture or relationship of principal and agent, or employer and employee between the parties or any affiliates of the parties, or between the District and any individual assigned by Provider to perform any services for the District. If the District is held to be a partner, joint venturer, co-principal, employer or co-employer of Provider, Provider will indemnify and hold the District harmless from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the District as a result of that holding.

23. **Subcontracting.** Provider shall not subcontract services. If the Provider is unable to provide approved services, the Provider shall notify the District of the inability to provide services. The District shall work to reassign the students to a provider approved to work with Oxnard School District.

24. **Conflicts of Interest.** Provider will provide to District a copy of its current bylaws and a current list of its Board of Directors, if it is incorporated. Provider covenants that neither it, nor any officer or any member of its Board of Directors has or will acquire any interest, directly or indirectly, that would conflict in any manner with the interests of the District or that would in any way hinder Provider's performance of services under this Contract.



Provider further covenants that in the performance of this Contract, no person having any such interest will be employed by it as an officer, employee, agent or subcontractor without the express written consent of the District.

a. Provider will not conduct or solicit any non-District business while on District property or time.

b. Provider will also take all necessary steps to avoid the appearance of a conflict of interest and will have a duty to disclose to the District prior to entering into this Contract any and all circumstances existing at such time which pose a potential conflict of interest.

c. Bylaws of the District's Governing Board 9270 BB and 9270(BB)E as hereinafter amended or renumber, require that a consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Provider represents that it has received and reviews a copy of these Governing Board bylaws and that it  does  does not qualify as a "designated employee".

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

d. Provider agrees to notify the Educational Services Department, in writing, if Provider believes that it is a "designated employee" and should be filing financial interest disclosures, but has not been required to do so by the District.

e. Should a conflict of interest issue arise, Provider agrees to fully cooperate in any inquiry and to provide the District with all documents or other information reasonably necessary to enable the District to determine whether or not a conflict of interest existed or exists. Failure to comply with the provisions of this section will constitute grounds for immediate termination of this Contract, in addition to whatever other remedies the District may have.

**25. Miscellaneous.**

**a. Press Releases and Marketing.** Provider represents that it will not publish or cause to be disseminated through any press release, public statement or marketing or selling effort any information which is related to this Contract or the services provided hereunder without prior written approval of District

**b. Severability Clause.** If any provision of this Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Contract will be severable and remain in effect.

**c. Notices.** Notices required under this Contract will be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

**For the District:** Anna Thomas, Director  
Oxnard School District  
Office of Curriculum, State and Federal Programs, Division of  
Educational Services  
1051 South "A" Street  
Oxnard School District  
Oxnard, CA 93030

**For Provider:** 1 Online Tutoring LLC  
11693 San Vicente Blvd., #211  
Los Angeles, CA 90049

**d. Successors and Assignees.** This Contract binds Provider's successors and assignees.

**e. Governing Law.** The laws of the State of California will govern the terms and conditions of this Contract with venue in Ventura County, California.

**f. Arbitration.** The parties agree to settle any controversy or claim or dispute arising out of or relating to this Contract by arbitration conducted by a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association, in a hearing locale in Ventura County, California. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator must be an active member of the California State Bar or a retired judge of the state or federal judiciary of California. Each party will bear its own costs and expenses associated with the arbitration. The arbitrator's fees and the administrative fees of the arbitration will be shared equally among the parties. Any party who fails or refuses to submit to arbitration will bear all costs and expenses incurred by such other party in compelling arbitration of any controversy, claim, or dispute.

**g. Integration.** This Contract and all attachments and amendments thereto including each SLP, the Provider's approved SES Provider application, a copy of the Provider's annual SES Accountability Report that was submitted to CDE by October 1, 2015, the Provider's SES Program Description and the Educational Services Department's policies and procedures constitute the entire agreement between District and Provider. This Contract supersedes any prior or contemporaneous written or oral understanding or agreement. No amendment to this Contract will be valid unless contained in a writing signed by both parties. Notwithstanding the foregoing sentence, District may modify or amend this Contract without Provider's consent to conform to federal and state laws and regulations.

**1 ONLINE TUTORING LLC:**

**OXNARD SCHOOL DISTRICT:**

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

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

\_\_\_\_\_  
*Typed Name & Title of Authorized Representative*

Lisa A. Franz, Director, Purchasing  
*Typed Name and Title*

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

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

## EXHIBIT A

### INSURANCE

I. Insurance Requirements. Provider 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 Provider, 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. Provider 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 one million dollars (\$1,000,000) combined single limit, bodily injury, personal injury and property damage liability per occurrence, in a form acceptable to the District.

(2) Comprehensive general and auto liability insurance with limits of not less than one million dollars (\$1,000,000) per accident for bodily injury and property damage per occurrence. A combined single limit policy with aggregate limits in an amount of not less than two million dollars (\$2,000,000) shall be considered equivalent to the said required minimum limit.

(3) Insurance Coverage shall 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 Provider's profession. This coverage may be written on a "claims made" basis and must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for at least 3 consecutive years following the later of the completion of the Services or the termination of this Agreement.

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

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

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

B. General Liability and Automobile Liability Coverages.

(1) District, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Provider performs; products and completed operations of Provider; premises owned, occupied or used by Provider ; or automobiles owned, leased, hired or borrowed by Provider. 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 Provider's insurance.

(3) Provider'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. Provider 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 Provider 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, Provider shall furnish certificates and endorsements from each subcontractor identical to those Provider 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 Provider 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 Provider's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

**EXHIBIT B**

**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 Provider under the Contract to which this Exhibit B is attached  constitute  do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Provider, **1 Online Tutoring LLC**, who will provide Services under the Contract,  is  is not subject to disclosure obligations.

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

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

Lisa A. Franz  
Director, Purchasing





**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)**

This policy is subject to the following additional Conditions:

- A.** If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B.** If this policy is cancelled by the company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **POLICY CHANGE**

This endorsement changes the policy effective on the Inception Date of the policy unless another date is indicated below:

**Policy Number:** 52 SBM PT8309 DX

**Named Insured and Mailing Address:** 1 ONLINE TUTORING LLC

11693 SAN VICENTE BLVD # 211  
LOS ANGELES CA 90049

**Policy Change Effective Date:** 11/25/14

**Effective hour is the same as stated in the  
Declarations Page of the Policy.**

**Policy Change Number:** 005

**Agent Name:** FOX INSURANCE AGENCY/PHS  
**Code:** 709712

### **POLICY CHANGES:**

SENTINEL INSURANCE COMPANY, LIMITED

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING  
STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR BANK  
ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS.  
THIS IS NOT A BILL.

NO PREMIUM DUE AS OF POLICY CHANGE EFFECTIVE DATE

**NAMED INSURED IS CHANGED TO READ:** 1 ONLINE TUTORING LLC

**MAILING ADDRESS IS CHANGED TO READ:** 11693 SAN VICENTE BLVD # 211  
LOS ANGELES, LOS ANGELES  
CA. 90049

**PRO RATA FACTOR:** 0.880

THIS ENDORSEMENT DOES NOT CHANGE THE POLICY EXCEPT AS SHOWN.

**Form SS 12 11 04 05 T**  
**Process Date:** 07/21/15

**Page** 001

**Policy Effective Date:** 08/11/14  
**Policy Expiration Date:** 08/11/15



POLICY NUMBER: 52 SBM PT8309



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

ADDITIONAL INSURED - PERSON-ORGANIZATION

LOC 001 BLDG 001  
SOUTHERN CALIFORNIA SCHOOLS RISK MANAGEMENT JPA  
1950 SOUTH SUNWEST LANE, SUITE 100  
SAN BERNARDINO, CA 92408

LINDSAY UNIFIED SCHOOL DISTRICT, ITS OFFICERS, AGENTS, EMPLOYEES AND  
VOLUNTEERS, INDIVIDUALLY AND COLLECTIVELY  
371 E HERMOSA  
LINDSAY, CA 93247  
LOC 001 BLDG 001

POMONA UNIFIED SCHOOL DISTRICT  
800 S.GAREY AVENUE  
POMONA, CA ,91766  
LOC 001 BLDG 001

MANTECA UNIFIED SCHOOL DISTRICT  
2271 WEST LOUSIE AVENUE,  
MANTECA, CA 95337  
LOC 001 BLDG 001

CENTINELA VALLEY UNION HIGH SCHOOL DISTRICT  
14901 SOUTH INGLEWOOD AVENUE,  
LAWNDALE, CA 90260  
LOC 001 BLDG 001

RIALTO UNIFIED SCHOOL DISTRICT  
182 EAST WALNUT AVENUE  
RIALTO, CA 92376

OXNARD SCHOOL DISTRICT  
1051 SOUTH A STREET  
OXN AND CA 93030

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)  
**1 Online Tutoring LLC**

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:  
 Individual/sole proprietor     C Corporation     S Corporation     Partnership     Trust/estate  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  
 Other (see instructions) ▶ \_\_\_\_\_

Exemptions (see instructions):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_

Address (number, street, and apt. or suite no.)  
**11693 San Vicente Blvd # 211**

City, state, and ZIP code  
**Los Angeles, CA 90049**

List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								
			-					

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number										
4	6		-	5	4	2	0	6	2	0

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here**    Signature of U.S. person ▶ *Simon A.*

Date ▶ 04/16/2015

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and  
 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



**OXNARD SCHOOL DISTRICT**  
**NO CHILD LEFT BEHIND – TITLE I**  
**2015-2016**



**Agreement #15-139**

**SUPPLEMENTAL EDUCATIONAL SERVICES (SES) PROVIDER and**  
**OXNARD SCHOOL DISTRICT (OSD)**

This Supplemental Educational Services (SES) Provider/District Contract (“Contract”) is made by and between the Oxnard School District (“District”) and 1 to 1 Study Buddy Tutoring Inc. (“Provider”).

**1. Purpose.** This Contract is entered into for the purpose of providing supplemental educational services (“SES”) to eligible District students whose parents choose Provider pursuant to pertinent provisions of the federal *No Child Left Behind Act* (20 U.S.C. Section 6301 et seq.). “Eligible students” are those students identified by the District who meet specific income and achievement requirements under Title I. This Contract does not commit the District to pay for SES provided to any District students, or the Provider to provide any such SES, unless and until an authorized representative of the Educational Services Department approves the provision of SES by Provider.

**2. Term.** The term of this Contract begins on December 10, 2015 and ends on May 30, 2016 (“Term”).

**3. Assignment of Students.** Students will be assigned in accordance with student eligibility, based on academic need, and parents’ first choice preference of SES provider. When SES requests for services exceed the funding allocation, students will be assigned in accordance with student eligibility and priority as established by Oxnard School District. A waiting list will be maintained.

**4. Definitions.** For purposes of this Contract, the following terms will have the meaning set forth below:

“Incentive” means any up-front monetary or material gifts valued at more than \$2.00 given to parents or students to encourage them to choose a specific provider to provide Supplemental Educational Services to their child and incentives valued at \$3.00 each or \$30.00 in the aggregate used within a provider’s program to encourage students to reach certain achievement or attendance levels after they have begun to provide services. Incentives may not include any food items. Any incentives distributed at provider fairs must be cleared by the District with an itemized receipt and description of items delivered to the district no later than one (1) day before the provider fair.

“Qualified” means that a person has met federal and state certification, licensing, registration or other comparable requirements (e.g., professional development, coursework completed, etc.) which apply to the area in which he or she is providing Supplemental

Educational Services, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements and adheres to the standards of professional practice established in federal and state law or regulation. Nothing in this definition shall be construed as restricting the activities of a graduate needing direct hours leading to licensure or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university.

“Parent” means the natural parent, adoptive parent, parent surrogate, legal guardian or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction.

“Supplemental Educational Services” means “tutoring and other supplemental academic enrichment services that are in addition to instruction provided during the school day and are of high quality, research-based, and specifically designed to increase the academic achievement of eligible children” on California’s statewide assessments and assist the children in meeting California’s core academic content standards/Common Core State Standards. 20 U.S.C. Section 6316(e)(12)(C).

## **5. Program Description**

**a. General Program of Instruction.** Provider will provide the District with a written summary of its general program of instruction (“SES Program Description”) for inclusion in the materials to be used by the District to inform parents about SES services available to eligible students. The total number of minutes per day provided by Provider will be specified in the SES Program Description and all instruction must be provided outside the normal school day. Provider’s SES Program Description will be approved by the District, attached to and become a part of this Contract prior to enrollment of District students in Provider’s program. Provider will provide the District with a copy of its CDE approved SES application and its annual SES accountability report. Provider will complete all hours of service within three months of student assignment.

**b. Student Learning Plan.** Upon acceptance of a District student, the Provider will submit to the District a Student Learning Plan (“SLP”) as specified by the Educational Services Department for each District student to be served by Provider. The SLP must include: (1) the specific achievement goals for the student, developed in consultation with the student’s parents and the provider; (2) a description of how the student’s progress will be measured and how the student’s parents and teachers will be regularly informed of that progress; (3) a timetable for improving the student’s achievement; and (4) the parent’s signature. Changes in any student’s SLP may only be made with the written consent of the District in consultation with the student’s parents. Provider, the District or the parents may request a review of a student’s SLP at any time. Unless otherwise agreed in writing, through submission of the SLP form, Provider agrees to provide all services specified in the student’s SLP.

### **c. Timeline for Initiation of Services.**

(i) Within one week of receiving the First Batch Assignment of students for tutoring from the District, Provider will acknowledge availability and preparedness to begin providing services to students from the First Batch. Provider’s acknowledgement will include the names of all tutors and certification of their Fingerprint Clearance and TB Test.

(ii) The SLP must be executed within 15 days of receipt of a District student's enrollment, but in no case later than January 29, 2016, unless a different time frame is agreed to by the Provider and the District's Educational Services Department. The District shall reassign students for whom a SLP is not received in accordance with the above noted timeline.

(iii) Provider will submit the first invoice to the District by or before **February 15, 2016**. **Provider may NOT bill for pretest assessment.**

(iv) Provider will have three months from receipt of the First Batch Assignment to complete tutoring. All invoicing for the First Batch Assignment must be submitted no later than **March 21, 2016**.

(v) If tutoring services have not been provided by the due date of the first invoice (**February 15, 2016**) the District shall re-assign students who have not been provided tutoring services.

**d. Provision of Services at No Charge to Parents.** Unless otherwise agreed to in writing between Provider and the District, Provider is responsible for the provision of all appropriate supplies, equipment, assessments, and/or facilities for students served under this Contract, as specified in the SES Program Description and the student's SLP. Provider will make no charge of any kind to parents for Supplemental Educational Services as specified in the student's SLP (including, but not limited to, screenings, District designated and other assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Contract). Online companies will outline the provider's technology support offered to families.

**e. Records of Attendance.** Provider shall maintain daily records of student attendance and services provided, including the name/address of student, the name of Provider's employee who rendered the service, and the tutoring time allocated for the services provided. Provider shall permit access to and/or a copy of such records to the District upon request.

**f. Student Progress Reports.** Provider will provide to parents, each student's home school, and the Educational Services Department two written progress reports/report cards in writing and in a language that parents can understand, pursuant to the requirements specified by the Educational Services Department. A copy of the progress reports/report cards will be maintained at the Provider's place of business and made available upon request of the District or the student's parent(s). The first progress report will be completed after the first half of the Provider's total tutoring hours have been completed and will be provided to parents, each student's home school with an introductory cover sheet, and the Educational Services Department within five business days. The second (End of Service Report) required progress report will be completed after the total service hours have been delivered and prior to the final invoice or March 21, 2016 (whichever comes first).

**g. End of Service Reports.** Provider will provide to parents, each student's home school, and the Educational Services Department, a written End of Service Report before or at the time of final invoicing describing the student's progress or accomplishments upon the termination or completion of the services. The End of the School Year Report will include the following: (1) Pre-Test administered and student score; (2) the student's attendance report; and (3) Post-Test administered and student score. Final invoice will not be paid until the end of service report is received.

**h. Student Change of Enrollment.** If a student changes his/her enrollment to a school outside of the District's service boundaries or school whose students are not eligible for Supplemental Educational Services under the *No Child Left Behind* Act, the District will not be responsible for the costs of services delivered after the student's change of enrollment.

**i. Withdrawal of Students from Program.** Provider will report, by telephone and in writing by email, to the Educational Services Department when a District student is withdrawn by a parent from services. Provider shall provide notice of withdrawal **within 48 hours**.

**j. Parent Access and Complaints.** Provider will provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, and meeting rooms. Provider will comply with any known court orders regarding parental visits and access to students. Provider will maintain and adhere to its own written procedures for responding to parent complaints. Provider will provide documentation of these procedures to the Educational Services Department no later than the date that this Contract is signed.

**k. Services on District Campuses.** Provider will not provide services on the District's public school campuses unless, at its discretion, the District approves such use under specific guidelines to be determined by the District. If Provider is permitted access to public school campuses, Provider will comply with Penal Code Section 627.1 *et. seq.*, and District and school procedures regarding visitors to school campuses. Provider will be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on public school campuses, and may not use the District's supplies, copiers, etc. If Provider's access to a District campus is pursuant to a lease or other document, Provider will comply with all District requirements and policies regarding the leasing of facilities from the District.

**l. General Requirements.** Provider shall have participated in all District coordinated meetings and/or fairs to be eligible to provide services. Additionally, providers shall abide by all criteria set forth in informational meetings and/or fairs in order to provide SES to District students.

**m. Equal Distribution of hours per pupil.** Tutoring will be completed within **three (3) months** of the company receiving assignment of student(s). The Educational Services Department will approve the SLP's and communicate approval via written notice and/or e-mail. The number of hours indicated in the SLP should be evenly distributed over the **three month** period (e.g. all tutoring hours should not be completed in one month's time).

**6. Certification/Approval.** Provider shall be certified or otherwise approved by the California Department of Education ("CDE") as a SES provider. A current copy of Provider's approved application and SES provider certification approval must be provided to the District on or before the date this Contract is executed by Provider. Provider will also provide the District with its most recent SES provider application approved by the California Department of Education (CDE) on or before the date this Contract is executed. This Contract will be null and void if such certification approval expires, or is revoked, rescinded or otherwise nullified during

the Term of this Contract. Provider will provide the District its most recent annual SES Accountability Report on or before October 15, 2015.

**7. Fingerprints/Clearance Requirements.** Provider will comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, California Code of Regulations section 13075(J) including, but not limited to: obtaining clearance from the California Department of Justice (hereinafter referred to as “CDOJ”) and TB clearance for Provider’s employees, and volunteers, and contractors prior to providing service to any District student unless Provider determines that the employees, volunteers, and contractors will have no physical contact with District students. Such CDOJ clearance must include a determination that any such person has not been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the such person’s conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 4423 (i) or (j). In addition, Provider will make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2 with respect to each such person. Provider will certify in writing to District that Provider has at all times complied with this Section of the Contract. Clearance certification must be submitted to the Educational Services Department prior to program implementation. Provider must submit clearance information to the Office of Curriculum, State and Federal Programs with each monthly invoice and note personnel changes that effect the provision of SES.

**8. Staff Qualifications.** Provider will ensure that all individuals employed, contracted, or otherwise hired by Provider to provide instruction or related services are qualified in the area in which the individuals are providing such instruction or services. Provider will comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision. Provider will deliver designated instruction and services utilizing personnel who possess a license issued by an appropriate licensing agency authorizing the licensee to provide the specific service, or possess a credential authorizing the service or are otherwise qualified to provide the service. Before the start of service, Provider will submit to District a staff list, and all current licenses, credentials, permits or other documents (e.g., proof of professional development or coursework completed, etc.) which entitle the holder to provide SES. Provider will provide to District updated information regarding the status of licenses, credentials, permits or other relevant documents each month during the Term.

**9. Staff Absence.** If Provider’s assigned service provider is absent, Provider will provide a qualified (as defined in section 4 and as determined by District) substitute. The District will not pay for services unless a qualified substitute is provided or Provider provides documentation evidencing the provision of “make-up” services by a qualified service provider.

**10. Record Keeping/Confidentiality.**

**a. Maintenance of Records.** All records will be maintained by Provider as required by state and federal laws and regulations. Notwithstanding the foregoing, Provider will maintain all material records relating to this Contract and to its SES services in the District for at least five (5) years after the termination of this Contract and such records will be available for audit by the District. For purposes of this Contract, “material records” includes, without limitation: pupil records as defined by California Education Code sections 49061(b);

registers and roll books of teachers and/or daily service providers; daily service logs and other documents used to record the provision of services, including SLPs; staff lists specifying credentials held and documents evidencing other staff qualifications, dates of hire and dates of termination; transportation and other related services subcontracts; liability and worker's compensation insurance policies; Supplemental Educational Services agency certifications; statements of income and expenses; and general ledgers and supporting documents.

**b. Pupil Records.** Provider will maintain all pupil records in a secure location to ensure confidentiality and will prevent unauthorized access. Provider will not disclose the identity of any student eligible for, or receiving, SES to any third party, nor will Provider forward any student record to any other person other than the parents or the District, without the written permission of the parents of such student. Provider will maintain a current list of the names and positions of Provider's employees who have access to confidential records. Provider will maintain an access log for each student's record which lists all persons, agencies or organizations requesting or receiving information from the record. Such log will be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation and date/time of access for each individual requesting or receiving information from the student's record. Such log may not record access to the student's records by: (i) the student's parent; (ii) an individual to whom written consent has been executed by the student's parent; or (iii) employees of the District or Provider having a legitimate educational interest in requesting or receiving information from the record. For purposes of this paragraph, "employees of the District or Provider" do not include subcontractors. Provider will grant access to pupil records and comply with all requests for copies of pupil records as required by state and federal laws and regulations.

**c. Delivery of Records to District.** At the conclusion of the performance of this Contract (or upon completion of services to any particular student), Provider will turn over to the District, all pupil records for the District's students to whom Provider has provided services under this Contract. At the conclusion of the performance of this Contract and upon the written request of the District, Provider will return to District all written materials constituting or incorporating any communications or information obtained from the District.

**d. Survival.** Provider's obligations under this Section 9 will survive cancellation, termination or expiration of this Contract.

## **11. Monitoring.**

**a. Access by District.** Provider will notify the District of the location and/or any change in location at which it is providing services to the District's eligible students. Provider will allow access by District to its facilities for periodic monitoring of each District student's instructional program and will be invited to participate in the review of each student's progress. District will have access to observe each District student at work, observe the instructional setting, interview Provider, and review each District student's records and progress. Such access will include unannounced monitoring visits.

**b. Reports.** Provider will provide the District served with an end-of-the-year report summarizing total student progress (aggregate), as well as disaggregated data by gender, ethnicity, grade level, language fluency and number of tutoring sessions provided. This end-of-the-year report will be due the District no later than **June 15, 2016.**



c. **Reviews.** Provider will participate in an annual review process as deemed appropriate by District. This review will address, among other things, programmatic aspects of the Provider, compliance with relevant state and federal regulations, assessments of District students, District student achievement growth, and Contract compliance. Provider will participate in any reviews, including without limitation, self-reviews as required by law.

d. **Program Audits.** Provider understands that the District reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

e. **Financial Audits.** The District will have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Contract. Provider will make available to District all budgetary information including operating budgets submitted by Provider to District for the relevant contract period being audited. Provider will make such evidence and documents available at the office of District or Provider's offices (as specified by District) at all reasonable times and without charge within five days of a written request from District. Provider will, at no cost to District, provide assistance for such examination or audit.

## 12. Compliance with Laws, Regulations and Policies.

a. **General.** During the term of this Contract, unless otherwise agreed, Provider will comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations, including but not limited to applicable health, safety, and civil rights laws. Provider will also comply with all District policies and regulations unless Provider determines, taking into consideration all of the surrounding facts and circumstances, that a policy or a portion thereof does not reasonably apply to Provider. Provider hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with applicable laws, regulations and District policies and will indemnify the District under the provisions of Section 17 of this Contract for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of Provider's noncompliance.

b. **Incident/Accident Reporting.** Provider will submit a written accident report to the District within 24 hours of any accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

c. **Child Abuse Reporting.** Provider hereby agrees that all staff members, including volunteers, are familiar with and agree to child abuse and missing children reporting obligations and procedures under California law, including but not limited to, California Education Code Section 49370 and California Penal Code section 11166, *et seq.* Provider must develop and maintain a written child abuse reporting procedure and provide an annual training to all its employees regarding mandated reporting of child abuse and missing children. Provider agrees that all staff members will abide by such laws in a timely manner.

d. **Discrimination.** Provider will not discriminate on the basis of race, religion, sex, national origin, age, disability or sexual orientation in employment or operation of its program.

**13. Enrollment, Contracting, Attendance Reporting and Billing Procedures.**

**a. Compliance with District Procedures.** Provider will comply with all procedures concerning enrollment, contracting, attendance reporting, and billing as specified by the Educational Services Department.

**b. Hourly Rate.** Provider will specify one hourly rate for SES services to students. Based upon this hourly rate, Provider will specify the maximum number of hours of service to be provided for each District student. If the California Department of Education per-pupil rate for SES increases or decreases for the District, Provider will amend their hourly rate and/or number of hours of service to reflect the change.

**c. Attendance Records.** Provider will maintain separate registers for each District student that describe the services provided. Original attendance forms (i.e., daily service logs and notes) will be completed by the actual service provider whose signature will appear on such forms and will be available for review, inspection, or audit by District during the Term and for a period of five (5) years thereafter. Provider will verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

**d. Invoices.** Prior to invoicing for first payment, but no later than submitting the invoice for first payment, Provider must have submitted the SLP for each student to the District. Payment for services requires the plan. Hours submitted without a plan will not be paid. All other required documents stipulated in this contract must be received by the Office of Curriculum, State and Federal Programs prior to or by first invoicing. Monthly invoices will be itemized by name and address of student, service provided, student attendance verified by parent in writing (initialed and with signature), and amount billed. Parent signature and verification (initials for service dates) are required for invoicing. Such invoices/attendance forms shall be submitted within thirty (30) days of the rendering of services. A copy of the invoice/attendance form to be used shall be provided by the District with this contract, as set forth in Exhibit C. District will not pay invoices/bills received over 30 days after the end of each month.

Provider will receive compensation only for sessions attended by District students and Supplemental Educational Services actually provided to District students. Provider will not receive compensation for District student absences. Total per student expenditures cannot exceed one and a half hours per day, three hours per week, or twelve (12) hours per month. Invoice and related documents will be submitted on a form and in the manner prescribed by District. District will make payment to Provider based on the number of billable days of attendance and hours of service at rates specified in this Contract. Payment will be within forty-five (45) days after District's receipt of invoices prepared and submitted as specified by the Educational Services Department. Provider will correct deficiencies and submit rebilling invoices no later than thirty (30) days after the invoice is returned by District. District will pay properly submitted re-billing invoices not later than forty-five (45) days after the date a completely corrected re-billing invoice is received by District.

Pre-assessment (or initial assessment) hours will not be included in any invoices. A maximum of one-hour for post assessment at the conclusion of tutoring will be permitted for billing.

e. **Final Invoice.** Final invoices must be received by District no later than June 15, 2016. All tutoring must be completed by May 30, 2016

f. **Payments by Other Agencies.** Provider will notify District when any other agency is billed for the costs associated with the provision of Supplemental Educational Services to District students. Upon request, Provider will provide to District any and all documentation regarding reports, billing, or payments by any agency for the costs associated with the provision of Supplemental Educational Services to District students.

14. **Monthly Invoices.** Provider shall submit monthly invoices to the District, itemized by the name/address of the student, service provided and actual number of hours for which services were provided, and amount owed. Invoices shall be submitted within thirty (30) days of the date of service.

**Each month a list of students who have not received services for any reason must be expressly reported to the District. The list of students who have not received services should be provided along with the monthly invoice.**

15. **Payment.** Upon proper monthly invoicing, District agrees to pay Provider for services performed during the term of this Agreement not to exceed \$894.26 per student served. The District shall pay Provider at the maximum rate of \$80.00 per hour (as listed in the CDE approved Provider Application).

15. **Right to Withhold Payment.**

a. **Bases for Withholding.** District may withhold payment to Provider when: (i) Provider has failed to perform, in whole or in part, under the terms of this Contract, or the SLP; (ii) Provider was overpaid by District as determined by inspection, review, or audit of Provider's program, work, or records; (iii) education or related services are provided to District students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (iv) District has not received prior to the end of the Term, all documents concerning one or more District students enrolled in Provider's educational program; or (v) Provider receives payment from another agency or funding source for a service provided to a District student.

b. **Notice and Opportunity to Cure.** If District determines that cause exists to withhold payment to Provider, District shall, within 10 days of this determination, provide to Provider written notice that District is withholding payment. The notice will describe the reasons for the withholding. Such notice will specify the basis or bases for District's withholding payment and the amount to be withheld. Within 14 days from the date of receipt of such notice, Provider will take all necessary and appropriate action to correct the deficiencies that form the basis for District's withholding payment or submit a written request for extension to correct the deficiencies. If the basis for withholding is not cured within the approved time period, payment will be denied.

17. **Incentives.** The Provider will not provide any up-front incentive valued at over \$2.00 per student to parents or students to encourage signing up for Provider's services or to encourage any other student or parent to sign up for Provider's services. Items such as pencils, pens, magnets, etcetera, are acceptable. Food items are not permitted. In any marketing information or other explanation, either verbally and in writing, and in the delivery of services, Provider may not offer to parents or students incentives valued at more than \$3.00 each or

\$30.00 in the aggregate per student as achievement or attendance incentives once the student has signed up for Provider's services. Provider may not offer any incentive or payment of any amount to any District personnel employed by one of the SES eligible schools for helping Provider to recruit parents and students to sign-up for Provider's Supplemental Educational Services.

**18. Recruitment:** Recruiting. The provider shall not recruit on any school or district property. The provider shall not fill in the tutoring application for any family. The provider shall not identify themselves as employed by or working with Oxnard School District or any School. Approved providers will be provided a "Provider Recruitment Application" and allowed a 48 hour opportunity to recruit with said application. No provider shall recruit with any application prior to the 48 hour opportunity with the "Provider Recruitment Application". Any violation of these recruiting terms shall be grounds to be terminated from providing SES in Oxnard School District.

**19. Termination.**

**a. Without Cause.** This Contract may be terminated by the District or the Provider at any time. Provider's exercise of its right to terminate this Contract will not alleviate its responsibilities to complete any existing SLPs. To terminate this Contract, either party will give 20 calendar days written notice prior to the date of termination. Upon termination, without default of Provider, the District will pay, without duplication, for all services satisfactorily performed to the date of termination. In consideration of this payment, Provider waives all rights to any further payment of damage. Under no circumstances will Provider be entitled to anticipatory, lost profits or consequential damages as a result of termination under this section.

**b. For Cause.**

**(i)** The District may, by written notice to the Provider, terminate this Contract in whole or in part at any time because of the failure of the Provider to fulfill its contractual obligations and the District may, in its sole discretion, provide Provider with a reasonable period within which to cure the default. Upon receipt of such notice, the Provider will (A) immediately discontinue all services affected (unless the notice directs otherwise) and (B) deliver to the District all information and material as may have been involved in the provision of services whether provided by the District or generated by the Provider in the performance of this Contract, whether completed or in process (unless the notice directs otherwise). Termination of this Contract will be as of the date of receipt by the Provider of such notice.

**(ii)** If the termination is due to the failure of the Provider to fulfill its contractual obligations, the District may take over the services and complete the services by contract or otherwise. Provider will be liable for the reasonable costs and expenses related to the transfer of District students to another provider.

**(iii)** If, after the notice of termination for failure to fulfill contract obligations, it is determined that the Provider has not so failed, the termination will be deemed to have been effected without cause pursuant to 15(a) above.

(iv) Provider will not be entitled to anticipatory, lost profits or consequential damages as a result of any termination under this section. Payments to the Provider in accordance with this section will constitute the Provider's exclusive remedy for any termination hereunder.

20. **Insurance.** Provider agrees to obtain and maintain in full force and effect during the term of this Contract the insurance policies set forth in **Exhibit A** "Insurance" and made a part of this Contract. 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. Provider agrees to provide District with copies of required policies upon request.

21. **Indemnification.** Provider will indemnify and hold District and its Governing Board members, administrators, employees, agents, volunteers and subcontractors (District Indemnitees) harmless against any and all liability, loss, damage and expense (including reasonable attorneys' fees) arising out of or relating to this Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by an act or omission of Provider, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding District and District Indemnitees). This indemnity will survive the termination of this Contract.

22. **Independent Contractor.** Nothing in this Contract will be construed to imply a joint venture, partnership, employer-employee or principal-agent relationship between the District and Provider. Provider will provide all services under this Contract as an independent contractor, and neither party will have the authority to bind or make any commitment on behalf of the other. Provider is responsible for providing its own salaries, payroll taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind as required by law for its own employees and assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this Contract. Nothing in this Contract will be deemed to create any association, partnership, joint venture or relationship of principal and agent, or employer and employee between the parties or any affiliates of the parties, or between the District and any individual assigned by Provider to perform any services for the District. If the District is held to be a partner, joint venturer, co-principal, employer or co-employer of Provider, Provider will indemnify and hold the District harmless from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the District as a result of that holding.

23. **Subcontracting.** Provider shall not subcontract services. If the Provider is unable to provide approved services, the Provider shall notify the District of the inability to provide services. The District shall work to reassign the students to a provider approved to work with Oxnard School District.

24. **Conflicts of Interest.** Provider will provide to District a copy of its current bylaws and a current list of its Board of Directors, if it is incorporated. Provider covenants that neither it, nor any officer or any member of its Board of Directors has or will acquire any interest, directly or indirectly, that would conflict in any manner with the interests of the District or that would in any way hinder Provider's performance of services under this Contract.

Provider further covenants that in the performance of this Contract, no person having any such interest will be employed by it as an officer, employee, agent or subcontractor without the express written consent of the District.

a. Provider will not conduct or solicit any non-District business while on District property or time.

b. Provider will also take all necessary steps to avoid the appearance of a conflict of interest and will have a duty to disclose to the District prior to entering into this Contract any and all circumstances existing at such time which pose a potential conflict of interest.

c. Bylaws of the District's Governing Board 9270 BB and 9270(BB)E as hereinafter amended or renumber, require that a consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Provider represents that it has received and reviews a copy of these Governing Board bylaws and that it  does  does not qualify as a "designated employee".

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

d. Provider agrees to notify the Educational Services Department, in writing, if Provider believes that it is a "designated employee" and should be filing financial interest disclosures, but has not been required to do so by the District.

e. Should a conflict of interest issue arise, Provider agrees to fully cooperate in any inquiry and to provide the District with all documents or other information reasonably necessary to enable the District to determine whether or not a conflict of interest existed or exists. Failure to comply with the provisions of this section will constitute grounds for immediate termination of this Contract, in addition to whatever other remedies the District may have.

**25. Miscellaneous.**

**a. Press Releases and Marketing.** Provider represents that it will not publish or cause to be disseminated through any press release, public statement or marketing or selling effort any information which is related to this Contract or the services provided hereunder without prior written approval of District

**b. Severability Clause.** If any provision of this Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Contract will be severable and remain in effect.

**c. Notices.** Notices required under this Contract will be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

**For the District:** Anna Thomas, Director  
Oxnard School District  
Office of Curriculum, State and Federal Programs, Division of  
Educational Services  
1051 South "A" Street  
Oxnard School District  
Oxnard, CA 93030

**For Provider:** 1 to 1 Study Buddy Tutoring Inc.  
357 N. Sheridan Street, #133  
Corona, CA 92880

**d. Successors and Assignees.** This Contract binds Provider's successors and assignees.

**e. Governing Law.** The laws of the State of California will govern the terms and conditions of this Contract with venue in Ventura County, California.

**f. Arbitration.** The parties agree to settle any controversy or claim or dispute arising out of or relating to this Contract by arbitration conducted by a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association, in a hearing locale in Ventura County, California. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator must be an active member of the California State Bar or a retired judge of the state or federal judiciary of California. Each party will bear its own costs and expenses associated with the arbitration. The arbitrator's fees and the administrative fees of the arbitration will be shared equally among the parties. Any party who fails or refuses to submit to arbitration will bear all costs and expenses incurred by such other party in compelling arbitration of any controversy, claim, or dispute.

**g. Integration.** This Contract and all attachments and amendments thereto including each SLP, the Provider's approved SES Provider application, a copy of the Provider's annual SES Accountability Report that was submitted to CDE by October 1, 2015, the Provider's SES Program Description and the Educational Services Department's policies and procedures constitute the entire agreement between District and Provider. This Contract supersedes any prior or contemporaneous written or oral understanding or agreement. No amendment to this Contract will be valid unless contained in a writing signed by both parties. Notwithstanding the foregoing sentence, District may modify or amend this Contract without Provider's consent to conform to federal and state laws and regulations.

**1 TO 1 STUDY BUDDY TUTORING INC.:**

**OXNARD SCHOOL DISTRICT:**

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

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

\_\_\_\_\_  
*Typed Name & Title of Authorized Representative*

Lisa A. Franz, Director, Purchasing  
*Typed Name and Title*

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

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

## EXHIBIT A

### INSURANCE

I. Insurance Requirements. Provider 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 Provider, 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. Provider 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 one million dollars (\$1,000,000) combined single limit, bodily injury, personal injury and property damage liability per occurrence, in a form acceptable to the District.

(2) Comprehensive general and auto liability insurance with limits of not less than one million dollars (\$1,000,000) per accident for bodily injury and property damage per occurrence. A combined single limit policy with aggregate limits in an amount of not less than two million dollars (\$2,000,000) shall be considered equivalent to the said required minimum limit.

(3) Insurance Coverage shall 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 Provider's profession. This coverage may be written on a "claims made" basis and must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for at least 3 consecutive years following the later of the completion of the Services or the termination of this Agreement.

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



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

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

B. General Liability and Automobile Liability Coverages.

(1) District, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Provider performs; products and completed operations of Provider; premises owned, occupied or used by Provider ; or automobiles owned, leased, hired or borrowed by Provider. 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 Provider's insurance.

(3) Provider'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. Provider 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 Provider 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, Provider shall furnish certificates and endorsements from each subcontractor identical to those Provider 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 Provider 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 Provider's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

**EXHIBIT B**

**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 Provider under the Contract to which this Exhibit B is attached  constitute  do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Provider, **1 to 1 Study Buddy Tutoring Inc.**, who will provide Services under the Contract,  is  is not subject to disclosure obligations.

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

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

Lisa A. Franz  
Director, Purchasing



Policy Number:

Date Entered: 09/15/2015

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/15/2015

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 <b>JOANNE LINDSEY INSURANCE SERVICES</b> CMIS, Inc. 26893 BOUQUET CANYON ROAD, SUITE C197 SANTA CLARITA, CA 91350	CONTACT NAME:		
	PHONE (A/C, No, Ext):	(800) 244-9202	FAX (A/C, No): (661) 297-1437
	E-MAIL ADDRESS:	lindseyinsbrkr@socal.rr.com	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED 1 TO 1 STUDY BUDDY TUTORING, INC. DUANE FJELSTAD 357 N. SHERIDAN, UNIT 133 CORONA, CA 92880	INSURER A:	AMERICAN GUARANTEE AND LIAB. INS. CO	26247
	INSURER B:	HARTFORD CASUALTY INSURANCE COMPANY	22357
	INSURER C:	AMERICAN GUARANTEE AND LIAB. INS. CO	26247
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		CPO 981605400	6/1/2015	6/1/2016	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
								\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>		CPO 981605400	6/1/2015	6/1/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input checked="" type="checkbox"/>		AUC 0172617-00	6/1/2015	6/1/2016	EACH OCCURRENCE	\$ 4,000,000
							AGGREGATE	\$ 4,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	57WECVK7513	06/01/2015	6/1/2016	<input checked="" type="checkbox"/> PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY	<input checked="" type="checkbox"/>		ELL 981605500	06/01/2015	06/01/2016	\$1,000,000	\$3,000,000
A	<input checked="" type="checkbox"/> ABUSE/MOLESTATION	<input checked="" type="checkbox"/>		ELL 981605500	06/01/2015	06/01/2016	\$1,000,000	\$1,000,000
A	<input checked="" type="checkbox"/> CRIME COVERAGE	<input checked="" type="checkbox"/>		CPO 981605400	06/01/2015	06/01/2016	\$100,000	\$5,000 DED

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

CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED. (PLEASE SEE ATTACHED)

30 Days Notice for cancellation, non-renewal or major coverage change.  
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER TO THE LEFT. The Excess/Umbrella policy extends the primary General Liability, Automobile Liability, Professional Liability and Molestation Liability to meet your districts requirements under the Master contract to: \$2M/\$5M.

CERTIFICATE HOLDER OXNARD SCHOOL DISTRICT 1051 SOUTH "A" STREET OXNARD, CA 93030	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  JoAnne Lindsey

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**This endorsement, effective: 6/1/2015**  
**Forms a part of policy No: CPO 981605400**  
**Issued to: 1 TO 1 STUDY BUDDY TUTORING, INC.**

**THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY**

**ADDITIONAL INSURED**

This endorsement modifies insurance provide under the following:

**COMMERICAL GENERAL LIABILITY AND  
PROFESSIONAL LAIBILITY POLICY**

In consideration of an additional premium (included) it is hereby agreed that the following is included as an Additional Insured as respect Coverage A and B but only as respects liability arising out of your work for the Additional Insured by or for you.

Additional Insured:

**OXNARD SCHOOL DISTRICT ITS OFFICERS, AGENTS, DIRECTORS, EMPLOYEES, AND /OR  
VOLUNTEERS  
1051 SOUTH "A" STREET  
OXNARD, CA 93030**

This does not apply to bodily injury or property damage arising out of the sole negligence or willful misconduct or, or for defect in design furnished by, the Additional Insured.

As respect the coverage afforded the Additional Insured, this insurance is primary and non-contributory and our obligations are not affected by any other insurance carried by such Additional insured whether primary, excess, contingent, or on any other basis.

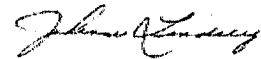
This endorsement does not increase the Company' limits of liability as specified in the Declaration of this policy.

**SEXUAL AND/OR PHYSICAL ABUSE LIMIT INCLUDED**

**\$1,000,000 PER OCCURRENCE, COMBINED SINGLE LIMIT**

**\$2,000,000 AGGREGATE LIMIT**

Additional Premium \$\_Incl.\_\_\_\_\_.



9/17/2015

Authorized Representative Date

JoAnne Lindsey

or countersignature (in state where applicable)

All other terms, conditions and exclusions shall remain the same.

90997 (04/06) C12791

Policy Number: CPO 981605400

Automobile Liability

**1 TO 1 STUDY BUDDY TUTORING, INC.**

**THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY**

**ADDITIONAL INSURED—OWNERS, LESSEES OR CONTRACTORS  
(WITH OPTIONAL COVERAGE PROVISIONS)**

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL AUTOMOBILE LIABILITY COVERAGE PART

**SCHEDULE**

**NAME OF PERSON OR ORGANIZATION:**

**OXNARD SCHOOL DISTRICT ITS OFFICERS, AGENTS, DIRECTORS, EMPLOYEES, AND  
/OR VOLUNTEERS  
1051 SOUTH "A" STREET  
OXNARD, CA 93030**

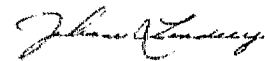
(If no entry appears above, information require to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

Who is insured (Section II) is amended to included as an insured the person or organization shown in the schedule, but only to the extent the additional insured is held liable for the Named Insured's negligent acts or omissions arising from occurrence directly caused by and while in the course of the Named Insured's ongoing operations performed for that additional insured.

Optional Coverage Provisions applicable to the above. The selected option(s) is designated by a mark in the box on the left of the option.

- OPTION A. The insurance provided by the endorsement shall be primary, but only in the event of the Named Insured's sole negligence.
- X- OPTION B. The insurance provided by this endorsement shall be primary and noncontributory, but only in the event of the Named Insured's sole negligence.
- X- OPTION C. The insurance provided by this endorsement is amended to include any person or organization that the named Insured has agreed and/or is required by contract to name as an additional insured, per schedule on file with Company.

Additional Premium \$ Incl. \_\_\_\_\_.



\_\_\_\_\_  
Authorized Representative      9/17/2015  
JoAnne Lindsey                      Date

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**Hartford Casualty Insurance Company**  
**Workers Compensation and Employers Liability Insurance Policy**

**Waiver of Our Right to Recover from Others Endorsement – California**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the schedule.

The additional premium for this endorsement shall be determined by multiplying the California workers' compensation premium due on such remuneration by the factor.

**Schedule**

Person or organization

Job Description

**OXNARD SCHOOL DISTRICT ITS OFFICERS, AGENTS, DIRECTORS, EMPLOYEES, AND  
/OR VOLUNTEERS  
1051 SOUTH "A" STREET  
OXNARD, CA 93030**

**TUTORING AGENCY**

**This Endorsement is subject to a minimum premium charge of: \$150.00**

Nothing in this endorsement shall vary, alter, waive or extend any of the terms, conditions, or limitations of this policy other than as stated above. Nothing elsewhere in this policy shall be held to vary, alter, waive or limit the terms, conditions, agreements or limitations of this endorsement.

This Endorsement when attached to Policy Number: 57WECDX968

Issued to: **1 TO 1 STUDY BUDDY TUTORING, INC.**

Shall be valid and shall form part of the referenced policy. The effective date of this endorsement is: 6/1/2015

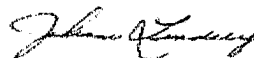
Endorsement No: 01

Date Issued: 06/01/2015

Producer Name: **JoAnne Lindsey Insurance Services, Inc.**

Agency Name: **JoAnne Lindsey Insurance Services**

Additional Premium \$ \_Incl. \_\_\_\_\_.



\_\_\_\_\_  
Authorized Representative      Date  
JoAnne Lindsey                      9/17/2015

Policy Number: CPO 981605400

General Liability

**1 TO 1 STUDY BUDDY TUTORING, INC.**

**THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY**

**ADDITIONAL INSUED—OWNERS, LESSEES OR CONTRACTORS  
(WITH OPTIONAL COVERAGE PROVISIONS)**

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**NAME OF PERSON OR ORGANIZATION:**

**OXNARD SCHOOL DISTRICT ITS OFFICERS, AGENTS, DIRECTORS, EMPLOYEES, AND  
/OR VOLUNTEERS  
1051 SOUTH "A" STREET  
OXNARD, CA 93030**

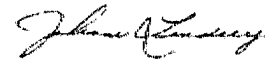
(If no entry appears above, information require to complete this endorsement will be shown in the  
Declarations as applicable to this endorsement)

Who is insured (Section II) is amended to included as an insured the person or organization shown in the  
schedule, but only to the extent the additional insured is held liable for the Named Insured's negligent acts  
or omissions arising from occurrence directly caused by and while in the course of the Named Insured's  
ongoing operations performed for that additional insured.

Optional Coverage Provisions applicable to the above. The selected option(s) is designated by a mark in  
the box on the left of the option.

- OPTION A. The insurance provided by the endorsement shall be primary, but only in the event of the Named  
X Insured's sole negligence.
- OPTION B. The insurance provided by this endorsement shall be primary and noncontributory, but only in the  
the event of the Named Insured's sole negligence.
- X- OPTION C. The insurance provided by this endorsement is amended to include any person or organization that  
the named Insured has agreed and/or is required by contract to name as an additional insured, per  
schedule on file with Company.

Additional Premium \$ \_Incl. \_\_\_\_\_.



\_\_\_\_\_  
Authorized Representative      9/17/2015  
JoAnne Lindsey                      Date

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**OXNARD SCHOOL DISTRICT**  
**NO CHILD LEFT BEHIND – TITLE I**  
**2015-2016**



**Agreement #15-140**

**SUPPLEMENTAL EDUCATIONAL SERVICES (SES) PROVIDER and**  
**OXNARD SCHOOL DISTRICT (OSD)**

This Supplemental Educational Services (SES) Provider/District Contract (“Contract”) is made by and between the Oxnard School District (“District”) and 123 Success/Ventura County Office of Education (“Provider”).

**1. Purpose.** This Contract is entered into for the purpose of providing supplemental educational services (“SES”) to eligible District students whose parents choose Provider pursuant to pertinent provisions of the federal *No Child Left Behind Act* (20 U.S.C. Section 6301 et seq.). “Eligible students” are those students identified by the District who meet specific income and achievement requirements under Title I. This Contract does not commit the District to pay for SES provided to any District students, or the Provider to provide any such SES, unless and until an authorized representative of the Educational Services Department approves the provision of SES by Provider.

**2. Term.** The term of this Contract begins on December 10, 2015 and ends on May 30, 2016 (“Term”).

**3. Assignment of Students.** Students will be assigned in accordance with student eligibility, based on academic need, and parents’ first choice preference of SES provider. When SES requests for services exceed the funding allocation, students will be assigned in accordance with student eligibility and priority as established by Oxnard School District. A waiting list will be maintained.

**4. Definitions.** For purposes of this Contract, the following terms will have the meaning set forth below:

“Incentive” means any up-front monetary or material gifts valued at more than \$2.00 given to parents or students to encourage them to choose a specific provider to provide Supplemental Educational Services to their child and incentives valued at \$3.00 each or \$30.00 in the aggregate used within a provider’s program to encourage students to reach certain achievement or attendance levels after they have begun to provide services. Incentives may not include any food items. Any incentives distributed at provider fairs must be cleared by the District with an itemized receipt and description of items delivered to the district no later than one (1) day before the provider fair.

“Qualified” means that a person has met federal and state certification, licensing, registration or other comparable requirements (e.g., professional development, coursework completed, etc.) which apply to the area in which he or she is providing Supplemental



Educational Services, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements and adheres to the standards of professional practice established in federal and state law or regulation. Nothing in this definition shall be construed as restricting the activities of a graduate needing direct hours leading to licensure or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university.

“Parent” means the natural parent, adoptive parent, parent surrogate, legal guardian or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction.

“Supplemental Educational Services” means “tutoring and other supplemental academic enrichment services that are in addition to instruction provided during the school day and are of high quality, research-based, and specifically designed to increase the academic achievement of eligible children” on California’s statewide assessments and assist the children in meeting California’s core academic content standards/Common Core State Standards. 20 U.S.C. Section 6316(e)(12)(C).

## **5. Program Description**

**a. General Program of Instruction.** Provider will provide the District with a written summary of its general program of instruction (“SES Program Description”) for inclusion in the materials to be used by the District to inform parents about SES services available to eligible students. The total number of minutes per day provided by Provider will be specified in the SES Program Description and all instruction must be provided outside the normal school day. Provider’s SES Program Description will be approved by the District, attached to and become a part of this Contract prior to enrollment of District students in Provider’s program. Provider will provide the District with a copy of its CDE approved SES application and its annual SES accountability report. Provider will complete all hours of service within three months of student assignment.

**b. Student Learning Plan.** Upon acceptance of a District student, the Provider will submit to the District a Student Learning Plan (“SLP”) as specified by the Educational Services Department for each District student to be served by Provider. The SLP must include: (1) the specific achievement goals for the student, developed in consultation with the student’s parents and the provider; (2) a description of how the student’s progress will be measured and how the student’s parents and teachers will be regularly informed of that progress; (3) a timetable for improving the student’s achievement; and (4) the parent’s signature. Changes in any student’s SLP may only be made with the written consent of the District in consultation with the student’s parents. Provider, the District or the parents may request a review of a student’s SLP at any time. Unless otherwise agreed in writing, through submission of the SLP form, Provider agrees to provide all services specified in the student’s SLP.

### **c. Timeline for Initiation of Services.**

(i) Within one week of receiving the First Batch Assignment of students for tutoring from the District, Provider will acknowledge availability and preparedness to begin providing services to students from the First Batch. Provider’s acknowledgement will include the names of all tutors and certification of their Fingerprint Clearance and TB Test.

(ii) The SLP must be executed within 15 days of receipt of a District student's enrollment, but in no case later than January 29, 2016, unless a different time frame is agreed to by the Provider and the District's Educational Services Department. The District shall reassign students for whom a SLP is not received in accordance with the above noted timeline.

(iii) Provider will submit the first invoice to the District by or before **February 15, 2016**. **Provider may NOT bill for pretest assessment.**

(iv) Provider will have three months from receipt of the First Batch Assignment to complete tutoring. All invoicing for the First Batch Assignment must be submitted no later than **March 21, 2016**.

(v) If tutoring services have not been provided by the due date of the first invoice (**February 15, 2016**) the District shall re-assign students who have not been provided tutoring services.

**d. Provision of Services at No Charge to Parents.** Unless otherwise agreed to in writing between Provider and the District, Provider is responsible for the provision of all appropriate supplies, equipment, assessments, and/or facilities for students served under this Contract, as specified in the SES Program Description and the student's SLP. Provider will make no charge of any kind to parents for Supplemental Educational Services as specified in the student's SLP (including, but not limited to, screenings, District designated and other assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Contract). Online companies will outline the provider's technology support offered to families.

**e. Records of Attendance.** Provider shall maintain daily records of student attendance and services provided, including the name/address of student, the name of Provider's employee who rendered the service, and the tutoring time allocated for the services provided. Provider shall permit access to and/or a copy of such records to the District upon request.

**f. Student Progress Reports.** Provider will provide to parents, each student's home school, and the Educational Services Department two written progress reports/report cards in writing and in a language that parents can understand, pursuant to the requirements specified by the Educational Services Department. A copy of the progress reports/report cards will be maintained at the Provider's place of business and made available upon request of the District or the student's parent(s). The first progress report will be completed after the first half of the Provider's total tutoring hours have been completed and will be provided to parents, each student's home school with an introductory cover sheet, and the Educational Services Department within five business days. The second (End of Service Report) required progress report will be completed after the total service hours have been delivered and prior to the final invoice or March 21, 2016 (whichever comes first).

**g. End of Service Reports.** Provider will provide to parents, each student's home school, and the Educational Services Department, a written End of Service Report before or at the time of final invoicing describing the student's progress or accomplishments upon the termination or completion of the services. The End of the School Year Report will include the following: (1) Pre-Test administered and student score; (2) the student's attendance report; and (3) Post-Test administered and student score. Final invoice will not be paid until the end of service report is received.

**h. Student Change of Enrollment.** If a student changes his/her enrollment to a school outside of the District's service boundaries or school whose students are not eligible for Supplemental Educational Services under the *No Child Left Behind* Act, the District will not be responsible for the costs of services delivered after the student's change of enrollment.

**i. Withdrawal of Students from Program.** Provider will report, by telephone and in writing by email, to the Educational Services Department when a District student is withdrawn by a parent from services. Provider shall provide notice of withdrawal *within 48 hours*.

**j. Parent Access and Complaints.** Provider will provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, and meeting rooms. Provider will comply with any known court orders regarding parental visits and access to students. Provider will maintain and adhere to its own written procedures for responding to parent complaints. Provider will provide documentation of these procedures to the Educational Services Department no later than the date that this Contract is signed.

**k. Services on District Campuses.** Provider will not provide services on the District's public school campuses unless, at its discretion, the District approves such use under specific guidelines to be determined by the District. If Provider is permitted access to public school campuses, Provider will comply with Penal Code Section 627.1 *et. seq.*, and District and school procedures regarding visitors to school campuses. Provider will be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on public school campuses, and may not use the District's supplies, copiers, etc. If Provider's access to a District campus is pursuant to a lease or other document, Provider will comply with all District requirements and policies regarding the leasing of facilities from the District.

**l. General Requirements.** Provider shall have participated in all District coordinated meetings and/or fairs to be eligible to provide services. Additionally, providers shall abide by all criteria set forth in informational meetings and/or fairs in order to provide SES to District students.

**m. Equal Distribution of hours per pupil.** Tutoring will be completed within *three (3) months* of the company receiving assignment of student(s). The Educational Services Department will approve the SLP's and communicate approval via written notice and/or e-mail. The number of hours indicated in the SLP should be evenly distributed over the *three month* period (e.g. all tutoring hours should not be completed in one month's time).

**6. Certification/Approval.** Provider shall be certified or otherwise approved by the California Department of Education ("CDE") as a SES provider. A current copy of Provider's approved application and SES provider certification approval must be provided to the District on or before the date this Contract is executed by Provider. Provider will also provide the District with its most recent SES provider application approved by the California Department of Education (CDE) on or before the date this Contract is executed. This Contract will be null and void if such certification approval expires, or is revoked, rescinded or otherwise nullified during

the Term of this Contract. Provider will provide the District its most recent annual SES Accountability Report on or before October 15, 2015.

**7. Fingerprints/Clearance Requirements.** Provider will comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, California Code of Regulations section 13075(J) including, but not limited to: obtaining clearance from the California Department of Justice (hereinafter referred to as “CDOJ”) and TB clearance for Provider’s employees, and volunteers, and contractors prior to providing service to any District student unless Provider determines that the employees, volunteers, and contractors will have no physical contact with District students. Such CDOJ clearance must include a determination that any such person has not been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the such person’s conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 4423 (i) or (j). In addition, Provider will make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2 with respect to each such person. Provider will certify in writing to District that Provider has at all times complied with this Section of the Contract. Clearance certification must be submitted to the Educational Services Department prior to program implementation. Provider must submit clearance information to the Office of Curriculum, State and Federal Programs with each monthly invoice and note personnel changes that effect the provision of SES.

**8. Staff Qualifications.** Provider will ensure that all individuals employed, contracted, or otherwise hired by Provider to provide instruction or related services are qualified in the area in which the individuals are providing such instruction or services. Provider will comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision. Provider will deliver designated instruction and services utilizing personnel who possess a license issued by an appropriate licensing agency authorizing the licensee to provide the specific service, or possess a credential authorizing the service or are otherwise qualified to provide the service. Before the start of service, Provider will submit to District a staff list, and all current licenses, credentials, permits or other documents (e.g., proof of professional development or coursework completed, etc.) which entitle the holder to provide SES. Provider will provide to District updated information regarding the status of licenses, credentials, permits or other relevant documents each month during the Term.

**9. Staff Absence.** If Provider’s assigned service provider is absent, Provider will provide a qualified (as defined in section 4 and as determined by District) substitute. The District will not pay for services unless a qualified substitute is provided or Provider provides documentation evidencing the provision of “make-up” services by a qualified service provider.

**10. Record Keeping/Confidentiality.**

**a. Maintenance of Records.** All records will be maintained by Provider as required by state and federal laws and regulations. Notwithstanding the foregoing, Provider will maintain all material records relating to this Contract and to its SES services in the District for at least five (5) years after the termination of this Contract and such records will be available for audit by the District. For purposes of this Contract, “material records” includes, without limitation: pupil records as defined by California Education Code sections 49061(b);

registers and roll books of teachers and/or daily service providers; daily service logs and other documents used to record the provision of services, including SLPs; staff lists specifying credentials held and documents evidencing other staff qualifications, dates of hire and dates of termination; transportation and other related services subcontracts; liability and worker's compensation insurance policies; Supplemental Educational Services agency certifications; statements of income and expenses; and general ledgers and supporting documents.

**b. Pupil Records.** Provider will maintain all pupil records in a secure location to ensure confidentiality and will prevent unauthorized access. Provider will not disclose the identity of any student eligible for, or receiving, SES to any third party, nor will Provider forward any student record to any other person other than the parents or the District, without the written permission of the parents of such student. Provider will maintain a current list of the names and positions of Provider's employees who have access to confidential records. Provider will maintain an access log for each student's record which lists all persons, agencies or organizations requesting or receiving information from the record. Such log will be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation and date/time of access for each individual requesting or receiving information from the student's record. Such log may not record access to the student's records by: (i) the student's parent; (ii) an individual to whom written consent has been executed by the student's parent; or (iii) employees of the District or Provider having a legitimate educational interest in requesting or receiving information from the record. For purposes of this paragraph, "employees of the District or Provider" do not include subcontractors. Provider will grant access to pupil records and comply with all requests for copies of pupil records as required by state and federal laws and regulations.

**c. Delivery of Records to District.** At the conclusion of the performance of this Contract (or upon completion of services to any particular student), Provider will turn over to the District, all pupil records for the District's students to whom Provider has provided services under this Contract. At the conclusion of the performance of this Contract and upon the written request of the District, Provider will return to District all written materials constituting or incorporating any communications or information obtained from the District.

**d. Survival.** Provider's obligations under this Section 9 will survive cancellation, termination or expiration of this Contract.

## **11. Monitoring.**

**a. Access by District.** Provider will notify the District of the location and/or any change in location at which it is providing services to the District's eligible students. Provider will allow access by District to its facilities for periodic monitoring of each District student's instructional program and will be invited to participate in the review of each student's progress. District will have access to observe each District student at work, observe the instructional setting, interview Provider, and review each District student's records and progress. Such access will include unannounced monitoring visits.

**b. Reports.** Provider will provide the District served with an end-of-the-year report summarizing total student progress (aggregate), as well as disaggregated data by gender, ethnicity, grade level, language fluency and number of tutoring sessions provided. This end-of-the-year report will be due the District no later than **June 15, 2016.**

c. **Reviews.** Provider will participate in an annual review process as deemed appropriate by District. This review will address, among other things, programmatic aspects of the Provider, compliance with relevant state and federal regulations, assessments of District students, District student achievement growth, and Contract compliance. Provider will participate in any reviews, including without limitation, self-reviews as required by law.

d. **Program Audits.** Provider understands that the District reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

e. **Financial Audits.** The District will have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Contract. Provider will make available to District all budgetary information including operating budgets submitted by Provider to District for the relevant contract period being audited. Provider will make such evidence and documents available at the office of District or Provider's offices (as specified by District) at all reasonable times and without charge within five days of a written request from District. Provider will, at no cost to District, provide assistance for such examination or audit.

## 12. Compliance with Laws, Regulations and Policies.

a. **General.** During the term of this Contract, unless otherwise agreed, Provider will comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations, including but not limited to applicable health, safety, and civil rights laws. Provider will also comply with all District policies and regulations unless Provider determines, taking into consideration all of the surrounding facts and circumstances, that a policy or a portion thereof does not reasonably apply to Provider. Provider hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with applicable laws, regulations and District policies and will indemnify the District under the provisions of Section 17 of this Contract for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of Provider's noncompliance.

b. **Incident/Accident Reporting.** Provider will submit a written accident report to the District within 24 hours of any accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

c. **Child Abuse Reporting.** Provider hereby agrees that all staff members, including volunteers, are familiar with and agree to child abuse and missing children reporting obligations and procedures under California law, including but not limited to, California Education Code Section 49370 and California Penal Code section 11166, *et seq.* Provider must develop and maintain a written child abuse reporting procedure and provide an annual training to all its employees regarding mandated reporting of child abuse and missing children. Provider agrees that all staff members will abide by such laws in a timely manner.

d. **Discrimination.** Provider will not discriminate on the basis of race, religion, sex, national origin, age, disability or sexual orientation in employment or operation of its program.

**13. Enrollment, Contracting, Attendance Reporting and Billing Procedures.**

**a. Compliance with District Procedures.** Provider will comply with all procedures concerning enrollment, contracting, attendance reporting, and billing as specified by the Educational Services Department.

**b. Hourly Rate.** Provider will specify one hourly rate for SES services to students. Based upon this hourly rate, Provider will specify the maximum number of hours of service to be provided for each District student. If the California Department of Education per-pupil rate for SES increases or decreases for the District, Provider will amend their hourly rate and/or number of hours of service to reflect the change.

**c. Attendance Records.** Provider will maintain separate registers for each District student that describe the services provided. Original attendance forms (i.e., daily service logs and notes) will be completed by the actual service provider whose signature will appear on such forms and will be available for review, inspection, or audit by District during the Term and for a period of five (5) years thereafter. Provider will verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

**d. Invoices.** Prior to invoicing for first payment, but no later than submitting the invoice for first payment, Provider must have submitted the SLP for each student to the District. Payment for services requires the plan. Hours submitted without a plan will not be paid. All other required documents stipulated in this contract must be received by the Office of Curriculum, State and Federal Programs prior to or by first invoicing. Monthly invoices will be itemized by name and address of student, service provided, student attendance verified by parent in writing (initialed and with signature), and amount billed. Parent signature and verification (initials for service dates) are required for invoicing. Such invoices/attendance forms shall be submitted within thirty (30) days of the rendering of services. A copy of the invoice/attendance form to be used shall be provided by the District with this contract, as set forth in Exhibit C. District will not pay invoices/bills received over 30 days after the end of each month.

Provider will receive compensation only for sessions attended by District students and Supplemental Educational Services actually provided to District students. Provider will not receive compensation for District student absences. Total per student expenditures cannot exceed one and a half hours per day, three hours per week, or twelve (12) hours per month. Invoice and related documents will be submitted on a form and in the manner prescribed by District. District will make payment to Provider based on the number of billable days of attendance and hours of service at rates specified in this Contract. Payment will be within forty-five (45) days after District's receipt of invoices prepared and submitted as specified by the Educational Services Department. Provider will correct deficiencies and submit rebilling invoices no later than thirty (30) days after the invoice is returned by District. District will pay properly submitted re-billing invoices not later than forty-five (45) days after the date a completely corrected re-billing invoice is received by District.

Pre-assessment (or initial assessment) hours will not be included in any invoices. A maximum of one-hour for post assessment at the conclusion of tutoring will be permitted for billing.

e. **Final Invoice.** Final invoices must be received by District no later than June 15, 2016. All tutoring must be completed by May 30, 2016

f. **Payments by Other Agencies.** Provider will notify District when any other agency is billed for the costs associated with the provision of Supplemental Educational Services to District students. Upon request, Provider will provide to District any and all documentation regarding reports, billing, or payments by any agency for the costs associated with the provision of Supplemental Educational Services to District students.

14. **Monthly Invoices.** Provider shall submit monthly invoices to the District, itemized by the name/address of the student, service provided and actual number of hours for which services were provided, and amount owed. Invoices shall be submitted within thirty (30) days of the date of service.

**Each month a list of students who have not received services for any reason must be expressly reported to the District. The list of students who have not received services should be provided along with the monthly invoice.**

15. **Payment.** Upon proper monthly invoicing, District agrees to pay Provider for services performed during the term of this Agreement not to exceed \$894.26 per student served. The District shall pay Provider at the maximum rate of \$75.00 per hour (as listed in the CDE approved Provider Application).

15. **Right to Withhold Payment.**

a. **Bases for Withholding.** District may withhold payment to Provider when: (i) Provider has failed to perform, in whole or in part, under the terms of this Contract, or the SLP; (ii) Provider was overpaid by District as determined by inspection, review, or audit of Provider's program, work, or records; (iii) education or related services are provided to District students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (iv) District has not received prior to the end of the Term, all documents concerning one or more District students enrolled in Provider's educational program; or (v) Provider receives payment from another agency or funding source for a service provided to a District student.

b. **Notice and Opportunity to Cure.** If District determines that cause exists to withhold payment to Provider, District shall, within 10 days of this determination, provide to Provider written notice that District is withholding payment. The notice will describe the reasons for the withholding. Such notice will specify the basis or bases for District's withholding payment and the amount to be withheld. Within 14 days from the date of receipt of such notice, Provider will take all necessary and appropriate action to correct the deficiencies that form the basis for District's withholding payment or submit a written request for extension to correct the deficiencies. If the basis for withholding is not cured within the approved time period, payment will be denied.

17. **Incentives.** The Provider will not provide any up-front incentive valued at over \$2.00 per student to parents or students to encourage signing up for Provider's services or to encourage any other student or parent to sign up for Provider's services. Items such as pencils, pens, magnets, etcetera, are acceptable. Food items are not permitted. In any marketing information or other explanation, either verbally and in writing, and in the delivery of services, Provider may not offer to parents or students incentives valued at more than \$3.00 each or



\$30.00 in the aggregate per student as achievement or attendance incentives once the student has signed up for Provider's services. Provider may not offer any incentive or payment of any amount to any District personnel employed by one of the SES eligible schools for helping Provider to recruit parents and students to sign-up for Provider's Supplemental Educational Services.

**18. Recruitment:** Recruiting. The provider shall not recruit on any school or district property. The provider shall not fill in the tutoring application for any family. The provider shall not identify themselves as employed by or working with Oxnard School District or any School. Approved providers will be provided a "Provider Recruitment Application" and allowed a 48 hour opportunity to recruit with said application. No provider shall recruit with any application prior to the 48 hour opportunity with the "Provider Recruitment Application". Any violation of these recruiting terms shall be grounds to be terminated from providing SES in Oxnard School District.

**19. Termination.**

**a. Without Cause.** This Contract may be terminated by the District or the Provider at any time. Provider's exercise of its right to terminate this Contract will not alleviate its responsibilities to complete any existing SLPs. To terminate this Contract, either party will give 20 calendar days written notice prior to the date of termination. Upon termination, without default of Provider, the District will pay, without duplication, for all services satisfactorily performed to the date of termination. In consideration of this payment, Provider waives all rights to any further payment of damage. Under no circumstances will Provider be entitled to anticipatory, lost profits or consequential damages as a result of termination under this section.

**b. For Cause.**

**(i)** The District may, by written notice to the Provider, terminate this Contract in whole or in part at any time because of the failure of the Provider to fulfill its contractual obligations and the District may, in its sole discretion, provide Provider with a reasonable period within which to cure the default. Upon receipt of such notice, the Provider will (A) immediately discontinue all services affected (unless the notice directs otherwise) and (B) deliver to the District all information and material as may have been involved in the provision of services whether provided by the District or generated by the Provider in the performance of this Contract, whether completed or in process (unless the notice directs otherwise). Termination of this Contract will be as of the date of receipt by the Provider of such notice.

**(ii)** If the termination is due to the failure of the Provider to fulfill its contractual obligations, the District may take over the services and complete the services by contract or otherwise. Provider will be liable for the reasonable costs and expenses related to the transfer of District students to another provider.

**(iii)** If, after the notice of termination for failure to fulfill contract obligations, it is determined that the Provider has not so failed, the termination will be deemed to have been effected without cause pursuant to 15(a) above.

(iv) Provider will not be entitled to anticipatory, lost profits or consequential damages as a result of any termination under this section. Payments to the Provider in accordance with this section will constitute the Provider's exclusive remedy for any termination hereunder.

20. **Insurance.** Provider agrees to obtain and maintain in full force and effect during the term of this Contract the insurance policies set forth in **Exhibit A** "Insurance" and made a part of this Contract. 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. Provider agrees to provide District with copies of required policies upon request.

21. **Indemnification.** Provider will indemnify and hold District and its Governing Board members, administrators, employees, agents, volunteers and subcontractors (District Indemnitees) harmless against any and all liability, loss, damage and expense (including reasonable attorneys' fees) arising out of or relating to this Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by an act or omission of Provider, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding District and District Indemnitees). This indemnity will survive the termination of this Contract.

22. **Independent Contractor.** Nothing in this Contract will be construed to imply a joint venture, partnership, employer-employee or principal-agent relationship between the District and Provider. Provider will provide all services under this Contract as an independent contractor, and neither party will have the authority to bind or make any commitment on behalf of the other. Provider is responsible for providing its own salaries, payroll taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind as required by law for its own employees and assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this Contract. Nothing in this Contract will be deemed to create any association, partnership, joint venture or relationship of principal and agent, or employer and employee between the parties or any affiliates of the parties, or between the District and any individual assigned by Provider to perform any services for the District. If the District is held to be a partner, joint venturer, co-principal, employer or co-employer of Provider, Provider will indemnify and hold the District harmless from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the District as a result of that holding.

23. **Subcontracting.** Provider shall not subcontract services. If the Provider is unable to provide approved services, the Provider shall notify the District of the inability to provide services. The District shall work to reassign the students to a provider approved to work with Oxnard School District.

24. **Conflicts of Interest.** Provider will provide to District a copy of its current bylaws and a current list of its Board of Directors, if it is incorporated. Provider covenants that neither it, nor any officer or any member of its Board of Directors has or will acquire any interest, directly or indirectly, that would conflict in any manner with the interests of the District or that would in any way hinder Provider's performance of services under this Contract.

Provider further covenants that in the performance of this Contract, no person having any such interest will be employed by it as an officer, employee, agent or subcontractor without the express written consent of the District.

a. Provider will not conduct or solicit any non-District business while on District property or time.

b. Provider will also take all necessary steps to avoid the appearance of a conflict of interest and will have a duty to disclose to the District prior to entering into this Contract any and all circumstances existing at such time which pose a potential conflict of interest.

c. Bylaws of the District's Governing Board 9270 BB and 9270(BB)E as hereinafter amended or renumber, require that a consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Provider represents that it has received and reviews a copy of these Governing Board bylaws and that it  does  does not qualify as a "designated employee".

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

d. Provider agrees to notify the Educational Services Department, in writing, if Provider believes that it is a "designated employee" and should be filing financial interest disclosures, but has not been required to do so by the District.

e. Should a conflict of interest issue arise, Provider agrees to fully cooperate in any inquiry and to provide the District with all documents or other information reasonably necessary to enable the District to determine whether or not a conflict of interest existed or exists. Failure to comply with the provisions of this section will constitute grounds for immediate termination of this Contract, in addition to whatever other remedies the District may have.

**25. Miscellaneous.**

**a. Press Releases and Marketing.** Provider represents that it will not publish or cause to be disseminated through any press release, public statement or marketing or selling effort any information which is related to this Contract or the services provided hereunder without prior written approval of District

**b. Severability Clause.** If any provision of this Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Contract will be severable and remain in effect.

**c. Notices.** Notices required under this Contract will be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

**For the District:** Anna Thomas, Director  
Oxnard School District  
Office of Curriculum, State and Federal Programs, Division of  
Educational Services  
1051 South "A" Street  
Oxnard School District  
Oxnard, CA 93030

**For Provider:** 123 Success/Ventura County Office of Education  
5100 Adolfo Road  
Camarillo, CA 93012

**d. Successors and Assignees.** This Contract binds Provider's successors and assignees.

**e. Governing Law.** The laws of the State of California will govern the terms and conditions of this Contract with venue in Ventura County, California.

**f. Arbitration.** The parties agree to settle any controversy or claim or dispute arising out of or relating to this Contract by arbitration conducted by a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association, in a hearing locale in Ventura County, California. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator must be an active member of the California State Bar or a retired judge of the state or federal judiciary of California. Each party will bear its own costs and expenses associated with the arbitration. The arbitrator's fees and the administrative fees of the arbitration will be shared equally among the parties. Any party who fails or refuses to submit to arbitration will bear all costs and expenses incurred by such other party in compelling arbitration of any controversy, claim, or dispute.

**g. Integration.** This Contract and all attachments and amendments thereto including each SLP, the Provider's approved SES Provider application, a copy of the Provider's annual SES Accountability Report that was submitted to CDE by October 1, 2015, the Provider's SES Program Description and the Educational Services Department's policies and procedures constitute the entire agreement between District and Provider. This Contract supersedes any prior or contemporaneous written or oral understanding or agreement. No amendment to this Contract will be valid unless contained in a writing signed by both parties. Notwithstanding the foregoing sentence, District may modify or amend this Contract without Provider's consent to conform to federal and state laws and regulations.

**123 SUCCESS/VENTURA COUNTY  
OFFICE OF EDUCATION:**

**OXNARD SCHOOL DISTRICT:**

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

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

\_\_\_\_\_  
*Typed Name & Title of Authorized Representative*

Lisa A. Franz, Director, Purchasing  
*Typed Name and Title*

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

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

## EXHIBIT A

### INSURANCE

I. Insurance Requirements. Provider 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 Provider, 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. Provider 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 one million dollars (\$1,000,000) combined single limit, bodily injury, personal injury and property damage liability per occurrence, in a form acceptable to the District.

(2) Comprehensive general and auto liability insurance with limits of not less than one million dollars (\$1,000,000) per accident for bodily injury and property damage per occurrence. A combined single limit policy with aggregate limits in an amount of not less than two million dollars (\$2,000,000) shall be considered equivalent to the said required minimum limit.

(3) Insurance Coverage shall 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 Provider's profession. This coverage may be written on a "claims made" basis and must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for at least 3 consecutive years following the later of the completion of the Services or the termination of this Agreement.

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

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

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

B. General Liability and Automobile Liability Coverages.

(1) District, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Provider performs; products and completed operations of Provider; premises owned, occupied or used by Provider ; or automobiles owned, leased, hired or borrowed by Provider. 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 Provider's insurance.

(3) Provider'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. Provider 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 Provider 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, Provider shall furnish certificates and endorsements from each subcontractor identical to those Provider 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 Provider 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 Provider's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

**EXHIBIT B**

**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 Provider under the Contract to which this Exhibit B is attached  constitute  do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Provider, **123 Success/Ventura County Office of Education**, who will provide Services under the Contract,  is  is not subject to disclosure obligations.

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

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

Lisa A. Franz  
Director, Purchasing



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/6/2015

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**  
Tolman & Wiker Insurance Services LLC #0E52073  
196 S. Fir Street  
P.O. Box 1388  
Ventura CA 93002-1388

**CONTACT NAME:** Pam Ayerle  
**PHONE (A/C No. Ext):** (805) 585-6737 **FAX (A/C No.):** (805) 585-6837  
**E-MAIL ADDRESS:** payerle@tolmanandwiker.com

**INSURED**  
Ventura County Office of Education  
Attn: Tom Etchart  
5189 Verdugo Way  
Camarillo CA 93012

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	VCSSFA	
INSURER B:	United Educators Ins	10020
INSURER C:	Safety National Casualty Co	15105
INSURER D:	Wesco Ins	25010
INSURER E:		
INSURER F:		

**COVERAGES** **CERTIFICATE NUMBER:** 15/16 GL/AU/XS/WC **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			VCSSFA LCM 2015-2016	7/1/2015	7/1/2016	EACH OCCURRENCE	\$ 350,000
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$
	CA School Form						PERSONAL & ADV INJURY	\$
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$
POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/>							PRODUCTS - COMP/OP AGG	\$
A	VEHICLE LIABILITY			VCSSFA LCM 2015-2016	7/1/2015	7/1/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 350,000
	ANY AUTO ALL OWNED AUTOS						BODILY INJURY (Per person)	\$
	HIRED AUTOS						BODILY INJURY (Per accident)	\$
	SCHEDULED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB			RCN20150359501	7/1/2015	7/1/2016	EACH OCCURRENCE	\$ 5,000,000
	RETENTION \$						AGGREGATE	\$ 5,000,000
	DED							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			SP4053202	7/1/2015	7/1/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Primary Workers' Comp			VCSSFA LCM 2015-2016	7/1/2015	7/1/2016	\$600,000	S.I.R.
D	Excess Buffer Wkrs' Comp			WPP1103802 02	7/1/2015	7/1/2016	\$400,000	

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

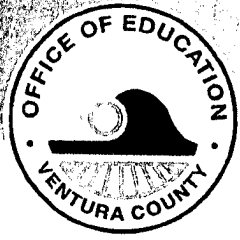
**CERTIFICATE HOLDER** **CANCELLATION**

Proof of Insurance

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  
Dennis Corte/PAMELA *Dennis W. Corte*





**INTERNAL BUSINESS SERVICES**

5189 Verdugo Way, Camarillo, CA 93012

805-383-1946 • FAX: 805-383-1944

www.vcoe.org

**VENTURA COUNTY OFFICE OF EDUCATION**

Stanley C. Mantooth, County Superintendent of Schools

September 14, 2015

To whom it may concern:

This letter serves to confirm that the following districts in Ventura County are among the school districts currently insured through the Ventura County Schools Self Funding Authority (VCSSFA):

- Briggs School District
- Conejo Valley Unified School District
- Fillmore Unified School District
- Hueneme School District
- Mesa Union School District
- Moorpark Unified School District
- Mupu School District
- Oak Park Unified School District
- Ocean View School District
- Ojai Unified School District
- Oxnard Elementary School District
- Oxnard Union High School District
- Pleasant Valley School District
- Rio School District
- Santa Clara School District
- Santa Paula Unified School District
- Simi Valley Unified School District
- Somis Union School District
- Ventura Unified School District
- Ventura County Office of Education

As such, certificates of insurance are not usually requested amongst the districts that are covered through the VCSSFA. If you require additional information or verification, please feel free to contact Russ Olsen with the Ventura County Schools Self Funding Authority (805-383-1970).

Sincerely,

Tom Etchart  
Director, Internal Business Services

R:\Group\Busoff\LETTERS\ETCHART\Insurance through VCSSFA 2015-16.doc



**OXNARD SCHOOL DISTRICT**  
**NO CHILD LEFT BEHIND – TITLE I**  
**2015-2016**



**Agreement #15-141**

**SUPPLEMENTAL EDUCATIONAL SERVICES (SES) PROVIDER and**  
**OXNARD SCHOOL DISTRICT (OSD)**

This Supplemental Educational Services (SES) Provider/District Contract (“Contract”) is made by and between the Oxnard School District (“District”) and A+ Educational Centers (“Provider”).

**1. Purpose.** This Contract is entered into for the purpose of providing supplemental educational services (“SES”) to eligible District students whose parents choose Provider pursuant to pertinent provisions of the federal *No Child Left Behind Act* (20 U.S.C. Section 6301 et seq.). “Eligible students” are those students identified by the District who meet specific income and achievement requirements under Title I. This Contract does not commit the District to pay for SES provided to any District students, or the Provider to provide any such SES, unless and until an authorized representative of the Educational Services Department approves the provision of SES by Provider.

**2. Term.** The term of this Contract begins on December 10, 2015 and ends on May 30, 2016 (“Term”).

**3. Assignment of Students.** Students will be assigned in accordance with student eligibility, based on academic need, and parents’ first choice preference of SES provider. When SES requests for services exceed the funding allocation, students will be assigned in accordance with student eligibility and priority as established by Oxnard School District. A waiting list will be maintained.

**4. Definitions.** For purposes of this Contract, the following terms will have the meaning set forth below:

“Incentive” means any up-front monetary or material gifts valued at more than \$2.00 given to parents or students to encourage them to choose a specific provider to provide Supplemental Educational Services to their child and incentives valued at \$3.00 each or \$30.00 in the aggregate used within a provider’s program to encourage students to reach certain achievement or attendance levels after they have begun to provide services. Incentives may not include any food items. Any incentives distributed at provider fairs must be cleared by the District with an itemized receipt and description of items delivered to the district no later than one (1) day before the provider fair.

“Qualified” means that a person has met federal and state certification, licensing, registration or other comparable requirements (e.g., professional development, coursework completed, etc.) which apply to the area in which he or she is providing Supplemental

Educational Services, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements and adheres to the standards of professional practice established in federal and state law or regulation. Nothing in this definition shall be construed as restricting the activities of a graduate needing direct hours leading to licensure or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university.

“Parent” means the natural parent, adoptive parent, parent surrogate, legal guardian or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction.

“Supplemental Educational Services” means “tutoring and other supplemental academic enrichment services that are in addition to instruction provided during the school day and are of high quality, research-based, and specifically designed to increase the academic achievement of eligible children” on California’s statewide assessments and assist the children in meeting California’s core academic content standards/Common Core State Standards. 20 U.S.C. Section 6316(e)(12)(C).

## **5. Program Description**

**a. General Program of Instruction.** Provider will provide the District with a written summary of its general program of instruction (“SES Program Description”) for inclusion in the materials to be used by the District to inform parents about SES services available to eligible students. The total number of minutes per day provided by Provider will be specified in the SES Program Description and all instruction must be provided outside the normal school day. Provider’s SES Program Description will be approved by the District, attached to and become a part of this Contract prior to enrollment of District students in Provider’s program. Provider will provide the District with a copy of its CDE approved SES application and its annual SES accountability report. Provider will complete all hours of service within three months of student assignment.

**b. Student Learning Plan.** Upon acceptance of a District student, the Provider will submit to the District a Student Learning Plan (“SLP”) as specified by the Educational Services Department for each District student to be served by Provider. The SLP must include: (1) the specific achievement goals for the student, developed in consultation with the student’s parents and the provider; (2) a description of how the student’s progress will be measured and how the student’s parents and teachers will be regularly informed of that progress; (3) a timetable for improving the student’s achievement; and (4) the parent’s signature. Changes in any student’s SLP may only be made with the written consent of the District in consultation with the student’s parents. Provider, the District or the parents may request a review of a student’s SLP at any time. Unless otherwise agreed in writing, through submission of the SLP form, Provider agrees to provide all services specified in the student’s SLP.

### **c. Timeline for Initiation of Services.**

(i) Within one week of receiving the First Batch Assignment of students for tutoring from the District, Provider will acknowledge availability and preparedness to begin providing services to students from the First Batch. Provider’s acknowledgement will include the names of all tutors and certification of their Fingerprint Clearance and TB Test.

(ii) The SLP must be executed within 15 days of receipt of a District student's enrollment, but in no case later than January 29, 2016, unless a different time frame is agreed to by the Provider and the District's Educational Services Department. The District shall reassign students for whom a SLP is not received in accordance with the above noted timeline.

(iii) Provider will submit the first invoice to the District by or before **February 15, 2016**. **Provider may NOT bill for pretest assessment.**

(iv) Provider will have three months from receipt of the First Batch Assignment to complete tutoring. All invoicing for the First Batch Assignment must be submitted no later than **March 21, 2016**.

(v) If tutoring services have not been provided by the due date of the first invoice (**February 15, 2016**) the District shall re-assign students who have not been provided tutoring services.

**d. Provision of Services at No Charge to Parents.** Unless otherwise agreed to in writing between Provider and the District, Provider is responsible for the provision of all appropriate supplies, equipment, assessments, and/or facilities for students served under this Contract, as specified in the SES Program Description and the student's SLP. Provider will make no charge of any kind to parents for Supplemental Educational Services as specified in the student's SLP (including, but not limited to, screenings, District designated and other assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Contract). Online companies will outline the provider's technology support offered to families.

**e. Records of Attendance.** Provider shall maintain daily records of student attendance and services provided, including the name/address of student, the name of Provider's employee who rendered the service, and the tutoring time allocated for the services provided. Provider shall permit access to and/or a copy of such records to the District upon request.

**f. Student Progress Reports.** Provider will provide to parents, each student's home school, and the Educational Services Department two written progress reports/report cards in writing and in a language that parents can understand, pursuant to the requirements specified by the Educational Services Department. A copy of the progress reports/report cards will be maintained at the Provider's place of business and made available upon request of the District or the student's parent(s). The first progress report will be completed after the first half of the Provider's total tutoring hours have been completed and will be provided to parents, each student's home school with an introductory cover sheet, and the Educational Services Department within five business days. The second (End of Service Report) required progress report will be completed after the total service hours have been delivered and prior to the final invoice or March 21, 2016 (whichever comes first).

**g. End of Service Reports.** Provider will provide to parents, each student's home school, and the Educational Services Department, a written End of Service Report before or at the time of final invoicing describing the student's progress or accomplishments upon the termination or completion of the services. The End of the School Year Report will include the following: (1) Pre-Test administered and student score; (2) the student's attendance report; and (3) Post-Test administered and student score. Final invoice will not be paid until the end of service report is received.

**h. Student Change of Enrollment.** If a student changes his/her enrollment to a school outside of the District's service boundaries or school whose students are not eligible for Supplemental Educational Services under the *No Child Left Behind* Act, the District will not be responsible for the costs of services delivered after the student's change of enrollment.

**i. Withdrawal of Students from Program.** Provider will report, by telephone and in writing by email, to the Educational Services Department when a District student is withdrawn by a parent from services. Provider shall provide notice of withdrawal **within 48 hours**.

**j. Parent Access and Complaints.** Provider will provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, and meeting rooms. Provider will comply with any known court orders regarding parental visits and access to students. Provider will maintain and adhere to its own written procedures for responding to parent complaints. Provider will provide documentation of these procedures to the Educational Services Department no later than the date that this Contract is signed.

**k. Services on District Campuses.** Provider will not provide services on the District's public school campuses unless, at its discretion, the District approves such use under specific guidelines to be determined by the District. If Provider is permitted access to public school campuses, Provider will comply with Penal Code Section 627.1 *et. seq.*, and District and school procedures regarding visitors to school campuses. Provider will be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on public school campuses, and may not use the District's supplies, copiers, etc. If Provider's access to a District campus is pursuant to a lease or other document, Provider will comply with all District requirements and policies regarding the leasing of facilities from the District.

**l. General Requirements.** Provider shall have participated in all District coordinated meetings and/or fairs to be eligible to provide services. Additionally, providers shall abide by all criteria set forth in informational meetings and/or fairs in order to provide SES to District students.

**m. Equal Distribution of hours per pupil.** Tutoring will be completed within **three (3) months** of the company receiving assignment of student(s). The Educational Services Department will approve the SLP's and communicate approval via written notice and/or e-mail. The number of hours indicated in the SLP should be evenly distributed over the **three month** period (e.g. all tutoring hours should not be completed in one month's time).

**6. Certification/Approval.** Provider shall be certified or otherwise approved by the California Department of Education ("CDE") as a SES provider. A current copy of Provider's approved application and SES provider certification approval must be provided to the District on or before the date this Contract is executed by Provider. Provider will also provide the District with its most recent SES provider application approved by the California Department of Education (CDE) on or before the date this Contract is executed. This Contract will be null and void if such certification approval expires, or is revoked, rescinded or otherwise nullified during

the Term of this Contract. Provider will provide the District its most recent annual SES Accountability Report on or before October 15, 2015.

**7. Fingerprints/Clearance Requirements.** Provider will comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, California Code of Regulations section 13075(J) including, but not limited to: obtaining clearance from the California Department of Justice (hereinafter referred to as “CDOJ”) and TB clearance for Provider’s employees, and volunteers, and contractors prior to providing service to any District student unless Provider determines that the employees, volunteers, and contractors will have no physical contact with District students. Such CDOJ clearance must include a determination that any such person has not been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the such person’s conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 4423 (i) or (j). In addition, Provider will make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2 with respect to each such person. Provider will certify in writing to District that Provider has at all times complied with this Section of the Contract. Clearance certification must be submitted to the Educational Services Department prior to program implementation. Provider must submit clearance information to the Office of Curriculum, State and Federal Programs with each monthly invoice and note personnel changes that effect the provision of SES.

**8. Staff Qualifications.** Provider will ensure that all individuals employed, contracted, or otherwise hired by Provider to provide instruction or related services are qualified in the area in which the individuals are providing such instruction or services. Provider will comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision. Provider will deliver designated instruction and services utilizing personnel who possess a license issued by an appropriate licensing agency authorizing the licensee to provide the specific service, or possess a credential authorizing the service or are otherwise qualified to provide the service. Before the start of service, Provider will submit to District a staff list, and all current licenses, credentials, permits or other documents (e.g., proof of professional development or coursework completed, etc.) which entitle the holder to provide SES. Provider will provide to District updated information regarding the status of licenses, credentials, permits or other relevant documents each month during the Term.

**9. Staff Absence.** If Provider’s assigned service provider is absent, Provider will provide a qualified (as defined in section 4 and as determined by District) substitute. The District will not pay for services unless a qualified substitute is provided or Provider provides documentation evidencing the provision of “make-up” services by a qualified service provider.

**10. Record Keeping/Confidentiality.**

**a. Maintenance of Records.** All records will be maintained by Provider as required by state and federal laws and regulations. Notwithstanding the foregoing, Provider will maintain all material records relating to this Contract and to its SES services in the District for at least five (5) years after the termination of this Contract and such records will be available for audit by the District. For purposes of this Contract, “material records” includes, without limitation: pupil records as defined by California Education Code sections 49061(b);

registers and roll books of teachers and/or daily service providers; daily service logs and other documents used to record the provision of services, including SLPs; staff lists specifying credentials held and documents evidencing other staff qualifications, dates of hire and dates of termination; transportation and other related services subcontracts; liability and worker's compensation insurance policies; Supplemental Educational Services agency certifications; statements of income and expenses; and general ledgers and supporting documents.

**b. Pupil Records.** Provider will maintain all pupil records in a secure location to ensure confidentiality and will prevent unauthorized access. Provider will not disclose the identity of any student eligible for, or receiving, SES to any third party, nor will Provider forward any student record to any other person other than the parents or the District, without the written permission of the parents of such student. Provider will maintain a current list of the names and positions of Provider's employees who have access to confidential records. Provider will maintain an access log for each student's record which lists all persons, agencies or organizations requesting or receiving information from the record. Such log will be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation and date/time of access for each individual requesting or receiving information from the student's record. Such log may not record access to the student's records by: (i) the student's parent; (ii) an individual to whom written consent has been executed by the student's parent; or (iii) employees of the District or Provider having a legitimate educational interest in requesting or receiving information from the record. For purposes of this paragraph, "employees of the District or Provider" do not include subcontractors. Provider will grant access to pupil records and comply with all requests for copies of pupil records as required by state and federal laws and regulations.

**c. Delivery of Records to District.** At the conclusion of the performance of this Contract (or upon completion of services to any particular student), Provider will turn over to the District, all pupil records for the District's students to whom Provider has provided services under this Contract. At the conclusion of the performance of this Contract and upon the written request of the District, Provider will return to District all written materials constituting or incorporating any communications or information obtained from the District.

**d. Survival.** Provider's obligations under this Section 9 will survive cancellation, termination or expiration of this Contract.

## **11. Monitoring.**

**a. Access by District.** Provider will notify the District of the location and/or any change in location at which it is providing services to the District's eligible students. Provider will allow access by District to its facilities for periodic monitoring of each District student's instructional program and will be invited to participate in the review of each student's progress. District will have access to observe each District student at work, observe the instructional setting, interview Provider, and review each District student's records and progress. Such access will include unannounced monitoring visits.

**b. Reports.** Provider will provide the District served with an end-of-the-year report summarizing total student progress (aggregate), as well as disaggregated data by gender, ethnicity, grade level, language fluency and number of tutoring sessions provided. This end-of-the-year report will be due the District no later than **June 15, 2016.**

c. **Reviews.** Provider will participate in an annual review process as deemed appropriate by District. This review will address, among other things, programmatic aspects of the Provider, compliance with relevant state and federal regulations, assessments of District students, District student achievement growth, and Contract compliance. Provider will participate in any reviews, including without limitation, self-reviews as required by law.

d. **Program Audits.** Provider understands that the District reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

e. **Financial Audits.** The District will have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Contract. Provider will make available to District all budgetary information including operating budgets submitted by Provider to District for the relevant contract period being audited. Provider will make such evidence and documents available at the office of District or Provider's offices (as specified by District) at all reasonable times and without charge within five days of a written request from District. Provider will, at no cost to District, provide assistance for such examination or audit.

## 12. Compliance with Laws, Regulations and Policies.

a. **General.** During the term of this Contract, unless otherwise agreed, Provider will comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations, including but not limited to applicable health, safety, and civil rights laws. Provider will also comply with all District policies and regulations unless Provider determines, taking into consideration all of the surrounding facts and circumstances, that a policy or a portion thereof does not reasonably apply to Provider. Provider hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with applicable laws, regulations and District policies and will indemnify the District under the provisions of Section 17 of this Contract for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of Provider's noncompliance.

b. **Incident/Accident Reporting.** Provider will submit a written accident report to the District within 24 hours of any accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

c. **Child Abuse Reporting.** Provider hereby agrees that all staff members, including volunteers, are familiar with and agree to child abuse and missing children reporting obligations and procedures under California law, including but not limited to, California Education Code Section 49370 and California Penal Code section 11166, *et seq.* Provider must develop and maintain a written child abuse reporting procedure and provide an annual training to all its employees regarding mandated reporting of child abuse and missing children. Provider agrees that all staff members will abide by such laws in a timely manner.

d. **Discrimination.** Provider will not discriminate on the basis of race, religion, sex, national origin, age, disability or sexual orientation in employment or operation of its program.



**13. Enrollment, Contracting, Attendance Reporting and Billing Procedures.**

**a. Compliance with District Procedures.** Provider will comply with all procedures concerning enrollment, contracting, attendance reporting, and billing as specified by the Educational Services Department.

**b. Hourly Rate.** Provider will specify one hourly rate for SES services to students. Based upon this hourly rate, Provider will specify the maximum number of hours of service to be provided for each District student. If the California Department of Education per-pupil rate for SES increases or decreases for the District, Provider will amend their hourly rate and/or number of hours of service to reflect the change.

**c. Attendance Records.** Provider will maintain separate registers for each District student that describe the services provided. Original attendance forms (i.e., daily service logs and notes) will be completed by the actual service provider whose signature will appear on such forms and will be available for review, inspection, or audit by District during the Term and for a period of five (5) years thereafter. Provider will verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

**d. Invoices.** Prior to invoicing for first payment, but no later than submitting the invoice for first payment, Provider must have submitted the SLP for each student to the District. Payment for services requires the plan. Hours submitted without a plan will not be paid. All other required documents stipulated in this contract must be received by the Office of Curriculum, State and Federal Programs prior to or by first invoicing. Monthly invoices will be itemized by name and address of student, service provided, student attendance verified by parent in writing (initialed and with signature), and amount billed. Parent signature and verification (initials for service dates) are required for invoicing. Such invoices/attendance forms shall be submitted within thirty (30) days of the rendering of services. A copy of the invoice/attendance form to be used shall be provided by the District with this contract, as set forth in Exhibit C. District will not pay invoices/bills received over 30 days after the end of each month.

Provider will receive compensation only for sessions attended by District students and Supplemental Educational Services actually provided to District students. Provider will not receive compensation for District student absences. Total per student expenditures cannot exceed one and a half hours per day, three hours per week, or twelve (12) hours per month. Invoice and related documents will be submitted on a form and in the manner prescribed by District. District will make payment to Provider based on the number of billable days of attendance and hours of service at rates specified in this Contract. Payment will be within forty-five (45) days after District's receipt of invoices prepared and submitted as specified by the Educational Services Department. Provider will correct deficiencies and submit rebilling invoices no later than thirty (30) days after the invoice is returned by District. District will pay properly submitted re-billing invoices not later than forty-five (45) days after the date a completely corrected re-billing invoice is received by District.

Pre-assessment (or initial assessment) hours will not be included in any invoices. A maximum of one-hour for post assessment at the conclusion of tutoring will be permitted for billing.

e. **Final Invoice.** Final invoices must be received by District no later than June 15, 2016. All tutoring must be completed by May 30, 2016

f. **Payments by Other Agencies.** Provider will notify District when any other agency is billed for the costs associated with the provision of Supplemental Educational Services to District students. Upon request, Provider will provide to District any and all documentation regarding reports, billing, or payments by any agency for the costs associated with the provision of Supplemental Educational Services to District students.

14. **Monthly Invoices.** Provider shall submit monthly invoices to the District, itemized by the name/address of the student, service provided and actual number of hours for which services were provided, and amount owed. Invoices shall be submitted within thirty (30) days of the date of service.

**Each month a list of students who have not received services for any reason must be expressly reported to the District. The list of students who have not received services should be provided along with the monthly invoice.**

15. **Payment.** Upon proper monthly invoicing, District agrees to pay Provider for services performed during the term of this Agreement not to exceed \$894.26 per student served. The District shall pay Provider at the maximum rate of \$80.00 per hour (as listed in the CDE approved Provider Application).

15. **Right to Withhold Payment.**

a. **Bases for Withholding.** District may withhold payment to Provider when: (i) Provider has failed to perform, in whole or in part, under the terms of this Contract, or the SLP; (ii) Provider was overpaid by District as determined by inspection, review, or audit of Provider's program, work, or records; (iii) education or related services are provided to District students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (iv) District has not received prior to the end of the Term, all documents concerning one or more District students enrolled in Provider's educational program; or (v) Provider receives payment from another agency or funding source for a service provided to a District student.

b. **Notice and Opportunity to Cure.** If District determines that cause exists to withhold payment to Provider, District shall, within 10 days of this determination, provide to Provider written notice that District is withholding payment. The notice will describe the reasons for the withholding. Such notice will specify the basis or bases for District's withholding payment and the amount to be withheld. Within 14 days from the date of receipt of such notice, Provider will take all necessary and appropriate action to correct the deficiencies that form the basis for District's withholding payment or submit a written request for extension to correct the deficiencies. If the basis for withholding is not cured within the approved time period, payment will be denied.

17. **Incentives.** The Provider will not provide any up-front incentive valued at over \$2.00 per student to parents or students to encourage signing up for Provider's services or to encourage any other student or parent to sign up for Provider's services. Items such as pencils, pens, magnets, etcetera, are acceptable. Food items are not permitted. In any marketing information or other explanation, either verbally and in writing, and in the delivery of services, Provider may not offer to parents or students incentives valued at more than \$3.00 each or

\$30.00 in the aggregate per student as achievement or attendance incentives once the student has signed up for Provider's services. Provider may not offer any incentive or payment of any amount to any District personnel employed by one of the SES eligible schools for helping Provider to recruit parents and students to sign-up for Provider's Supplemental Educational Services.

**18. Recruitment:** Recruiting. The provider shall not recruit on any school or district property. The provider shall not fill in the tutoring application for any family. The provider shall not identify themselves as employed by or working with Oxnard School District or any School. Approved providers will be provided a "Provider Recruitment Application" and allowed a 48 hour opportunity to recruit with said application. No provider shall recruit with any application prior to the 48 hour opportunity with the "Provider Recruitment Application". Any violation of these recruiting terms shall be grounds to be terminated from providing SES in Oxnard School District.

**19. Termination.**

**a. Without Cause.** This Contract may be terminated by the District or the Provider at any time. Provider's exercise of its right to terminate this Contract will not alleviate its responsibilities to complete any existing SLPs. To terminate this Contract, either party will give 20 calendar days written notice prior to the date of termination. Upon termination, without default of Provider, the District will pay, without duplication, for all services satisfactorily performed to the date of termination. In consideration of this payment, Provider waives all rights to any further payment of damage. Under no circumstances will Provider be entitled to anticipatory, lost profits or consequential damages as a result of termination under this section.

**b. For Cause.**

**(i)** The District may, by written notice to the Provider, terminate this Contract in whole or in part at any time because of the failure of the Provider to fulfill its contractual obligations and the District may, in its sole discretion, provide Provider with a reasonable period within which to cure the default. Upon receipt of such notice, the Provider will (A) immediately discontinue all services affected (unless the notice directs otherwise) and (B) deliver to the District all information and material as may have been involved in the provision of services whether provided by the District or generated by the Provider in the performance of this Contract, whether completed or in process (unless the notice directs otherwise). Termination of this Contract will be as of the date of receipt by the Provider of such notice.

**(ii)** If the termination is due to the failure of the Provider to fulfill its contractual obligations, the District may take over the services and complete the services by contract or otherwise. Provider will be liable for the reasonable costs and expenses related to the transfer of District students to another provider.

**(iii)** If, after the notice of termination for failure to fulfill contract obligations, it is determined that the Provider has not so failed, the termination will be deemed to have been effected without cause pursuant to 15(a) above.

(iv) Provider will not be entitled to anticipatory, lost profits or consequential damages as a result of any termination under this section. Payments to the Provider in accordance with this section will constitute the Provider's exclusive remedy for any termination hereunder.

20. **Insurance.** Provider agrees to obtain and maintain in full force and effect during the term of this Contract the insurance policies set forth in **Exhibit A** "Insurance" and made a part of this Contract. 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. Provider agrees to provide District with copies of required policies upon request.

21. **Indemnification.** Provider will indemnify and hold District and its Governing Board members, administrators, employees, agents, volunteers and subcontractors (District Indemnitees) harmless against any and all liability, loss, damage and expense (including reasonable attorneys' fees) arising out of or relating to this Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by an act or omission of Provider, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding District and District Indemnitees). This indemnity will survive the termination of this Contract.

22. **Independent Contractor.** Nothing in this Contract will be construed to imply a joint venture, partnership, employer-employee or principal-agent relationship between the District and Provider. Provider will provide all services under this Contract as an independent contractor, and neither party will have the authority to bind or make any commitment on behalf of the other. Provider is responsible for providing its own salaries, payroll taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind as required by law for its own employees and assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this Contract. Nothing in this Contract will be deemed to create any association, partnership, joint venture or relationship of principal and agent, or employer and employee between the parties or any affiliates of the parties, or between the District and any individual assigned by Provider to perform any services for the District. If the District is held to be a partner, joint venturer, co-principal, employer or co-employer of Provider, Provider will indemnify and hold the District harmless from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the District as a result of that holding.

23. **Subcontracting.** Provider shall not subcontract services. If the Provider is unable to provide approved services, the Provider shall notify the District of the inability to provide services. The District shall work to reassign the students to a provider approved to work with Oxnard School District.

24. **Conflicts of Interest.** Provider will provide to District a copy of its current bylaws and a current list of its Board of Directors, if it is incorporated. Provider covenants that neither it, nor any officer or any member of its Board of Directors has or will acquire any interest, directly or indirectly, that would conflict in any manner with the interests of the District or that would in any way hinder Provider's performance of services under this Contract.

Provider further covenants that in the performance of this Contract, no person having any such interest will be employed by it as an officer, employee, agent or subcontractor without the express written consent of the District.

a. Provider will not conduct or solicit any non-District business while on District property or time.

b. Provider will also take all necessary steps to avoid the appearance of a conflict of interest and will have a duty to disclose to the District prior to entering into this Contract any and all circumstances existing at such time which pose a potential conflict of interest.

c. Bylaws of the District's Governing Board 9270 BB and 9270(BB)E as hereinafter amended or renumber, require that a consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Provider represents that it has received and reviews a copy of these Governing Board bylaws and that it  does  does not qualify as a "designated employee".

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

d. Provider agrees to notify the Educational Services Department, in writing, if Provider believes that it is a "designated employee" and should be filing financial interest disclosures, but has not been required to do so by the District.

e. Should a conflict of interest issue arise, Provider agrees to fully cooperate in any inquiry and to provide the District with all documents or other information reasonably necessary to enable the District to determine whether or not a conflict of interest existed or exists. Failure to comply with the provisions of this section will constitute grounds for immediate termination of this Contract, in addition to whatever other remedies the District may have.

**25. Miscellaneous.**

**a. Press Releases and Marketing.** Provider represents that it will not publish or cause to be disseminated through any press release, public statement or marketing or selling effort any information which is related to this Contract or the services provided hereunder without prior written approval of District

**b. Severability Clause.** If any provision of this Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Contract will be severable and remain in effect.

**c. Notices.** Notices required under this Contract will be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

**For the District:** Anna Thomas, Director  
Oxnard School District  
Office of Curriculum, State and Federal Programs, Division of  
Educational Services  
1051 South "A" Street  
Oxnard School District  
Oxnard, CA 93030

**For Provider:** A+ Educational Centers  
29752 Baden Place  
Malibu, CA 90265

**d. Successors and Assignees.** This Contract binds Provider's successors and assignees.

**e. Governing Law.** The laws of the State of California will govern the terms and conditions of this Contract with venue in Ventura County, California.

**f. Arbitration.** The parties agree to settle any controversy or claim or dispute arising out of or relating to this Contract by arbitration conducted by a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association, in a hearing locale in Ventura County, California. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator must be an active member of the California State Bar or a retired judge of the state or federal judiciary of California. Each party will bear its own costs and expenses associated with the arbitration. The arbitrator's fees and the administrative fees of the arbitration will be shared equally among the parties. Any party who fails or refuses to submit to arbitration will bear all costs and expenses incurred by such other party in compelling arbitration of any controversy, claim, or dispute.

**g. Integration.** This Contract and all attachments and amendments thereto including each SLP, the Provider's approved SES Provider application, a copy of the Provider's annual SES Accountability Report that was submitted to CDE by October 1, 2015, the Provider's SES Program Description and the Educational Services Department's policies and procedures constitute the entire agreement between District and Provider. This Contract supersedes any prior or contemporaneous written or oral understanding or agreement. No amendment to this Contract will be valid unless contained in a writing signed by both parties. Notwithstanding the foregoing sentence, District may modify or amend this Contract without Provider's consent to conform to federal and state laws and regulations.

**A+ EDUCATIONAL CENTERS:**

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

\_\_\_\_\_  
*Typed Name & Title of Authorized Representative*

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

**OXNARD SCHOOL DISTRICT:**

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

Lisa A. Franz, Director, Purchasing  
*Typed Name and Title*

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

## EXHIBIT A

### INSURANCE

I. Insurance Requirements. Provider 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 Provider, 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. Provider 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 one million dollars (\$1,000,000) combined single limit, bodily injury, personal injury and property damage liability per occurrence, in a form acceptable to the District.

(2) Comprehensive general and auto liability insurance with limits of not less than one million dollars (\$1,000,000) per accident for bodily injury and property damage per occurrence. A combined single limit policy with aggregate limits in an amount of not less than two million dollars (\$2,000,000) shall be considered equivalent to the said required minimum limit.

(3) Insurance Coverage shall 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 Provider's profession. This coverage may be written on a "claims made" basis and must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for at least 3 consecutive years following the later of the completion of the Services or the termination of this Agreement.

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

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

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

B. General Liability and Automobile Liability Coverages.

(1) District, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Provider performs; products and completed operations of Provider; premises owned, occupied or used by Provider ; or automobiles owned, leased, hired or borrowed by Provider. 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 Provider's insurance.

(3) Provider'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. Provider 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 Provider 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, Provider shall furnish certificates and endorsements from each subcontractor identical to those Provider 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 Provider 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 Provider's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.



**EXHIBIT B**

**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 Provider under the Contract to which this Exhibit B is attached  constitute  do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Provider, **A+ Educational Centers**, who will provide Services under the Contract,  is  is not subject to disclosure obligations.

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

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

Lisa A. Franz  
Director, Purchasing



Policy Number:

Date Entered: 03/01/2015

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/3/2015

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 <b>JOANNE LINDSEY INSURANCE SERVICES</b> 26893 BOUQUET CANYON ROAD, SUITE C197 National Producer Code 2713487 SANTA CLARITA, CA 91350	CONTACT NAME:	
	PHONE (A/C, No, Ext): (800) 244-9202	FAX (A/C, No): (661) 297-1437
	E-MAIL ADDRESS: lindseyinsbrkr@socal.rr.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED <b>A+EDUCATIONAL CENTERS</b> dba: A+ CAT (Computer Assisted Tutori 29752 Baden Place Malibu, CA 90265	INSURER A: PHILADELPHIA INDEMNITY INSURANCE COMPANY 1058	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		<input checked="" type="checkbox"/>	PHPK1292232	3/24/2015	3/24/2016	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		<input checked="" type="checkbox"/>	PHPK1292232	3/24/2015	3/24/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
A							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10,000		<input checked="" type="checkbox"/>	PHUB489364	3/24/2015	3/24/2016	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	PROFESSIONAL LIABILITY		<input checked="" type="checkbox"/>	PHPK1292232	03/24/2015	03/24/2016	\$1,000,000	\$3,000,000
A	ABUSE & MOLESTATION		<input checked="" type="checkbox"/>	PHPK1292232	03/24/2015	03/24/2016	\$1,000,000	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED ( SEE ENDORSEMENT ATTACHED)  
30 day written notice of cancellation or reduction in coverage

### CERTIFICATE HOLDER

### CANCELLATION

OXNARD SCHOOL DISTRICT 1051 SOUTH "A" STREET OXNARD, CA 93030	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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ACORD 25 (2014/01)

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Policy Number: PHPK1292232

General Liability

A+ EDUCATIONAL CENTERS, A+ CAT, (COMPUTER ASSISTED TUTORING)

**THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY**

**ADDITIONAL INSUED—OWNERS, LESSEES OR CONTRACTORS  
(WITH OPTIONAL COVERAGE PROVISIONS)**

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**NAME OF PERSON OR ORGANIZATION:**

**OXNARD SCHOOL DISTRICT  
1051 SOUTH "A" STREET  
OXNARD, CA 93030**

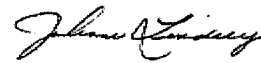
(If no entry appears above, information require to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

Who is insured (Section II) is amended to included as an insured the person or organization shown in the schedule, but only to the extent the additional insured is held liable for the Named Insured's negligent acts or omissions arising from occurrence directly caused by and while in the course of the Named Insured's ongoing operations performed for that additional insured.

Optional Coverage Provisions applicable to the above. The selected option(s) is designated by a mark in the box on the left of the option.

- OPTION A. The insurance provided by the endorsement shall be primary, but only in the event of the Named Insured's sole negligence.
- OPTION B. The insurance provided by this endorsement shall be primary and noncontributory, but only in the event of the Named Insured's sole negligence.
- X- OPTION C. The insurance provided by this endorsement is amended to include any person or organization that the named Insured has agreed and/or is required by contract to name as an additional insured, per schedule on file with Company.

Additional Premium \$ Incl. \_\_\_\_\_.



\_\_\_\_\_  
Authorized Representative      10/14/2015  
JoAnne Lindsey                      Date

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GLS-210a (4-99)



**OXNARD SCHOOL DISTRICT**  
**NO CHILD LEFT BEHIND – TITLE I**  
**2015-2016**



**Agreement #15-142**

**SUPPLEMENTAL EDUCATIONAL SERVICES (SES) PROVIDER and**  
**OXNARD SCHOOL DISTRICT (OSD)**

This Supplemental Educational Services (SES) Provider/District Contract (“Contract”) is made by and between the Oxnard School District (“District”) and A Better Tomorrow Education (“Provider”).

**1. Purpose.** This Contract is entered into for the purpose of providing supplemental educational services (“SES”) to eligible District students whose parents choose Provider pursuant to pertinent provisions of the federal *No Child Left Behind Act* (20 U.S.C. Section 6301 et seq.). “Eligible students” are those students identified by the District who meet specific income and achievement requirements under Title I. This Contract does not commit the District to pay for SES provided to any District students, or the Provider to provide any such SES, unless and until an authorized representative of the Educational Services Department approves the provision of SES by Provider.

**2. Term.** The term of this Contract begins on December 10, 2015 and ends on May 30, 2016 (“Term”).

**3. Assignment of Students.** Students will be assigned in accordance with student eligibility, based on academic need, and parents’ first choice preference of SES provider. When SES requests for services exceed the funding allocation, students will be assigned in accordance with student eligibility and priority as established by Oxnard School District. A waiting list will be maintained.

**4. Definitions.** For purposes of this Contract, the following terms will have the meaning set forth below:

“Incentive” means any up-front monetary or material gifts valued at more than \$2.00 given to parents or students to encourage them to choose a specific provider to provide Supplemental Educational Services to their child and incentives valued at \$3.00 each or \$30.00 in the aggregate used within a provider’s program to encourage students to reach certain achievement or attendance levels after they have begun to provide services. Incentives may not include any food items. Any incentives distributed at provider fairs must be cleared by the District with an itemized receipt and description of items delivered to the district no later than one (1) day before the provider fair.

“Qualified” means that a person has met federal and state certification, licensing, registration or other comparable requirements (e.g., professional development, coursework completed, etc.) which apply to the area in which he or she is providing Supplemental

Educational Services, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements and adheres to the standards of professional practice established in federal and state law or regulation. Nothing in this definition shall be construed as restricting the activities of a graduate needing direct hours leading to licensure or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university.

“Parent” means the natural parent, adoptive parent, parent surrogate, legal guardian or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction.

“Supplemental Educational Services” means “tutoring and other supplemental academic enrichment services that are in addition to instruction provided during the school day and are of high quality, research-based, and specifically designed to increase the academic achievement of eligible children” on California’s statewide assessments and assist the children in meeting California’s core academic content standards/Common Core State Standards. 20 U.S.C. Section 6316(e)(12)(C).

## **5. Program Description**

**a. General Program of Instruction.** Provider will provide the District with a written summary of its general program of instruction (“SES Program Description”) for inclusion in the materials to be used by the District to inform parents about SES services available to eligible students. The total number of minutes per day provided by Provider will be specified in the SES Program Description and all instruction must be provided outside the normal school day. Provider’s SES Program Description will be approved by the District, attached to and become a part of this Contract prior to enrollment of District students in Provider’s program. Provider will provide the District with a copy of its CDE approved SES application and its annual SES accountability report. Provider will complete all hours of service within three months of student assignment.

**b. Student Learning Plan.** Upon acceptance of a District student, the Provider will submit to the District a Student Learning Plan (“SLP”) as specified by the Educational Services Department for each District student to be served by Provider. The SLP must include: (1) the specific achievement goals for the student, developed in consultation with the student’s parents and the provider; (2) a description of how the student’s progress will be measured and how the student’s parents and teachers will be regularly informed of that progress; (3) a timetable for improving the student’s achievement; and (4) the parent’s signature. Changes in any student’s SLP may only be made with the written consent of the District in consultation with the student’s parents. Provider, the District or the parents may request a review of a student’s SLP at any time. Unless otherwise agreed in writing, through submission of the SLP form, Provider agrees to provide all services specified in the student’s SLP.

### **c. Timeline for Initiation of Services.**

(i) Within one week of receiving the First Batch Assignment of students for tutoring from the District, Provider will acknowledge availability and preparedness to begin providing services to students from the First Batch. Provider’s acknowledgement will include the names of all tutors and certification of their Fingerprint Clearance and TB Test.

(ii) The SLP must be executed within 15 days of receipt of a District student's enrollment, but in no case later than January 29, 2016, unless a different time frame is agreed to by the Provider and the District's Educational Services Department. The District shall reassign students for whom a SLP is not received in accordance with the above noted timeline.

(iii) Provider will submit the first invoice to the District by or before **February 15, 2016**. **Provider may NOT bill for pretest assessment.**

(iv) Provider will have three months from receipt of the First Batch Assignment to complete tutoring. All invoicing for the First Batch Assignment must be submitted no later than **March 21, 2016**.

(v) If tutoring services have not been provided by the due date of the first invoice (**February 15, 2016**) the District shall re-assign students who have not been provided tutoring services.

**d. Provision of Services at No Charge to Parents.** Unless otherwise agreed to in writing between Provider and the District, Provider is responsible for the provision of all appropriate supplies, equipment, assessments, and/or facilities for students served under this Contract, as specified in the SES Program Description and the student's SLP. Provider will make no charge of any kind to parents for Supplemental Educational Services as specified in the student's SLP (including, but not limited to, screenings, District designated and other assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Contract). Online companies will outline the provider's technology support offered to families.

**e. Records of Attendance.** Provider shall maintain daily records of student attendance and services provided, including the name/address of student, the name of Provider's employee who rendered the service, and the tutoring time allocated for the services provided. Provider shall permit access to and/or a copy of such records to the District upon request.

**f. Student Progress Reports.** Provider will provide to parents, each student's home school, and the Educational Services Department two written progress reports/report cards in writing and in a language that parents can understand, pursuant to the requirements specified by the Educational Services Department. A copy of the progress reports/report cards will be maintained at the Provider's place of business and made available upon request of the District or the student's parent(s). The first progress report will be completed after the first half of the Provider's total tutoring hours have been completed and will be provided to parents, each student's home school with an introductory cover sheet, and the Educational Services Department within five business days. The second (End of Service Report) required progress report will be completed after the total service hours have been delivered and prior to the final invoice or March 21, 2016 (whichever comes first).

**g. End of Service Reports.** Provider will provide to parents, each student's home school, and the Educational Services Department, a written End of Service Report before or at the time of final invoicing describing the student's progress or accomplishments upon the termination or completion of the services. The End of the School Year Report will include the following: (1) Pre-Test administered and student score; (2) the student's attendance report; and (3) Post-Test administered and student score. Final invoice will not be paid until the end of service report is received.

**h. Student Change of Enrollment.** If a student changes his/her enrollment to a school outside of the District's service boundaries or school whose students are not eligible for Supplemental Educational Services under the *No Child Left Behind* Act, the District will not be responsible for the costs of services delivered after the student's change of enrollment.

**i. Withdrawal of Students from Program.** Provider will report, by telephone and in writing by email, to the Educational Services Department when a District student is withdrawn by a parent from services. Provider shall provide notice of withdrawal **within 48 hours**.

**j. Parent Access and Complaints.** Provider will provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, and meeting rooms. Provider will comply with any known court orders regarding parental visits and access to students. Provider will maintain and adhere to its own written procedures for responding to parent complaints. Provider will provide documentation of these procedures to the Educational Services Department no later than the date that this Contract is signed.

**k. Services on District Campuses.** Provider will not provide services on the District's public school campuses unless, at its discretion, the District approves such use under specific guidelines to be determined by the District. If Provider is permitted access to public school campuses, Provider will comply with Penal Code Section 627.1 *et. seq.*, and District and school procedures regarding visitors to school campuses. Provider will be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on public school campuses, and may not use the District's supplies, copiers, etc. If Provider's access to a District campus is pursuant to a lease or other document, Provider will comply with all District requirements and policies regarding the leasing of facilities from the District.

**l. General Requirements.** Provider shall have participated in all District coordinated meetings and/or fairs to be eligible to provide services. Additionally, providers shall abide by all criteria set forth in informational meetings and/or fairs in order to provide SES to District students.

**m. Equal Distribution of hours per pupil.** Tutoring will be completed within **three (3) months** of the company receiving assignment of student(s). The Educational Services Department will approve the SLP's and communicate approval via written notice and/or e-mail. The number of hours indicated in the SLP should be evenly distributed over the **three month** period (e.g. all tutoring hours should not be completed in one month's time).

**6. Certification/Approval.** Provider shall be certified or otherwise approved by the California Department of Education ("CDE") as a SES provider. A current copy of Provider's approved application and SES provider certification approval must be provided to the District on or before the date this Contract is executed by Provider. Provider will also provide the District with its most recent SES provider application approved by the California Department of Education (CDE) on or before the date this Contract is executed. This Contract will be null and void if such certification approval expires, or is revoked, rescinded or otherwise nullified during

the Term of this Contract. Provider will provide the District its most recent annual SES Accountability Report on or before October 15, 2015.

**7. Fingerprints/Clearance Requirements.** Provider will comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, California Code of Regulations section 13075(J) including, but not limited to: obtaining clearance from the California Department of Justice (hereinafter referred to as “CDOJ”) and TB clearance for Provider’s employees, and volunteers, and contractors prior to providing service to any District student unless Provider determines that the employees, volunteers, and contractors will have no physical contact with District students. Such CDOJ clearance must include a determination that any such person has not been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the such person’s conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 4423 (i) or (j). In addition, Provider will make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2 with respect to each such person. Provider will certify in writing to District that Provider has at all times complied with this Section of the Contract. Clearance certification must be submitted to the Educational Services Department prior to program implementation. Provider must submit clearance information to the Office of Curriculum, State and Federal Programs with each monthly invoice and note personnel changes that effect the provision of SES.

**8. Staff Qualifications.** Provider will ensure that all individuals employed, contracted, or otherwise hired by Provider to provide instruction or related services are qualified in the area in which the individuals are providing such instruction or services. Provider will comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision. Provider will deliver designated instruction and services utilizing personnel who possess a license issued by an appropriate licensing agency authorizing the licensee to provide the specific service, or possess a credential authorizing the service or are otherwise qualified to provide the service. Before the start of service, Provider will submit to District a staff list, and all current licenses, credentials, permits or other documents (e.g., proof of professional development or coursework completed, etc.) which entitle the holder to provide SES. Provider will provide to District updated information regarding the status of licenses, credentials, permits or other relevant documents each month during the Term.

**9. Staff Absence.** If Provider’s assigned service provider is absent, Provider will provide a qualified (as defined in section 4 and as determined by District) substitute. The District will not pay for services unless a qualified substitute is provided or Provider provides documentation evidencing the provision of “make-up” services by a qualified service provider.

**10. Record Keeping/Confidentiality.**

**a. Maintenance of Records.** All records will be maintained by Provider as required by state and federal laws and regulations. Notwithstanding the foregoing, Provider will maintain all material records relating to this Contract and to its SES services in the District for at least five (5) years after the termination of this Contract and such records will be available for audit by the District. For purposes of this Contract, “material records” includes, without limitation: pupil records as defined by California Education Code sections 49061(b);



registers and roll books of teachers and/or daily service providers; daily service logs and other documents used to record the provision of services, including SLPs; staff lists specifying credentials held and documents evidencing other staff qualifications, dates of hire and dates of termination; transportation and other related services subcontracts; liability and worker's compensation insurance policies; Supplemental Educational Services agency certifications; statements of income and expenses; and general ledgers and supporting documents.

**b. Pupil Records.** Provider will maintain all pupil records in a secure location to ensure confidentiality and will prevent unauthorized access. Provider will not disclose the identity of any student eligible for, or receiving, SES to any third party, nor will Provider forward any student record to any other person other than the parents or the District, without the written permission of the parents of such student. Provider will maintain a current list of the names and positions of Provider's employees who have access to confidential records. Provider will maintain an access log for each student's record which lists all persons, agencies or organizations requesting or receiving information from the record. Such log will be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation and date/time of access for each individual requesting or receiving information from the student's record. Such log may not record access to the student's records by: (i) the student's parent; (ii) an individual to whom written consent has been executed by the student's parent; or (iii) employees of the District or Provider having a legitimate educational interest in requesting or receiving information from the record. For purposes of this paragraph, "employees of the District or Provider" do not include subcontractors. Provider will grant access to pupil records and comply with all requests for copies of pupil records as required by state and federal laws and regulations.

**c. Delivery of Records to District.** At the conclusion of the performance of this Contract (or upon completion of services to any particular student), Provider will turn over to the District, all pupil records for the District's students to whom Provider has provided services under this Contract. At the conclusion of the performance of this Contract and upon the written request of the District, Provider will return to District all written materials constituting or incorporating any communications or information obtained from the District.

**d. Survival.** Provider's obligations under this Section 9 will survive cancellation, termination or expiration of this Contract.

## **11. Monitoring.**

**a. Access by District.** Provider will notify the District of the location and/or any change in location at which it is providing services to the District's eligible students. Provider will allow access by District to its facilities for periodic monitoring of each District student's instructional program and will be invited to participate in the review of each student's progress. District will have access to observe each District student at work, observe the instructional setting, interview Provider, and review each District student's records and progress. Such access will include unannounced monitoring visits.

**b. Reports.** Provider will provide the District served with an end-of-the-year report summarizing total student progress (aggregate), as well as disaggregated data by gender, ethnicity, grade level, language fluency and number of tutoring sessions provided. This end-of-the-year report will be due the District no later than **June 15, 2016.**

c. **Reviews.** Provider will participate in an annual review process as deemed appropriate by District. This review will address, among other things, programmatic aspects of the Provider, compliance with relevant state and federal regulations, assessments of District students, District student achievement growth, and Contract compliance. Provider will participate in any reviews, including without limitation, self-reviews as required by law.

d. **Program Audits.** Provider understands that the District reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

e. **Financial Audits.** The District will have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Contract. Provider will make available to District all budgetary information including operating budgets submitted by Provider to District for the relevant contract period being audited. Provider will make such evidence and documents available at the office of District or Provider's offices (as specified by District) at all reasonable times and without charge within five days of a written request from District. Provider will, at no cost to District, provide assistance for such examination or audit.

## 12. Compliance with Laws, Regulations and Policies.

a. **General.** During the term of this Contract, unless otherwise agreed, Provider will comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations, including but not limited to applicable health, safety, and civil rights laws. Provider will also comply with all District policies and regulations unless Provider determines, taking into consideration all of the surrounding facts and circumstances, that a policy or a portion thereof does not reasonably apply to Provider. Provider hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with applicable laws, regulations and District policies and will indemnify the District under the provisions of Section 17 of this Contract for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of Provider's noncompliance.

b. **Incident/Accident Reporting.** Provider will submit a written accident report to the District within 24 hours of any accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

c. **Child Abuse Reporting.** Provider hereby agrees that all staff members, including volunteers, are familiar with and agree to child abuse and missing children reporting obligations and procedures under California law, including but not limited to, California Education Code Section 49370 and California Penal Code section 11166, *et seq.* Provider must develop and maintain a written child abuse reporting procedure and provide an annual training to all its employees regarding mandated reporting of child abuse and missing children. Provider agrees that all staff members will abide by such laws in a timely manner.

d. **Discrimination.** Provider will not discriminate on the basis of race, religion, sex, national origin, age, disability or sexual orientation in employment or operation of its program.

**13. Enrollment, Contracting, Attendance Reporting and Billing Procedures.**

**a. Compliance with District Procedures.** Provider will comply with all procedures concerning enrollment, contracting, attendance reporting, and billing as specified by the Educational Services Department.

**b. Hourly Rate.** Provider will specify one hourly rate for SES services to students. Based upon this hourly rate, Provider will specify the maximum number of hours of service to be provided for each District student. If the California Department of Education per-pupil rate for SES increases or decreases for the District, Provider will amend their hourly rate and/or number of hours of service to reflect the change.

**c. Attendance Records.** Provider will maintain separate registers for each District student that describe the services provided. Original attendance forms (i.e., daily service logs and notes) will be completed by the actual service provider whose signature will appear on such forms and will be available for review, inspection, or audit by District during the Term and for a period of five (5) years thereafter. Provider will verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

**d. Invoices.** Prior to invoicing for first payment, but no later than submitting the invoice for first payment, Provider must have submitted the SLP for each student to the District. Payment for services requires the plan. Hours submitted without a plan will not be paid. All other required documents stipulated in this contract must be received by the Office of Curriculum, State and Federal Programs prior to or by first invoicing. Monthly invoices will be itemized by name and address of student, service provided, student attendance verified by parent in writing (initialed and with signature), and amount billed. Parent signature and verification (initials for service dates) are required for invoicing. Such invoices/attendance forms shall be submitted within thirty (30) days of the rendering of services. A copy of the invoice/attendance form to be used shall be provided by the District with this contract, as set forth in Exhibit C. District will not pay invoices/bills received over 30 days after the end of each month.

Provider will receive compensation only for sessions attended by District students and Supplemental Educational Services actually provided to District students. Provider will not receive compensation for District student absences. Total per student expenditures cannot exceed one and a half hours per day, three hours per week, or twelve (12) hours per month. Invoice and related documents will be submitted on a form and in the manner prescribed by District. District will make payment to Provider based on the number of billable days of attendance and hours of service at rates specified in this Contract. Payment will be within forty-five (45) days after District's receipt of invoices prepared and submitted as specified by the Educational Services Department. Provider will correct deficiencies and submit rebilling invoices no later than thirty (30) days after the invoice is returned by District. District will pay properly submitted re-billing invoices not later than forty-five (45) days after the date a completely corrected re-billing invoice is received by District.

Pre-assessment (or initial assessment) hours will not be included in any invoices. A maximum of one-hour for post assessment at the conclusion of tutoring will be permitted for billing.

e. **Final Invoice.** Final invoices must be received by District no later than June 15, 2016. All tutoring must be completed by May 30, 2016

f. **Payments by Other Agencies.** Provider will notify District when any other agency is billed for the costs associated with the provision of Supplemental Educational Services to District students. Upon request, Provider will provide to District any and all documentation regarding reports, billing, or payments by any agency for the costs associated with the provision of Supplemental Educational Services to District students.

14. **Monthly Invoices.** Provider shall submit monthly invoices to the District, itemized by the name/address of the student, service provided and actual number of hours for which services were provided, and amount owed. Invoices shall be submitted within thirty (30) days of the date of service.

**Each month a list of students who have not received services for any reason must be expressly reported to the District. The list of students who have not received services should be provided along with the monthly invoice.**

15. **Payment.** Upon proper monthly invoicing, District agrees to pay Provider for services performed during the term of this Agreement not to exceed \$894.26 per student served. The District shall pay Provider at the maximum rate of \$36.50 per hour (as listed in the CDE approved Provider Application).

15. **Right to Withhold Payment.**

a. **Bases for Withholding.** District may withhold payment to Provider when: (i) Provider has failed to perform, in whole or in part, under the terms of this Contract, or the SLP; (ii) Provider was overpaid by District as determined by inspection, review, or audit of Provider's program, work, or records; (iii) education or related services are provided to District students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (iv) District has not received prior to the end of the Term, all documents concerning one or more District students enrolled in Provider's educational program; or (v) Provider receives payment from another agency or funding source for a service provided to a District student.

b. **Notice and Opportunity to Cure.** If District determines that cause exists to withhold payment to Provider, District shall, within 10 days of this determination, provide to Provider written notice that District is withholding payment. The notice will describe the reasons for the withholding. Such notice will specify the basis or bases for District's withholding payment and the amount to be withheld. Within 14 days from the date of receipt of such notice, Provider will take all necessary and appropriate action to correct the deficiencies that form the basis for District's withholding payment or submit a written request for extension to correct the deficiencies. If the basis for withholding is not cured within the approved time period, payment will be denied.

17. **Incentives.** The Provider will not provide any up-front incentive valued at over \$2.00 per student to parents or students to encourage signing up for Provider's services or to encourage any other student or parent to sign up for Provider's services. Items such as pencils, pens, magnets, etcetera, are acceptable. Food items are not permitted. In any marketing information or other explanation, either verbally and in writing, and in the delivery of services, Provider may not offer to parents or students incentives valued at more than \$3.00 each or

\$30.00 in the aggregate per student as achievement or attendance incentives once the student has signed up for Provider's services. Provider may not offer any incentive or payment of any amount to any District personnel employed by one of the SES eligible schools for helping Provider to recruit parents and students to sign-up for Provider's Supplemental Educational Services.

**18. Recruitment:** Recruiting. The provider shall not recruit on any school or district property. The provider shall not fill in the tutoring application for any family. The provider shall not identify themselves as employed by or working with Oxnard School District or any School. Approved providers will be provided a "Provider Recruitment Application" and allowed a 48 hour opportunity to recruit with said application. No provider shall recruit with any application prior to the 48 hour opportunity with the "Provider Recruitment Application". Any violation of these recruiting terms shall be grounds to be terminated from providing SES in Oxnard School District.

**19. Termination.**

**a. Without Cause.** This Contract may be terminated by the District or the Provider at any time. Provider's exercise of its right to terminate this Contract will not alleviate its responsibilities to complete any existing SLPs. To terminate this Contract, either party will give 20 calendar days written notice prior to the date of termination. Upon termination, without default of Provider, the District will pay, without duplication, for all services satisfactorily performed to the date of termination. In consideration of this payment, Provider waives all rights to any further payment of damage. Under no circumstances will Provider be entitled to anticipatory, lost profits or consequential damages as a result of termination under this section.

**b. For Cause.**

**(i)** The District may, by written notice to the Provider, terminate this Contract in whole or in part at any time because of the failure of the Provider to fulfill its contractual obligations and the District may, in its sole discretion, provide Provider with a reasonable period within which to cure the default. Upon receipt of such notice, the Provider will (A) immediately discontinue all services affected (unless the notice directs otherwise) and (B) deliver to the District all information and material as may have been involved in the provision of services whether provided by the District or generated by the Provider in the performance of this Contract, whether completed or in process (unless the notice directs otherwise). Termination of this Contract will be as of the date of receipt by the Provider of such notice.

**(ii)** If the termination is due to the failure of the Provider to fulfill its contractual obligations, the District may take over the services and complete the services by contract or otherwise. Provider will be liable for the reasonable costs and expenses related to the transfer of District students to another provider.

**(iii)** If, after the notice of termination for failure to fulfill contract obligations, it is determined that the Provider has not so failed, the termination will be deemed to have been effected without cause pursuant to 15(a) above.

(iv) Provider will not be entitled to anticipatory, lost profits or consequential damages as a result of any termination under this section. Payments to the Provider in accordance with this section will constitute the Provider's exclusive remedy for any termination hereunder.

20. **Insurance.** Provider agrees to obtain and maintain in full force and effect during the term of this Contract the insurance policies set forth in **Exhibit A** "Insurance" and made a part of this Contract. 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. Provider agrees to provide District with copies of required policies upon request.

21. **Indemnification.** Provider will indemnify and hold District and its Governing Board members, administrators, employees, agents, volunteers and subcontractors (District Indemnitees) harmless against any and all liability, loss, damage and expense (including reasonable attorneys' fees) arising out of or relating to this Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by an act or omission of Provider, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding District and District Indemnitees). This indemnity will survive the termination of this Contract.

22. **Independent Contractor.** Nothing in this Contract will be construed to imply a joint venture, partnership, employer-employee or principal-agent relationship between the District and Provider. Provider will provide all services under this Contract as an independent contractor, and neither party will have the authority to bind or make any commitment on behalf of the other. Provider is responsible for providing its own salaries, payroll taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind as required by law for its own employees and assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this Contract. Nothing in this Contract will be deemed to create any association, partnership, joint venture or relationship of principal and agent, or employer and employee between the parties or any affiliates of the parties, or between the District and any individual assigned by Provider to perform any services for the District. If the District is held to be a partner, joint venturer, co-principal, employer or co-employer of Provider, Provider will indemnify and hold the District harmless from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the District as a result of that holding.

23. **Subcontracting.** Provider shall not subcontract services. If the Provider is unable to provide approved services, the Provider shall notify the District of the inability to provide services. The District shall work to reassign the students to a provider approved to work with Oxnard School District.

24. **Conflicts of Interest.** Provider will provide to District a copy of its current bylaws and a current list of its Board of Directors, if it is incorporated. Provider covenants that neither it, nor any officer or any member of its Board of Directors has or will acquire any interest, directly or indirectly, that would conflict in any manner with the interests of the District or that would in any way hinder Provider's performance of services under this Contract.

Provider further covenants that in the performance of this Contract, no person having any such interest will be employed by it as an officer, employee, agent or subcontractor without the express written consent of the District.

a. Provider will not conduct or solicit any non-District business while on District property or time.

b. Provider will also take all necessary steps to avoid the appearance of a conflict of interest and will have a duty to disclose to the District prior to entering into this Contract any and all circumstances existing at such time which pose a potential conflict of interest.

c. Bylaws of the District's Governing Board 9270 BB and 9270(BB)E as hereinafter amended or renumber, require that a consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Provider represents that it has received and reviews a copy of these Governing Board bylaws and that it  does  does not qualify as a "designated employee".

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

d. Provider agrees to notify the Educational Services Department, in writing, if Provider believes that it is a "designated employee" and should be filing financial interest disclosures, but has not been required to do so by the District.

e. Should a conflict of interest issue arise, Provider agrees to fully cooperate in any inquiry and to provide the District with all documents or other information reasonably necessary to enable the District to determine whether or not a conflict of interest existed or exists. Failure to comply with the provisions of this section will constitute grounds for immediate termination of this Contract, in addition to whatever other remedies the District may have.

**25. Miscellaneous.**

**a. Press Releases and Marketing.** Provider represents that it will not publish or cause to be disseminated through any press release, public statement or marketing or selling effort any information which is related to this Contract or the services provided hereunder without prior written approval of District

**b. Severability Clause.** If any provision of this Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Contract will be severable and remain in effect.

**c. Notices.** Notices required under this Contract will be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

**For the District:** Anna Thomas, Director  
Oxnard School District  
Office of Curriculum, State and Federal Programs, Division of  
Educational Services  
1051 South "A" Street  
Oxnard School District  
Oxnard, CA 93030

**For Provider:** A Better Tomorrow Education  
14241 E. Firestone Blvd., Suite #200  
La Mirada, CA 90638

**d. Successors and Assignees.** This Contract binds Provider's successors and assignees.

**e. Governing Law.** The laws of the State of California will govern the terms and conditions of this Contract with venue in Ventura County, California.

**f. Arbitration.** The parties agree to settle any controversy or claim or dispute arising out of or relating to this Contract by arbitration conducted by a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association, in a hearing locale in Ventura County, California. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator must be an active member of the California State Bar or a retired judge of the state or federal judiciary of California. Each party will bear its own costs and expenses associated with the arbitration. The arbitrator's fees and the administrative fees of the arbitration will be shared equally among the parties. Any party who fails or refuses to submit to arbitration will bear all costs and expenses incurred by such other party in compelling arbitration of any controversy, claim, or dispute.

**g. Integration.** This Contract and all attachments and amendments thereto including each SLP, the Provider's approved SES Provider application, a copy of the Provider's annual SES Accountability Report that was submitted to CDE by ***October 1, 2015***, the Provider's SES Program Description and the Educational Services Department's policies and procedures constitute the entire agreement between District and Provider. This Contract supersedes any prior or contemporaneous written or oral understanding or agreement. No amendment to this Contract will be valid unless contained in a writing signed by both parties. Notwithstanding the foregoing sentence, District may modify or amend this Contract without Provider's consent to conform to federal and state laws and regulations.

**A BETTER TOMORROW EDUCATION:**

**OXNARD SCHOOL DISTRICT:**

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

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

\_\_\_\_\_  
*Typed Name & Title of Authorized Representative*

Lisa A. Franz, Director, Purchasing  
*Typed Name and Title*

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

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



## EXHIBIT A

### INSURANCE

I. Insurance Requirements. Provider 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 Provider, 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. Provider 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 one million dollars (\$1,000,000) combined single limit, bodily injury, personal injury and property damage liability per occurrence, in a form acceptable to the District.

(2) Comprehensive general and auto liability insurance with limits of not less than one million dollars (\$1,000,000) per accident for bodily injury and property damage per occurrence. A combined single limit policy with aggregate limits in an amount of not less than two million dollars (\$2,000,000) shall be considered equivalent to the said required minimum limit.

(3) Insurance Coverage shall 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 Provider's profession. This coverage may be written on a "claims made" basis and must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for at least 3 consecutive years following the later of the completion of the Services or the termination of this Agreement.

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

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

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

B. General Liability and Automobile Liability Coverages.

(1) District, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Provider performs; products and completed operations of Provider; premises owned, occupied or used by Provider ; or automobiles owned, leased, hired or borrowed by Provider. 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 Provider's insurance.

(3) Provider'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. Provider 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 Provider 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, Provider shall furnish certificates and endorsements from each subcontractor identical to those Provider 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 Provider 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 Provider's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

**EXHIBIT B**

**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 Provider under the Contract to which this Exhibit B is attached  constitute  do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Provider, **A Better Tomorrow Education**, who will provide Services under the Contract,  is  is not subject to disclosure obligations.

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

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

Lisa A. Franz  
Director, Purchasing



Policy Number:

Date Entered: 09/15/2015

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/15/2015

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).

<b>PRODUCER</b> JOANNE LINDSEY INSURANCE SERVICES CMIS, Inc. 26893 BOUQUET CANYON ROAD, SUITE C197 SANTA CLARITA, CA 91350		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (800) 244-9202 FAX (A/C, No): (661) 297-1437 E-MAIL ADDRESS: lindseyinsbrkr@socal.rr.com	
<b>INSURED</b> A BETTER TOMORROW EDUCATION Mr. Hario Vasquez 14241 FIRESTONE Suite #200 LA MIRADA, CA 90638		<b>INSURER(S) AFFORDING COVERAGE</b>	
		INSURER A: PHILADELPHIA INDEMNITY INSURANCE CO.	NAIC # 18058
		INSURER B: FOREMOST SIGNATURE INSURANCE CO.	41513
		INSURER C: PHILADELPHIA INDEMNITY INSURANCE CO.	18058
		INSURER D:	
		INSURER E:	
		INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	PHPK1204856	8/15/2015	8/15/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	<input checked="" type="checkbox"/>	PHPK1204856	8/15/2015	8/15/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input checked="" type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/>	PHUB467490	8/15/2015	8/15/2016	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N/A	WC 04868081	8/15/2015	8/15/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	PROFESSIONAL LIABILITY	<input checked="" type="checkbox"/>	PHPK1204856	8/15/2015	8/15/2016	\$1,000,000 \$3,000,000
A	ABUSE & MOLESTATION	<input checked="" type="checkbox"/>	PHPK1204856	8/15/2015	8/15/2016	\$1,000,000 \$1,000,000
A	CRIME BOND	<input checked="" type="checkbox"/>	PHPK1204856	8/15/2015	8/15/2016	\$1,000,000 \$5,000 ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED. ( SEE ENDORSEMENT ATTACHED)**  
 30 Days Notice for cancellation, non-renewal or major coverage change.  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER TO THE LEFT.  
 The Excess/Umbrella policy extends the primary General Liability, Automobile Liability, Professional, Liability and Molestation Liability to meet your districts requirements under the Master contract to:\$2M/\$5M

<b>CERTIFICATE HOLDER</b> OXNARD SCHOOL DISTRICT 1051 SOUTH "A" STREET OXNARD, CA 93030	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  JOANNE LINDSEY
--	--

Policy Number: PHPK1204856

General Liability

**A BETTER TOMORROW EDUCATION**

**THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY**

**ADDITIONAL INSURED—OWNERS, LESSEES OR CONTRACTORS  
(WITH OPTIONAL COVERAGE PROVISIONS)**

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**NAME OF PERSON OR ORGANIZATION:**

**OXNARD SCHOOL DISTRICT ITS OFFICERS, AGENTS, DIRECTORS, EMPLOYEES, AND  
/OR VOLUNTEERS  
1051 SOUTH "A" STREET  
OXNARD, CA 93030**

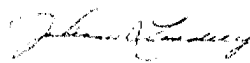
If no entry appears above, information require to complete this endorsement will be shown in the  
Declarations as applicable to this endorsement)

Who is insured (Section II) is amended to included as an insured the person or organization shown in the  
schedule, but only to the extent the additional insured is held liable for the Named Insured's negligent acts  
or omissions arising from occurrence directly caused by and while in the course of the Named Insured's  
ongoing operations performed for that additional insured.

Optional Coverage Provisions applicable to the above. The selected option(s) is designated by a mark in  
the box on the left of the option.

- OPTION A. The insurance provided by the endorsement shall be primary, but only in the event of the Named  
Insured's sole negligence.
- X-- OPTION B. The insurance provided by this endorsement shall be primary and noncontributory.
- X- OPTION C. The insurance provided by this endorsement is amended to include any person or organization that  
the named Insured has agreed and/or is required by contract to name as an additional insured, per  
schedule on file with Company.

Additional Premium \$ \_Incl. \_\_\_\_\_

  
\_\_\_\_\_  
Authorized Representative      9/16/2015  
JoAnne Lindsey                      Date

Policy Number: PHPK1204856

Automobile Liability

**A BETTER TOMORROW EDUCATION**

**THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY**

**ADDITIONAL INSURED—OWNERS, LESSEES OR CONTRACTORS  
(WITH OPTIONAL COVERAGE PROVISIONS)**

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL AUTOMOBILE LIABILITY COVERAGE PART

**SCHEDULE**

**NAME OF PERSON OR ORGANIZATION:**

**OXNARD SCHOOL DISTRICT ITS OFFICERS, AGENTS, DIRECTORS, EMPLOYEES, AND  
/OR VOLUNTEERS  
1051 SOUTH "A" STREET  
OXNARD, CA 93030**

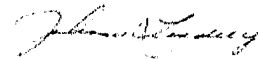
If no entry appears above, information require to complete this endorsement will be shown in the  
Declarations as applicable to this endorsement)

Who is insured (Section II) is amended to included as an insured the person or organization shown in the  
schedule, but only to the extent the additional insured is held liable for the Named Insured's negligent acts  
or omissions arising from occurrence directly caused by and while in the course of the Named Insured's  
ongoing operations performed for that additional insured.

Optional Coverage Provisions applicable to the above. The selected option(s) is designated by a mark in  
the box on the left of the option.

- OPTION A. The insurance provided by the endorsement shall be primary, but only in the event of the Named Insured's sole negligence.
- X-- OPTION B. The insurance provided by this endorsement shall be primary and noncontributory.
- X- OPTION C. The insurance provided by this endorsement is amended to include any person or organization that the named Insured has agreed and/or is required by contract to name as an additional insured, per schedule on file with Company.

Additional Premium \$ \_Incl. \_\_\_\_\_.



\_\_\_\_\_  
Authorized Representative      9/16/2015  
JoAnne Lindsey                      Date

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Copyright, Insurance Services, Office, Inc. 1998

**FOREMOST SIGNATURE INSURANCE COMPANY**

**Workers Compensation and Employers Liability Insurance Policy**

**Waiver of Our Right to Recover from Others Endorsement – California**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the schedule.

The additional premium for this endorsement shall be determined by multiplying the California workers' compensation premium due on such remuneration by the factor.

**Schedule**

Person or organization

Job Description

**OXNARD SCHOOL DISTRICT ITS OFFICERS, AGENTS, DIRECTORS, EMPLOYEES, AND /OR VOLUNTEERS  
1051 SOUTH "A" STREET  
OXNARD, CA 93030**

**Tutoring Agency**

**This Endorsement is subject to a minimum premium charge of: \$150.00**

Nothing in this endorsement shall vary, alter, waive or extend any of the terms, conditions, or limitations of this policy other than as stated above. Nothing elsewhere in this policy shall be held to vary, alter, waive or limit the terms, conditions, agreements or limitations of this endorsement.

This Endorsement when attached to Policy Number: WC 04868081

Issued to: **A BETTER TOMORROW EDUCATION**

Shall be valid and shall form part of the referenced policy. The effective date of this endorsement is: 08/15/2015

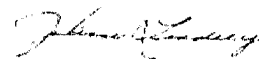
Endorsement No: 01

Date Issued: 08/15/2015

Producer Name: **JoAnne Lindsey Insurance Services Inc.**

Agency Name: **JoAnne Lindsey Insurance Services**  
26893 Bouquet Canyon Road, Ste. C197  
Santa Clarita, CA 91350

Additional Premium \$ \_Incl. \_\_\_\_\_



\_\_\_\_\_  
Authorized Representative      Date  
JoAnne Lindsey                      9/16/2015

**This endorsement, effective: 08/24/2015**  
**Forms a part of policy No: PHPK1204856**  
**Issued to: A BETTER TOMORROW EDUCATION**

**THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY**

**ADDITIONAL INSURED**

This endorsement modifies insurance provide under the following:

**COMMERICAL GENERAL LIABILITY AND  
PROFESSIONAL LAIBILITY POLICY**

In consideration of an additional premium (included) it is hereby agreed that the following is included as an Additional Insured as respect Coverage A and B but only as respects liability arising out of your work for the Additional Insured by or for you.

Additional Insured:

**OXNARD SCHOOL DISTRICT ITS OFFICERS, AGENTS, DIRECTORS, EMPLOYEES, AND /OR  
VOLUNTEERS  
1051 SOUTH "A" STREET  
OXNARD, CA 93030**

This does not apply to bodily injury or property damage arising out of the sole negligence or willful misconduct or, or for defect in design furnished by, the Additional Insured.

As respect the coverage afforded the Additional Insured, this insurance is primary and non-contributory and our obligations are not affected by any other insurance carried by such Additional insured whether primary, excess, contingent, or on any other basis.

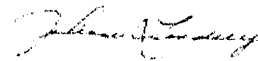
This endorsement does not increase the Company' limits of liability as specified in the Declaration of this policy.

**SEXUAL AND/OR PHYSICAL ABUSE LIMIT INCLUDED**

**\$1,000,000 PER OCCURRENCE, COMBINED SINGLE LIMIT**

**\$2,000,000 AGGREGATE LIMIT**

Additional Premium \$\_Incl. \_\_\_\_\_



\_\_\_\_\_  
Authorized Representative      Date  
JoAnne Lindsey

or countersignature (in state where applicable)

All other terms, conditions and exclusions shall remain the same.

90997 (04/06) C12791





**OXNARD SCHOOL DISTRICT**  
**NO CHILD LEFT BEHIND – TITLE I**  
**2015-2016**



**Agreement #15-143**

**SUPPLEMENTAL EDUCATIONAL SERVICES (SES) PROVIDER and**  
**OXNARD SCHOOL DISTRICT (OSD)**

This Supplemental Educational Services (SES) Provider/District Contract (“Contract”) is made by and between the Oxnard School District (“District”) and A Tree of Knowledge Educational Services Inc. (“Provider”).

**1. Purpose.** This Contract is entered into for the purpose of providing supplemental educational services (“SES”) to eligible District students whose parents choose Provider pursuant to pertinent provisions of the federal *No Child Left Behind Act* (20 U.S.C. Section 6301 et seq.). “Eligible students” are those students identified by the District who meet specific income and achievement requirements under Title I. This Contract does not commit the District to pay for SES provided to any District students, or the Provider to provide any such SES, unless and until an authorized representative of the Educational Services Department approves the provision of SES by Provider.

**2. Term.** The term of this Contract begins on December 10, 2015 and ends on May 30, 2016 (“Term”).

**3. Assignment of Students.** Students will be assigned in accordance with student eligibility, based on academic need, and parents’ first choice preference of SES provider. When SES requests for services exceed the funding allocation, students will be assigned in accordance with student eligibility and priority as established by Oxnard School District. A waiting list will be maintained.

**4. Definitions.** For purposes of this Contract, the following terms will have the meaning set forth below:

“Incentive” means any up-front monetary or material gifts valued at more than \$2.00 given to parents or students to encourage them to choose a specific provider to provide Supplemental Educational Services to their child and incentives valued at \$3.00 each or \$30.00 in the aggregate used within a provider’s program to encourage students to reach certain achievement or attendance levels after they have begun to provide services. Incentives may not include any food items. Any incentives distributed at provider fairs must be cleared by the District with an itemized receipt and description of items delivered to the district no later than one (1) day before the provider fair.

“Qualified” means that a person has met federal and state certification, licensing, registration or other comparable requirements (e.g., professional development, coursework completed, etc.) which apply to the area in which he or she is providing Supplemental

Educational Services, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements and adheres to the standards of professional practice established in federal and state law or regulation. Nothing in this definition shall be construed as restricting the activities of a graduate needing direct hours leading to licensure or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university.

“Parent” means the natural parent, adoptive parent, parent surrogate, legal guardian or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction.

“Supplemental Educational Services” means “tutoring and other supplemental academic enrichment services that are in addition to instruction provided during the school day and are of high quality, research-based, and specifically designed to increase the academic achievement of eligible children” on California’s statewide assessments and assist the children in meeting California’s core academic content standards/Common Core State Standards. 20 U.S.C. Section 6316(e)(12)(C).

## **5. Program Description**

**a. General Program of Instruction.** Provider will provide the District with a written summary of its general program of instruction (“SES Program Description”) for inclusion in the materials to be used by the District to inform parents about SES services available to eligible students. The total number of minutes per day provided by Provider will be specified in the SES Program Description and all instruction must be provided outside the normal school day. Provider’s SES Program Description will be approved by the District, attached to and become a part of this Contract prior to enrollment of District students in Provider’s program. Provider will provide the District with a copy of its CDE approved SES application and its annual SES accountability report. Provider will complete all hours of service within three months of student assignment.

**b. Student Learning Plan.** Upon acceptance of a District student, the Provider will submit to the District a Student Learning Plan (“SLP”) as specified by the Educational Services Department for each District student to be served by Provider. The SLP must include: (1) the specific achievement goals for the student, developed in consultation with the student’s parents and the provider; (2) a description of how the student’s progress will be measured and how the student’s parents and teachers will be regularly informed of that progress; (3) a timetable for improving the student’s achievement; and (4) the parent’s signature. Changes in any student’s SLP may only be made with the written consent of the District in consultation with the student’s parents. Provider, the District or the parents may request a review of a student’s SLP at any time. Unless otherwise agreed in writing, through submission of the SLP form, Provider agrees to provide all services specified in the student’s SLP.

### **c. Timeline for Initiation of Services.**

(i) Within one week of receiving the First Batch Assignment of students for tutoring from the District, Provider will acknowledge availability and preparedness to begin providing services to students from the First Batch. Provider’s acknowledgement will include the names of all tutors and certification of their Fingerprint Clearance and TB Test.

(ii) The SLP must be executed within 15 days of receipt of a District student's enrollment, but in no case later than January 29, 2016, unless a different time frame is agreed to by the Provider and the District's Educational Services Department. The District shall reassign students for whom a SLP is not received in accordance with the above noted timeline.

(iii) Provider will submit the first invoice to the District by or before **February 15, 2016**. **Provider may NOT bill for pretest assessment.**

(iv) Provider will have three months from receipt of the First Batch Assignment to complete tutoring. All invoicing for the First Batch Assignment must be submitted no later than **March 21, 2016**.

(v) If tutoring services have not been provided by the due date of the first invoice (**February 15, 2016**) the District shall re-assign students who have not been provided tutoring services.

**d. Provision of Services at No Charge to Parents.** Unless otherwise agreed to in writing between Provider and the District, Provider is responsible for the provision of all appropriate supplies, equipment, assessments, and/or facilities for students served under this Contract, as specified in the SES Program Description and the student's SLP. Provider will make no charge of any kind to parents for Supplemental Educational Services as specified in the student's SLP (including, but not limited to, screenings, District designated and other assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Contract). Online companies will outline the provider's technology support offered to families.

**e. Records of Attendance.** Provider shall maintain daily records of student attendance and services provided, including the name/address of student, the name of Provider's employee who rendered the service, and the tutoring time allocated for the services provided. Provider shall permit access to and/or a copy of such records to the District upon request.

**f. Student Progress Reports.** Provider will provide to parents, each student's home school, and the Educational Services Department two written progress reports/report cards in writing and in a language that parents can understand, pursuant to the requirements specified by the Educational Services Department. A copy of the progress reports/report cards will be maintained at the Provider's place of business and made available upon request of the District or the student's parent(s). The first progress report will be completed after the first half of the Provider's total tutoring hours have been completed and will be provided to parents, each student's home school with an introductory cover sheet, and the Educational Services Department within five business days. The second (End of Service Report) required progress report will be completed after the total service hours have been delivered and prior to the final invoice or March 21, 2016 (whichever comes first).

**g. End of Service Reports.** Provider will provide to parents, each student's home school, and the Educational Services Department, a written End of Service Report before or at the time of final invoicing describing the student's progress or accomplishments upon the termination or completion of the services. The End of the School Year Report will include the following: (1) Pre-Test administered and student score; (2) the student's attendance report; and (3) Post-Test administered and student score. Final invoice will not be paid until the end of service report is received.

**h. Student Change of Enrollment.** If a student changes his/her enrollment to a school outside of the District's service boundaries or school whose students are not eligible for Supplemental Educational Services under the *No Child Left Behind* Act, the District will not be responsible for the costs of services delivered after the student's change of enrollment.

**i. Withdrawal of Students from Program.** Provider will report, by telephone and in writing by email, to the Educational Services Department when a District student is withdrawn by a parent from services. Provider shall provide notice of withdrawal **within 48 hours**.

**j. Parent Access and Complaints.** Provider will provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, and meeting rooms. Provider will comply with any known court orders regarding parental visits and access to students. Provider will maintain and adhere to its own written procedures for responding to parent complaints. Provider will provide documentation of these procedures to the Educational Services Department no later than the date that this Contract is signed.

**k. Services on District Campuses.** Provider will not provide services on the District's public school campuses unless, at its discretion, the District approves such use under specific guidelines to be determined by the District. If Provider is permitted access to public school campuses, Provider will comply with Penal Code Section 627.1 *et. seq.*, and District and school procedures regarding visitors to school campuses. Provider will be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on public school campuses, and may not use the District's supplies, copiers, etc. If Provider's access to a District campus is pursuant to a lease or other document, Provider will comply with all District requirements and policies regarding the leasing of facilities from the District.

**l. General Requirements.** Provider shall have participated in all District coordinated meetings and/or fairs to be eligible to provide services. Additionally, providers shall abide by all criteria set forth in informational meetings and/or fairs in order to provide SES to District students.

**m. Equal Distribution of hours per pupil.** Tutoring will be completed within **three (3) months** of the company receiving assignment of student(s). The Educational Services Department will approve the SLP's and communicate approval via written notice and/or e-mail. The number of hours indicated in the SLP should be evenly distributed over the **three month** period (e.g. all tutoring hours should not be completed in one month's time).

**6. Certification/Approval.** Provider shall be certified or otherwise approved by the California Department of Education ("CDE") as a SES provider. A current copy of Provider's approved application and SES provider certification approval must be provided to the District on or before the date this Contract is executed by Provider. Provider will also provide the District with its most recent SES provider application approved by the California Department of Education (CDE) on or before the date this Contract is executed. This Contract will be null and void if such certification approval expires, or is revoked, rescinded or otherwise nullified during

the Term of this Contract. Provider will provide the District its most recent annual SES Accountability Report on or before October 15, 2015.

**7. Fingerprints/Clearance Requirements.** Provider will comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, California Code of Regulations section 13075(J) including, but not limited to: obtaining clearance from the California Department of Justice (hereinafter referred to as “CDOJ”) and TB clearance for Provider’s employees, and volunteers, and contractors prior to providing service to any District student unless Provider determines that the employees, volunteers, and contractors will have no physical contact with District students. Such CDOJ clearance must include a determination that any such person has not been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the such person’s conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 4423 (i) or (j). In addition, Provider will make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2 with respect to each such person. Provider will certify in writing to District that Provider has at all times complied with this Section of the Contract. Clearance certification must be submitted to the Educational Services Department prior to program implementation. Provider must submit clearance information to the Office of Curriculum, State and Federal Programs with each monthly invoice and note personnel changes that effect the provision of SES.

**8. Staff Qualifications.** Provider will ensure that all individuals employed, contracted, or otherwise hired by Provider to provide instruction or related services are qualified in the area in which the individuals are providing such instruction or services. Provider will comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision. Provider will deliver designated instruction and services utilizing personnel who possess a license issued by an appropriate licensing agency authorizing the licensee to provide the specific service, or possess a credential authorizing the service or are otherwise qualified to provide the service. Before the start of service, Provider will submit to District a staff list, and all current licenses, credentials, permits or other documents (e.g., proof of professional development or coursework completed, etc.) which entitle the holder to provide SES. Provider will provide to District updated information regarding the status of licenses, credentials, permits or other relevant documents each month during the Term.

**9. Staff Absence.** If Provider’s assigned service provider is absent, Provider will provide a qualified (as defined in section 4 and as determined by District) substitute. The District will not pay for services unless a qualified substitute is provided or Provider provides documentation evidencing the provision of “make-up” services by a qualified service provider.

**10. Record Keeping/Confidentiality.**

**a. Maintenance of Records.** All records will be maintained by Provider as required by state and federal laws and regulations. Notwithstanding the foregoing, Provider will maintain all material records relating to this Contract and to its SES services in the District for at least five (5) years after the termination of this Contract and such records will be available for audit by the District. For purposes of this Contract, “material records” includes, without limitation: pupil records as defined by California Education Code sections 49061(b);

registers and roll books of teachers and/or daily service providers; daily service logs and other documents used to record the provision of services, including SLPs; staff lists specifying credentials held and documents evidencing other staff qualifications, dates of hire and dates of termination; transportation and other related services subcontracts; liability and worker's compensation insurance policies; Supplemental Educational Services agency certifications; statements of income and expenses; and general ledgers and supporting documents.

**b. Pupil Records.** Provider will maintain all pupil records in a secure location to ensure confidentiality and will prevent unauthorized access. Provider will not disclose the identity of any student eligible for, or receiving, SES to any third party, nor will Provider forward any student record to any other person other than the parents or the District, without the written permission of the parents of such student. Provider will maintain a current list of the names and positions of Provider's employees who have access to confidential records. Provider will maintain an access log for each student's record which lists all persons, agencies or organizations requesting or receiving information from the record. Such log will be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation and date/time of access for each individual requesting or receiving information from the student's record. Such log may not record access to the student's records by: (i) the student's parent; (ii) an individual to whom written consent has been executed by the student's parent; or (iii) employees of the District or Provider having a legitimate educational interest in requesting or receiving information from the record. For purposes of this paragraph, "employees of the District or Provider" do not include subcontractors. Provider will grant access to pupil records and comply with all requests for copies of pupil records as required by state and federal laws and regulations.

**c. Delivery of Records to District.** At the conclusion of the performance of this Contract (or upon completion of services to any particular student), Provider will turn over to the District, all pupil records for the District's students to whom Provider has provided services under this Contract. At the conclusion of the performance of this Contract and upon the written request of the District, Provider will return to District all written materials constituting or incorporating any communications or information obtained from the District.

**d. Survival.** Provider's obligations under this Section 9 will survive cancellation, termination or expiration of this Contract.

## **11. Monitoring.**

**a. Access by District.** Provider will notify the District of the location and/or any change in location at which it is providing services to the District's eligible students. Provider will allow access by District to its facilities for periodic monitoring of each District student's instructional program and will be invited to participate in the review of each student's progress. District will have access to observe each District student at work, observe the instructional setting, interview Provider, and review each District student's records and progress. Such access will include unannounced monitoring visits.

**b. Reports.** Provider will provide the District served with an end-of-the-year report summarizing total student progress (aggregate), as well as disaggregated data by gender, ethnicity, grade level, language fluency and number of tutoring sessions provided. This end-of-the-year report will be due the District no later than **June 15, 2016.**

**c. Reviews.** Provider will participate in an annual review process as deemed appropriate by District. This review will address, among other things, programmatic aspects of the Provider, compliance with relevant state and federal regulations, assessments of District students, District student achievement growth, and Contract compliance. Provider will participate in any reviews, including without limitation, self-reviews as required by law.

**d. Program Audits.** Provider understands that the District reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

**e. Financial Audits.** The District will have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Contract. Provider will make available to District all budgetary information including operating budgets submitted by Provider to District for the relevant contract period being audited. Provider will make such evidence and documents available at the office of District or Provider's offices (as specified by District) at all reasonable times and without charge within five days of a written request from District. Provider will, at no cost to District, provide assistance for such examination or audit.

## **12. Compliance with Laws, Regulations and Policies.**

**a. General.** During the term of this Contract, unless otherwise agreed, Provider will comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations, including but not limited to applicable health, safety, and civil rights laws. Provider will also comply with all District policies and regulations unless Provider determines, taking into consideration all of the surrounding facts and circumstances, that a policy or a portion thereof does not reasonably apply to Provider. Provider hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with applicable laws, regulations and District policies and will indemnify the District under the provisions of Section 17 of this Contract for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of Provider's noncompliance.

**b. Incident/Accident Reporting.** Provider will submit a written accident report to the District within 24 hours of any accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

**c. Child Abuse Reporting.** Provider hereby agrees that all staff members, including volunteers, are familiar with and agree to child abuse and missing children reporting obligations and procedures under California law, including but not limited to, California Education Code Section 49370 and California Penal Code section 11166, *et seq.* Provider must develop and maintain a written child abuse reporting procedure and provide an annual training to all its employees regarding mandated reporting of child abuse and missing children. Provider agrees that all staff members will abide by such laws in a timely manner.

**d. Discrimination.** Provider will not discriminate on the basis of race, religion, sex, national origin, age, disability or sexual orientation in employment or operation of its program.

**13. Enrollment, Contracting, Attendance Reporting and Billing Procedures.**

**a. Compliance with District Procedures.** Provider will comply with all procedures concerning enrollment, contracting, attendance reporting, and billing as specified by the Educational Services Department.

**b. Hourly Rate.** Provider will specify one hourly rate for SES services to students. Based upon this hourly rate, Provider will specify the maximum number of hours of service to be provided for each District student. If the California Department of Education per-pupil rate for SES increases or decreases for the District, Provider will amend their hourly rate and/or number of hours of service to reflect the change.

**c. Attendance Records.** Provider will maintain separate registers for each District student that describe the services provided. Original attendance forms (i.e., daily service logs and notes) will be completed by the actual service provider whose signature will appear on such forms and will be available for review, inspection, or audit by District during the Term and for a period of five (5) years thereafter. Provider will verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

**d. Invoices.** Prior to invoicing for first payment, but no later than submitting the invoice for first payment, Provider must have submitted the SLP for each student to the District. Payment for services requires the plan. Hours submitted without a plan will not be paid. All other required documents stipulated in this contract must be received by the Office of Curriculum, State and Federal Programs prior to or by first invoicing. Monthly invoices will be itemized by name and address of student, service provided, student attendance verified by parent in writing (initialed and with signature), and amount billed. Parent signature and verification (initials for service dates) are required for invoicing. Such invoices/attendance forms shall be submitted within thirty (30) days of the rendering of services. A copy of the invoice/attendance form to be used shall be provided by the District with this contract, as set forth in Exhibit C. District will not pay invoices/bills received over 30 days after the end of each month.

Provider will receive compensation only for sessions attended by District students and Supplemental Educational Services actually provided to District students. Provider will not receive compensation for District student absences. Total per student expenditures cannot exceed one and a half hours per day, three hours per week, or twelve (12) hours per month. Invoice and related documents will be submitted on a form and in the manner prescribed by District. District will make payment to Provider based on the number of billable days of attendance and hours of service at rates specified in this Contract. Payment will be within forty-five (45) days after District's receipt of invoices prepared and submitted as specified by the Educational Services Department. Provider will correct deficiencies and submit rebilling invoices no later than thirty (30) days after the invoice is returned by District. District will pay properly submitted re-billing invoices not later than forty-five (45) days after the date a completely corrected re-billing invoice is received by District.

Pre-assessment (or initial assessment) hours will not be included in any invoices. A maximum of one-hour for post assessment at the conclusion of tutoring will be permitted for billing.



e. **Final Invoice.** Final invoices must be received by District no later than June 15, 2016. All tutoring must be completed by May 30, 2016

f. **Payments by Other Agencies.** Provider will notify District when any other agency is billed for the costs associated with the provision of Supplemental Educational Services to District students. Upon request, Provider will provide to District any and all documentation regarding reports, billing, or payments by any agency for the costs associated with the provision of Supplemental Educational Services to District students.

14. **Monthly Invoices.** Provider shall submit monthly invoices to the District, itemized by the name/address of the student, service provided and actual number of hours for which services were provided, and amount owed. Invoices shall be submitted within thirty (30) days of the date of service.

**Each month a list of students who have not received services for any reason must be expressly reported to the District. The list of students who have not received services should be provided along with the monthly invoice.**

15. **Payment.** Upon proper monthly invoicing, District agrees to pay Provider for services performed during the term of this Agreement not to exceed \$894.26 per student served. The District shall pay Provider at the maximum rate of \$65.00 per hour (as listed in the CDE approved Provider Application).

15. **Right to Withhold Payment.**

a. **Bases for Withholding.** District may withhold payment to Provider when: (i) Provider has failed to perform, in whole or in part, under the terms of this Contract, or the SLP; (ii) Provider was overpaid by District as determined by inspection, review, or audit of Provider's program, work, or records; (iii) education or related services are provided to District students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (iv) District has not received prior to the end of the Term, all documents concerning one or more District students enrolled in Provider's educational program; or (v) Provider receives payment from another agency or funding source for a service provided to a District student.

b. **Notice and Opportunity to Cure.** If District determines that cause exists to withhold payment to Provider, District shall, within 10 days of this determination, provide to Provider written notice that District is withholding payment. The notice will describe the reasons for the withholding. Such notice will specify the basis or bases for District's withholding payment and the amount to be withheld. Within 14 days from the date of receipt of such notice, Provider will take all necessary and appropriate action to correct the deficiencies that form the basis for District's withholding payment or submit a written request for extension to correct the deficiencies. If the basis for withholding is not cured within the approved time period, payment will be denied.

17. **Incentives.** The Provider will not provide any up-front incentive valued at over \$2.00 per student to parents or students to encourage signing up for Provider's services or to encourage any other student or parent to sign up for Provider's services. Items such as pencils, pens, magnets, etcetera, are acceptable. Food items are not permitted. In any marketing information or other explanation, either verbally and in writing, and in the delivery of services, Provider may not offer to parents or students incentives valued at more than \$3.00 each or

\$30.00 in the aggregate per student as achievement or attendance incentives once the student has signed up for Provider's services. Provider may not offer any incentive or payment of any amount to any District personnel employed by one of the SES eligible schools for helping Provider to recruit parents and students to sign-up for Provider's Supplemental Educational Services.

**18. Recruitment:** Recruiting. The provider shall not recruit on any school or district property. The provider shall not fill in the tutoring application for any family. The provider shall not identify themselves as employed by or working with Oxnard School District or any School. Approved providers will be provided a "Provider Recruitment Application" and allowed a 48 hour opportunity to recruit with said application. No provider shall recruit with any application prior to the 48 hour opportunity with the "Provider Recruitment Application". Any violation of these recruiting terms shall be grounds to be terminated from providing SES in Oxnard School District.

**19. Termination.**

**a. Without Cause.** This Contract may be terminated by the District or the Provider at any time. Provider's exercise of its right to terminate this Contract will not alleviate its responsibilities to complete any existing SLPs. To terminate this Contract, either party will give 20 calendar days written notice prior to the date of termination. Upon termination, without default of Provider, the District will pay, without duplication, for all services satisfactorily performed to the date of termination. In consideration of this payment, Provider waives all rights to any further payment of damage. Under no circumstances will Provider be entitled to anticipatory, lost profits or consequential damages as a result of termination under this section.

**b. For Cause.**

**(i)** The District may, by written notice to the Provider, terminate this Contract in whole or in part at any time because of the failure of the Provider to fulfill its contractual obligations and the District may, in its sole discretion, provide Provider with a reasonable period within which to cure the default. Upon receipt of such notice, the Provider will (A) immediately discontinue all services affected (unless the notice directs otherwise) and (B) deliver to the District all information and material as may have been involved in the provision of services whether provided by the District or generated by the Provider in the performance of this Contract, whether completed or in process (unless the notice directs otherwise). Termination of this Contract will be as of the date of receipt by the Provider of such notice.

**(ii)** If the termination is due to the failure of the Provider to fulfill its contractual obligations, the District may take over the services and complete the services by contract or otherwise. Provider will be liable for the reasonable costs and expenses related to the transfer of District students to another provider.

**(iii)** If, after the notice of termination for failure to fulfill contract obligations, it is determined that the Provider has not so failed, the termination will be deemed to have been effected without cause pursuant to 15(a) above.

(iv) Provider will not be entitled to anticipatory, lost profits or consequential damages as a result of any termination under this section. Payments to the Provider in accordance with this section will constitute the Provider's exclusive remedy for any termination hereunder.

**20. Insurance.** Provider agrees to obtain and maintain in full force and effect during the term of this Contract the insurance policies set forth in Exhibit A "Insurance" and made a part of this Contract. 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. Provider agrees to provide District with copies of required policies upon request.

**21. Indemnification.** Provider will indemnify and hold District and its Governing Board members, administrators, employees, agents, volunteers and subcontractors (District Indemnitees) harmless against any and all liability, loss, damage and expense (including reasonable attorneys' fees) arising out of or relating to this Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by an act or omission of Provider, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding District and District Indemnitees). This indemnity will survive the termination of this Contract.

**22. Independent Contractor.** Nothing in this Contract will be construed to imply a joint venture, partnership, employer-employee or principal-agent relationship between the District and Provider. Provider will provide all services under this Contract as an independent contractor, and neither party will have the authority to bind or make any commitment on behalf of the other. Provider is responsible for providing its own salaries, payroll taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind as required by law for its own employees and assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this Contract. Nothing in this Contract will be deemed to create any association, partnership, joint venture or relationship of principal and agent, or employer and employee between the parties or any affiliates of the parties, or between the District and any individual assigned by Provider to perform any services for the District. If the District is held to be a partner, joint venturer, co-principal, employer or co-employer of Provider, Provider will indemnify and hold the District harmless from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the District as a result of that holding.

**23. Subcontracting.** Provider shall not subcontract services. If the Provider is unable to provide approved services, the Provider shall notify the District of the inability to provide services. The District shall work to reassign the students to a provider approved to work with Oxnard School District.

**24. Conflicts of Interest.** Provider will provide to District a copy of its current bylaws and a current list of its Board of Directors, if it is incorporated. Provider covenants that neither it, nor any officer or any member of its Board of Directors has or will acquire any interest, directly or indirectly, that would conflict in any manner with the interests of the District or that would in any way hinder Provider's performance of services under this Contract.

Provider further covenants that in the performance of this Contract, no person having any such interest will be employed by it as an officer, employee, agent or subcontractor without the express written consent of the District.

a. Provider will not conduct or solicit any non-District business while on District property or time.

b. Provider will also take all necessary steps to avoid the appearance of a conflict of interest and will have a duty to disclose to the District prior to entering into this Contract any and all circumstances existing at such time which pose a potential conflict of interest.

c. Bylaws of the District's Governing Board 9270 BB and 9270(BB)E as hereinafter amended or renumber, require that a consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Provider represents that it has received and reviews a copy of these Governing Board bylaws and that it  does  does not qualify as a "designated employee".

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

d. Provider agrees to notify the Educational Services Department, in writing, if Provider believes that it is a "designated employee" and should be filing financial interest disclosures, but has not been required to do so by the District.

e. Should a conflict of interest issue arise, Provider agrees to fully cooperate in any inquiry and to provide the District with all documents or other information reasonably necessary to enable the District to determine whether or not a conflict of interest existed or exists. Failure to comply with the provisions of this section will constitute grounds for immediate termination of this Contract, in addition to whatever other remedies the District may have.

**25. Miscellaneous.**

**a. Press Releases and Marketing.** Provider represents that it will not publish or cause to be disseminated through any press release, public statement or marketing or selling effort any information which is related to this Contract or the services provided hereunder without prior written approval of District

**b. Severability Clause.** If any provision of this Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Contract will be severable and remain in effect.

**c. Notices.** Notices required under this Contract will be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

**For the District:** Anna Thomas, Director  
Oxnard School District  
Office of Curriculum, State and Federal Programs, Division of  
Educational Services  
1051 South "A" Street  
Oxnard School District  
Oxnard, CA 93030

**For Provider:** A Tree of Knowledge Educational Services Inc.  
10600 Sepulveda Blvd., Suite 107  
Mission Hills, CA 91345

**d. Successors and Assignees.** This Contract binds Provider's successors and assignees.

**e. Governing Law.** The laws of the State of California will govern the terms and conditions of this Contract with venue in Ventura County, California.

**f. Arbitration.** The parties agree to settle any controversy or claim or dispute arising out of or relating to this Contract by arbitration conducted by a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association, in a hearing locale in Ventura County, California. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator must be an active member of the California State Bar or a retired judge of the state or federal judiciary of California. Each party will bear its own costs and expenses associated with the arbitration. The arbitrator's fees and the administrative fees of the arbitration will be shared equally among the parties. Any party who fails or refuses to submit to arbitration will bear all costs and expenses incurred by such other party in compelling arbitration of any controversy, claim, or dispute.

**g. Integration.** This Contract and all attachments and amendments thereto including each SLP, the Provider's approved SES Provider application, a copy of the Provider's annual SES Accountability Report that was submitted to CDE by October 1, 2015, the Provider's SES Program Description and the Educational Services Department's policies and procedures constitute the entire agreement between District and Provider. This Contract supersedes any prior or contemporaneous written or oral understanding or agreement. No amendment to this Contract will be valid unless contained in a writing signed by both parties. Notwithstanding the foregoing sentence, District may modify or amend this Contract without Provider's consent to conform to federal and state laws and regulations.

**A TREE OF KNOWLEDGE  
EDUCATIONAL SERVICES INC.:**

**OXNARD SCHOOL DISTRICT:**

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

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

\_\_\_\_\_  
*Typed Name & Title of Authorized Representative*

Lisa A. Franz, Director, Purchasing  
*Typed Name and Title*

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

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

## EXHIBIT A

### INSURANCE

I. Insurance Requirements. Provider 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 Provider, 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. Provider 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 one million dollars (\$1,000,000) combined single limit, bodily injury, personal injury and property damage liability per occurrence, in a form acceptable to the District.

(2) Comprehensive general and auto liability insurance with limits of not less than one million dollars (\$1,000,000) per accident for bodily injury and property damage per occurrence. A combined single limit policy with aggregate limits in an amount of not less than two million dollars (\$2,000,000) shall be considered equivalent to the said required minimum limit.

(3) Insurance Coverage shall 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 Provider's profession. This coverage may be written on a "claims made" basis and must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for at least 3 consecutive years following the later of the completion of the Services or the termination of this Agreement.

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

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

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

B. General Liability and Automobile Liability Coverages.

(1) District, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Provider performs; products and completed operations of Provider; premises owned, occupied or used by Provider ; or automobiles owned, leased, hired or borrowed by Provider. 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 Provider's insurance.

(3) Provider'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. Provider 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 Provider 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, Provider shall furnish certificates and endorsements from each subcontractor identical to those Provider 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 Provider 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 Provider's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

**EXHIBIT B**

**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 Provider under the Contract to which this Exhibit B is attached  constitute  do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Provider, **A Tree of Knowledge Educational Services Inc.**, who will provide Services under the Contract,  is  is not subject to disclosure obligations.

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

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

Lisa A. Franz  
Director, Purchasing





# CERTIFICATE OF LIABILITY INSURANCE

OP ID: LA

DATE(MM/DD/YYYY)

06/24/2015

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 Intermarket Insurance Agcy Inc 205 E Main Street, Suite 3-4 Huntington, NY 11743 House Accounts	CONTACT NAME: <b>Vicky Hanley</b>	
	PHONE (A/C, No, Ext): <b>631-421-2424</b> FAX (A/C, No): <b>631-421-2004</b>	
	E-MAIL ADDRESS: <b>vhanley@intermarketins.com</b>	
	PRODUCER CUSTOMER ID #: <b>TREEO-2</b>	
INSURED <b>A Tree of Knowledge Educational Services, Inc. 10600 Sepulveda Blvd., #107 Mission Hills, CA 91345</b>	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: <b>Philadelphia Ins Companies</b>	
	INSURER B: <b>CNA Insurance Companies</b>	
	INSURER C:	
	INSURER D:	
	INSURER E:	

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		X	PHPK1352238 \$0 DEDUCT	08/01/2015	08/01/2016	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b>
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ <b>5,000</b>
	<input checked="" type="checkbox"/> Abuse/Molestation			PHPK1352238 \$0 DEDUCT	08/01/2015	08/01/2016	PERSONAL & ADV INJURY \$ <b>1,000,000</b>
	OCC/AGG \$1M/\$2M					GENERAL AGGREGATE \$ <b>2,000,000</b>	
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>	
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					\$	
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS			PHPK1352238 \$0 DEDUCT	08/01/2015	08/01/2016	PROPERTY DAMAGE (PER ACCIDENT) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					\$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$ <b>5,000,000</b>
	<input type="checkbox"/> EXCESS LIAB			PHUB503482	08/01/2015	08/01/2016	AGGREGATE \$ <b>5,000,000</b>
	<input type="checkbox"/> DEDUCTIBLE						\$
	<input checked="" type="checkbox"/> RETENTION \$ <b>10000</b>					\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		Y/N	4029394173 \$0 DEDUCT	08/01/2015	08/01/2016	E.L. EACH ACCIDENT \$ <b>1,000,000</b>
	If yes, describe under DESCRIPTION OF OPERATIONS below		Y				E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b>
			N/A				E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
A	Prof Liability			PHPK1352238 \$0 DEDUCT	08/01/2015	08/01/2016	ACT/AGG <b>1M/2M</b>
A	Crime			PHPK1352238 \$0 DEDUCT	08/01/2015	08/01/2016	<b>100,000</b>

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

Oxnard School District, its officers, officials, employees and volunteers are included as additional insured, as required by written contract or agreement. General Liability coverage is primary and non-contributory if required by written contract or agreement. Umbrella Liability covers Abuse and Molestation limits to \$2 Million per Occurrence/ \$5 Million Aggregate.

**CERTIFICATE HOLDER****CANCELLATION**

OXNARSD  Oxnard School District 1051 South A Street Oxnard, CA 93030	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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

<p><b>Name Of Additional Insured Person(s) Or Organization(s):</b>  Oxnard School District,  its officers, officials, employees  and volunteers</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



**OXNARD SCHOOL DISTRICT**  
**NO CHILD LEFT BEHIND – TITLE I**  
**2015-2016**



**Agreement #15-144**

**SUPPLEMENTAL EDUCATIONAL SERVICES (SES) PROVIDER and**  
**OXNARD SCHOOL DISTRICT (OSD)**

This Supplemental Educational Services (SES) Provider/District Contract (“Contract”) is made by and between the Oxnard School District (“District”) and Adaptive Learning LLC (“Provider”).

**1. Purpose.** This Contract is entered into for the purpose of providing supplemental educational services (“SES”) to eligible District students whose parents choose Provider pursuant to pertinent provisions of the federal *No Child Left Behind Act* (20 U.S.C. Section 6301 et seq.). “Eligible students” are those students identified by the District who meet specific income and achievement requirements under Title I. This Contract does not commit the District to pay for SES provided to any District students, or the Provider to provide any such SES, unless and until an authorized representative of the Educational Services Department approves the provision of SES by Provider.

**2. Term.** The term of this Contract begins on December 10, 2015 and ends on May 30, 2016 (“Term”).

**3. Assignment of Students.** Students will be assigned in accordance with student eligibility, based on academic need, and parents’ first choice preference of SES provider. When SES requests for services exceed the funding allocation, students will be assigned in accordance with student eligibility and priority as established by Oxnard School District. A waiting list will be maintained.

**4. Definitions.** For purposes of this Contract, the following terms will have the meaning set forth below:

“Incentive” means any up-front monetary or material gifts valued at more than \$2.00 given to parents or students to encourage them to choose a specific provider to provide Supplemental Educational Services to their child and incentives valued at \$3.00 each or \$30.00 in the aggregate used within a provider’s program to encourage students to reach certain achievement or attendance levels after they have begun to provide services. Incentives may not include any food items. Any incentives distributed at provider fairs must be cleared by the District with an itemized receipt and description of items delivered to the district no later than one (1) day before the provider fair.

“Qualified” means that a person has met federal and state certification, licensing, registration or other comparable requirements (e.g., professional development, coursework completed, etc.) which apply to the area in which he or she is providing Supplemental

Educational Services, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements and adheres to the standards of professional practice established in federal and state law or regulation. Nothing in this definition shall be construed as restricting the activities of a graduate needing direct hours leading to licensure or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university.

“Parent” means the natural parent, adoptive parent, parent surrogate, legal guardian or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction.

“Supplemental Educational Services” means “tutoring and other supplemental academic enrichment services that are in addition to instruction provided during the school day and are of high quality, research-based, and specifically designed to increase the academic achievement of eligible children” on California’s statewide assessments and assist the children in meeting California’s core academic content standards/Common Core State Standards. 20 U.S.C. Section 6316(e)(12)(C).

## **5. Program Description**

**a. General Program of Instruction.** Provider will provide the District with a written summary of its general program of instruction (“SES Program Description”) for inclusion in the materials to be used by the District to inform parents about SES services available to eligible students. The total number of minutes per day provided by Provider will be specified in the SES Program Description and all instruction must be provided outside the normal school day. Provider’s SES Program Description will be approved by the District, attached to and become a part of this Contract prior to enrollment of District students in Provider’s program. Provider will provide the District with a copy of its CDE approved SES application and its annual SES accountability report. Provider will complete all hours of service within three months of student assignment.

**b. Student Learning Plan.** Upon acceptance of a District student, the Provider will submit to the District a Student Learning Plan (“SLP”) as specified by the Educational Services Department for each District student to be served by Provider. The SLP must include: (1) the specific achievement goals for the student, developed in consultation with the student’s parents and the provider; (2) a description of how the student’s progress will be measured and how the student’s parents and teachers will be regularly informed of that progress; (3) a timetable for improving the student’s achievement; and (4) the parent’s signature. Changes in any student’s SLP may only be made with the written consent of the District in consultation with the student’s parents. Provider, the District or the parents may request a review of a student’s SLP at any time. Unless otherwise agreed in writing, through submission of the SLP form, Provider agrees to provide all services specified in the student’s SLP.

### **c. Timeline for Initiation of Services.**

(i) Within one week of receiving the First Batch Assignment of students for tutoring from the District, Provider will acknowledge availability and preparedness to begin providing services to students from the First Batch. Provider’s acknowledgement will include the names of all tutors and certification of their Fingerprint Clearance and TB Test.

(ii) The SLP must be executed within 15 days of receipt of a District student's enrollment, but in no case later than January 29, 2016, unless a different time frame is agreed to by the Provider and the District's Educational Services Department. The District shall reassign students for whom a SLP is not received in accordance with the above noted timeline.

(iii) Provider will submit the first invoice to the District by or before **February 15, 2016**. **Provider may NOT bill for pretest assessment.**

(iv) Provider will have three months from receipt of the First Batch Assignment to complete tutoring. All invoicing for the First Batch Assignment must be submitted no later than **March 21, 2016**.

(v) If tutoring services have not been provided by the due date of the first invoice (**February 15, 2016**) the District shall re-assign students who have not been provided tutoring services.

**d. Provision of Services at No Charge to Parents.** Unless otherwise agreed to in writing between Provider and the District, Provider is responsible for the provision of all appropriate supplies, equipment, assessments, and/or facilities for students served under this Contract, as specified in the SES Program Description and the student's SLP. Provider will make no charge of any kind to parents for Supplemental Educational Services as specified in the student's SLP (including, but not limited to, screenings, District designated and other assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Contract). Online companies will outline the provider's technology support offered to families.

**e. Records of Attendance.** Provider shall maintain daily records of student attendance and services provided, including the name/address of student, the name of Provider's employee who rendered the service, and the tutoring time allocated for the services provided. Provider shall permit access to and/or a copy of such records to the District upon request.

**f. Student Progress Reports.** Provider will provide to parents, each student's home school, and the Educational Services Department two written progress reports/report cards in writing and in a language that parents can understand, pursuant to the requirements specified by the Educational Services Department. A copy of the progress reports/report cards will be maintained at the Provider's place of business and made available upon request of the District or the student's parent(s). The first progress report will be completed after the first half of the Provider's total tutoring hours have been completed and will be provided to parents, each student's home school with an introductory cover sheet, and the Educational Services Department within five business days. The second (End of Service Report) required progress report will be completed after the total service hours have been delivered and prior to the final invoice or March 21, 2016 (whichever comes first).

**g. End of Service Reports.** Provider will provide to parents, each student's home school, and the Educational Services Department, a written End of Service Report before or at the time of final invoicing describing the student's progress or accomplishments upon the termination or completion of the services. The End of the School Year Report will include the following: (1) Pre-Test administered and student score; (2) the student's attendance report; and (3) Post-Test administered and student score. Final invoice will not be paid until the end of service report is received.

**h. Student Change of Enrollment.** If a student changes his/her enrollment to a school outside of the District's service boundaries or school whose students are not eligible for Supplemental Educational Services under the *No Child Left Behind* Act, the District will not be responsible for the costs of services delivered after the student's change of enrollment.

**i. Withdrawal of Students from Program.** Provider will report, by telephone and in writing by email, to the Educational Services Department when a District student is withdrawn by a parent from services. Provider shall provide notice of withdrawal **within 48 hours**.

**j. Parent Access and Complaints.** Provider will provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, and meeting rooms. Provider will comply with any known court orders regarding parental visits and access to students. Provider will maintain and adhere to its own written procedures for responding to parent complaints. Provider will provide documentation of these procedures to the Educational Services Department no later than the date that this Contract is signed.

**k. Services on District Campuses.** Provider will not provide services on the District's public school campuses unless, at its discretion, the District approves such use under specific guidelines to be determined by the District. If Provider is permitted access to public school campuses, Provider will comply with Penal Code Section 627.1 *et. seq.*, and District and school procedures regarding visitors to school campuses. Provider will be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on public school campuses, and may not use the District's supplies, copiers, etc. If Provider's access to a District campus is pursuant to a lease or other document, Provider will comply with all District requirements and policies regarding the leasing of facilities from the District.

**l. General Requirements.** Provider shall have participated in all District coordinated meetings and/or fairs to be eligible to provide services. Additionally, providers shall abide by all criteria set forth in informational meetings and/or fairs in order to provide SES to District students.

**m. Equal Distribution of hours per pupil.** Tutoring will be completed within **three (3) months** of the company receiving assignment of student(s). The Educational Services Department will approve the SLP's and communicate approval via written notice and/or e-mail. The number of hours indicated in the SLP should be evenly distributed over the **three month** period (e.g. all tutoring hours should not be completed in one month's time).

**6. Certification/Approval.** Provider shall be certified or otherwise approved by the California Department of Education ("CDE") as a SES provider. A current copy of Provider's approved application and SES provider certification approval must be provided to the District on or before the date this Contract is executed by Provider. Provider will also provide the District with its most recent SES provider application approved by the California Department of Education (CDE) on or before the date this Contract is executed. This Contract will be null and void if such certification approval expires, or is revoked, rescinded or otherwise nullified during

the Term of this Contract. Provider will provide the District its most recent annual SES Accountability Report on or before October 15, 2015.

**7. Fingerprints/Clearance Requirements.** Provider will comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, California Code of Regulations section 13075(J) including, but not limited to: obtaining clearance from the California Department of Justice (hereinafter referred to as “CDOJ”) and TB clearance for Provider’s employees, and volunteers, and contractors prior to providing service to any District student unless Provider determines that the employees, volunteers, and contractors will have no physical contact with District students. Such CDOJ clearance must include a determination that any such person has not been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the such person’s conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 4423 (i) or (j). In addition, Provider will make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2 with respect to each such person. Provider will certify in writing to District that Provider has at all times complied with this Section of the Contract. Clearance certification must be submitted to the Educational Services Department prior to program implementation. Provider must submit clearance information to the Office of Curriculum, State and Federal Programs with each monthly invoice and note personnel changes that effect the provision of SES.

**8. Staff Qualifications.** Provider will ensure that all individuals employed, contracted, or otherwise hired by Provider to provide instruction or related services are qualified in the area in which the individuals are providing such instruction or services. Provider will comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision. Provider will deliver designated instruction and services utilizing personnel who possess a license issued by an appropriate licensing agency authorizing the licensee to provide the specific service, or possess a credential authorizing the service or are otherwise qualified to provide the service. Before the start of service, Provider will submit to District a staff list, and all current licenses, credentials, permits or other documents (e.g., proof of professional development or coursework completed, etc.) which entitle the holder to provide SES. Provider will provide to District updated information regarding the status of licenses, credentials, permits or other relevant documents each month during the Term.

**9. Staff Absence.** If Provider’s assigned service provider is absent, Provider will provide a qualified (as defined in section 4 and as determined by District) substitute. The District will not pay for services unless a qualified substitute is provided or Provider provides documentation evidencing the provision of “make-up” services by a qualified service provider.

**10. Record Keeping/Confidentiality.**

**a. Maintenance of Records.** All records will be maintained by Provider as required by state and federal laws and regulations. Notwithstanding the foregoing, Provider will maintain all material records relating to this Contract and to its SES services in the District for at least five (5) years after the termination of this Contract and such records will be available for audit by the District. For purposes of this Contract, “material records” includes, without limitation: pupil records as defined by California Education Code sections 49061(b);

registers and roll books of teachers and/or daily service providers; daily service logs and other documents used to record the provision of services, including SLPs; staff lists specifying credentials held and documents evidencing other staff qualifications, dates of hire and dates of termination; transportation and other related services subcontracts; liability and worker's compensation insurance policies; Supplemental Educational Services agency certifications; statements of income and expenses; and general ledgers and supporting documents.

**b. Pupil Records.** Provider will maintain all pupil records in a secure location to ensure confidentiality and will prevent unauthorized access. Provider will not disclose the identity of any student eligible for, or receiving, SES to any third party, nor will Provider forward any student record to any other person other than the parents or the District, without the written permission of the parents of such student. Provider will maintain a current list of the names and positions of Provider's employees who have access to confidential records. Provider will maintain an access log for each student's record which lists all persons, agencies or organizations requesting or receiving information from the record. Such log will be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation and date/time of access for each individual requesting or receiving information from the student's record. Such log may not record access to the student's records by: (i) the student's parent; (ii) an individual to whom written consent has been executed by the student's parent; or (iii) employees of the District or Provider having a legitimate educational interest in requesting or receiving information from the record. For purposes of this paragraph, "employees of the District or Provider" do not include subcontractors. Provider will grant access to pupil records and comply with all requests for copies of pupil records as required by state and federal laws and regulations.

**c. Delivery of Records to District.** At the conclusion of the performance of this Contract (or upon completion of services to any particular student), Provider will turn over to the District, all pupil records for the District's students to whom Provider has provided services under this Contract. At the conclusion of the performance of this Contract and upon the written request of the District, Provider will return to District all written materials constituting or incorporating any communications or information obtained from the District.

**d. Survival.** Provider's obligations under this Section 9 will survive cancellation, termination or expiration of this Contract.

## **11. Monitoring.**

**a. Access by District.** Provider will notify the District of the location and/or any change in location at which it is providing services to the District's eligible students. Provider will allow access by District to its facilities for periodic monitoring of each District student's instructional program and will be invited to participate in the review of each student's progress. District will have access to observe each District student at work, observe the instructional setting, interview Provider, and review each District student's records and progress. Such access will include unannounced monitoring visits.

**b. Reports.** Provider will provide the District served with an end-of-the-year report summarizing total student progress (aggregate), as well as disaggregated data by gender, ethnicity, grade level, language fluency and number of tutoring sessions provided. This end-of-the-year report will be due the District no later than **June 15, 2016.**



c. **Reviews.** Provider will participate in an annual review process as deemed appropriate by District. This review will address, among other things, programmatic aspects of the Provider, compliance with relevant state and federal regulations, assessments of District students, District student achievement growth, and Contract compliance. Provider will participate in any reviews, including without limitation, self-reviews as required by law.

d. **Program Audits.** Provider understands that the District reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

e. **Financial Audits.** The District will have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Contract. Provider will make available to District all budgetary information including operating budgets submitted by Provider to District for the relevant contract period being audited. Provider will make such evidence and documents available at the office of District or Provider's offices (as specified by District) at all reasonable times and without charge within five days of a written request from District. Provider will, at no cost to District, provide assistance for such examination or audit.

## 12. Compliance with Laws, Regulations and Policies.

a. **General.** During the term of this Contract, unless otherwise agreed, Provider will comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations, including but not limited to applicable health, safety, and civil rights laws. Provider will also comply with all District policies and regulations unless Provider determines, taking into consideration all of the surrounding facts and circumstances, that a policy or a portion thereof does not reasonably apply to Provider. Provider hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with applicable laws, regulations and District policies and will indemnify the District under the provisions of Section 17 of this Contract for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of Provider's noncompliance.

b. **Incident/Accident Reporting.** Provider will submit a written accident report to the District within 24 hours of any accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

c. **Child Abuse Reporting.** Provider hereby agrees that all staff members, including volunteers, are familiar with and agree to child abuse and missing children reporting obligations and procedures under California law, including but not limited to, California Education Code Section 49370 and California Penal Code section 11166, *et seq.* Provider must develop and maintain a written child abuse reporting procedure and provide an annual training to all its employees regarding mandated reporting of child abuse and missing children. Provider agrees that all staff members will abide by such laws in a timely manner.

d. **Discrimination.** Provider will not discriminate on the basis of race, religion, sex, national origin, age, disability or sexual orientation in employment or operation of its program.

**13. Enrollment, Contracting, Attendance Reporting and Billing Procedures.**

**a. Compliance with District Procedures.** Provider will comply with all procedures concerning enrollment, contracting, attendance reporting, and billing as specified by the Educational Services Department.

**b. Hourly Rate.** Provider will specify one hourly rate for SES services to students. Based upon this hourly rate, Provider will specify the maximum number of hours of service to be provided for each District student. If the California Department of Education per-pupil rate for SES increases or decreases for the District, Provider will amend their hourly rate and/or number of hours of service to reflect the change.

**c. Attendance Records.** Provider will maintain separate registers for each District student that describe the services provided. Original attendance forms (i.e., daily service logs and notes) will be completed by the actual service provider whose signature will appear on such forms and will be available for review, inspection, or audit by District during the Term and for a period of five (5) years thereafter. Provider will verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

**d. Invoices.** Prior to invoicing for first payment, but no later than submitting the invoice for first payment, Provider must have submitted the SLP for each student to the District. Payment for services requires the plan. Hours submitted without a plan will not be paid. All other required documents stipulated in this contract must be received by the Office of Curriculum, State and Federal Programs prior to or by first invoicing. Monthly invoices will be itemized by name and address of student, service provided, student attendance verified by parent in writing (initialed and with signature), and amount billed. Parent signature and verification (initials for service dates) are required for invoicing. Such invoices/attendance forms shall be submitted within thirty (30) days of the rendering of services. A copy of the invoice/attendance form to be used shall be provided by the District with this contract, as set forth in Exhibit C. District will not pay invoices/bills received over 30 days after the end of each month.

Provider will receive compensation only for sessions attended by District students and Supplemental Educational Services actually provided to District students. Provider will not receive compensation for District student absences. Total per student expenditures cannot exceed one and a half hours per day, three hours per week, or twelve (12) hours per month. Invoice and related documents will be submitted on a form and in the manner prescribed by District. District will make payment to Provider based on the number of billable days of attendance and hours of service at rates specified in this Contract. Payment will be within forty-five (45) days after District's receipt of invoices prepared and submitted as specified by the Educational Services Department. Provider will correct deficiencies and submit rebilling invoices no later than thirty (30) days after the invoice is returned by District. District will pay properly submitted re-billing invoices not later than forty-five (45) days after the date a completely corrected re-billing invoice is received by District.

Pre-assessment (or initial assessment) hours will not be included in any invoices. A maximum of one-hour for post assessment at the conclusion of tutoring will be permitted for billing.

e. **Final Invoice.** Final invoices must be received by District no later than June 15, 2016. All tutoring must be completed by May 30, 2016

f. **Payments by Other Agencies.** Provider will notify District when any other agency is billed for the costs associated with the provision of Supplemental Educational Services to District students. Upon request, Provider will provide to District any and all documentation regarding reports, billing, or payments by any agency for the costs associated with the provision of Supplemental Educational Services to District students.

14. **Monthly Invoices.** Provider shall submit monthly invoices to the District, itemized by the name/address of the student, service provided and actual number of hours for which services were provided, and amount owed. Invoices shall be submitted within thirty (30) days of the date of service.

**Each month a list of students who have not received services for any reason must be expressly reported to the District. The list of students who have not received services should be provided along with the monthly invoice.**

15. **Payment.** Upon proper monthly invoicing, District agrees to pay Provider for services performed during the term of this Agreement not to exceed \$894.26 per student served. The District shall pay Provider at the maximum rate of \$60.00 per hour (as listed in the CDE approved Provider Application).

15. **Right to Withhold Payment.**

a. **Bases for Withholding.** District may withhold payment to Provider when: (i) Provider has failed to perform, in whole or in part, under the terms of this Contract, or the SLP; (ii) Provider was overpaid by District as determined by inspection, review, or audit of Provider's program, work, or records; (iii) education or related services are provided to District students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (iv) District has not received prior to the end of the Term, all documents concerning one or more District students enrolled in Provider's educational program; or (v) Provider receives payment from another agency or funding source for a service provided to a District student.

b. **Notice and Opportunity to Cure.** If District determines that cause exists to withhold payment to Provider, District shall, within 10 days of this determination, provide to Provider written notice that District is withholding payment. The notice will describe the reasons for the withholding. Such notice will specify the basis or bases for District's withholding payment and the amount to be withheld. Within 14 days from the date of receipt of such notice, Provider will take all necessary and appropriate action to correct the deficiencies that form the basis for District's withholding payment or submit a written request for extension to correct the deficiencies. If the basis for withholding is not cured within the approved time period, payment will be denied.

17. **Incentives.** The Provider will not provide any up-front incentive valued at over \$2.00 per student to parents or students to encourage signing up for Provider's services or to encourage any other student or parent to sign up for Provider's services. Items such as pencils, pens, magnets, etcetera, are acceptable. Food items are not permitted. In any marketing information or other explanation, either verbally and in writing, and in the delivery of services, Provider may not offer to parents or students incentives valued at more than \$3.00 each or

\$30.00 in the aggregate per student as achievement or attendance incentives once the student has signed up for Provider's services. Provider may not offer any incentive or payment of any amount to any District personnel employed by one of the SES eligible schools for helping Provider to recruit parents and students to sign-up for Provider's Supplemental Educational Services.

**18. Recruitment:** Recruiting. The provider shall not recruit on any school or district property. The provider shall not fill in the tutoring application for any family. The provider shall not identify themselves as employed by or working with Oxnard School District or any School. Approved providers will be provided a "Provider Recruitment Application" and allowed a 48 hour opportunity to recruit with said application. No provider shall recruit with any application prior to the 48 hour opportunity with the "Provider Recruitment Application". Any violation of these recruiting terms shall be grounds to be terminated from providing SES in Oxnard School District.

**19. Termination.**

**a. Without Cause.** This Contract may be terminated by the District or the Provider at any time. Provider's exercise of its right to terminate this Contract will not alleviate its responsibilities to complete any existing SLPs. To terminate this Contract, either party will give 20 calendar days written notice prior to the date of termination. Upon termination, without default of Provider, the District will pay, without duplication, for all services satisfactorily performed to the date of termination. In consideration of this payment, Provider waives all rights to any further payment of damage. Under no circumstances will Provider be entitled to anticipatory, lost profits or consequential damages as a result of termination under this section.

**b. For Cause.**

**(i)** The District may, by written notice to the Provider, terminate this Contract in whole or in part at any time because of the failure of the Provider to fulfill its contractual obligations and the District may, in its sole discretion, provide Provider with a reasonable period within which to cure the default. Upon receipt of such notice, the Provider will (A) immediately discontinue all services affected (unless the notice directs otherwise) and (B) deliver to the District all information and material as may have been involved in the provision of services whether provided by the District or generated by the Provider in the performance of this Contract, whether completed or in process (unless the notice directs otherwise). Termination of this Contract will be as of the date of receipt by the Provider of such notice.

**(ii)** If the termination is due to the failure of the Provider to fulfill its contractual obligations, the District may take over the services and complete the services by contract or otherwise. Provider will be liable for the reasonable costs and expenses related to the transfer of District students to another provider.

**(iii)** If, after the notice of termination for failure to fulfill contract obligations, it is determined that the Provider has not so failed, the termination will be deemed to have been effected without cause pursuant to 15(a) above.

(iv) Provider will not be entitled to anticipatory, lost profits or consequential damages as a result of any termination under this section. Payments to the Provider in accordance with this section will constitute the Provider's exclusive remedy for any termination hereunder.

20. **Insurance.** Provider agrees to obtain and maintain in full force and effect during the term of this Contract the insurance policies set forth in **Exhibit A** "Insurance" and made a part of this Contract. 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. Provider agrees to provide District with copies of required policies upon request.

21. **Indemnification.** Provider will indemnify and hold District and its Governing Board members, administrators, employees, agents, volunteers and subcontractors (District Indemnitees) harmless against any and all liability, loss, damage and expense (including reasonable attorneys' fees) arising out of or relating to this Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by an act or omission of Provider, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding District and District Indemnitees). This indemnity will survive the termination of this Contract.

22. **Independent Contractor.** Nothing in this Contract will be construed to imply a joint venture, partnership, employer-employee or principal-agent relationship between the District and Provider. Provider will provide all services under this Contract as an independent contractor, and neither party will have the authority to bind or make any commitment on behalf of the other. Provider is responsible for providing its own salaries, payroll taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind as required by law for its own employees and assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this Contract. Nothing in this Contract will be deemed to create any association, partnership, joint venture or relationship of principal and agent, or employer and employee between the parties or any affiliates of the parties, or between the District and any individual assigned by Provider to perform any services for the District. If the District is held to be a partner, joint venturer, co-principal, employer or co-employer of Provider, Provider will indemnify and hold the District harmless from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the District as a result of that holding.

23. **Subcontracting.** Provider shall not subcontract services. If the Provider is unable to provide approved services, the Provider shall notify the District of the inability to provide services. The District shall work to reassign the students to a provider approved to work with Oxnard School District.

24. **Conflicts of Interest.** Provider will provide to District a copy of its current bylaws and a current list of its Board of Directors, if it is incorporated. Provider covenants that neither it, nor any officer or any member of its Board of Directors has or will acquire any interest, directly or indirectly, that would conflict in any manner with the interests of the District or that would in any way hinder Provider's performance of services under this Contract.

Provider further covenants that in the performance of this Contract, no person having any such interest will be employed by it as an officer, employee, agent or subcontractor without the express written consent of the District.

a. Provider will not conduct or solicit any non-District business while on District property or time.

b. Provider will also take all necessary steps to avoid the appearance of a conflict of interest and will have a duty to disclose to the District prior to entering into this Contract any and all circumstances existing at such time which pose a potential conflict of interest.

c. Bylaws of the District's Governing Board 9270 BB and 9270(BB)E as hereinafter amended or renumber, require that a consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Provider represents that it has received and reviews a copy of these Governing Board bylaws and that it  does  does not qualify as a "designated employee".

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

d. Provider agrees to notify the Educational Services Department, in writing, if Provider believes that it is a "designated employee" and should be filing financial interest disclosures, but has not been required to do so by the District.

e. Should a conflict of interest issue arise, Provider agrees to fully cooperate in any inquiry and to provide the District with all documents or other information reasonably necessary to enable the District to determine whether or not a conflict of interest existed or exists. Failure to comply with the provisions of this section will constitute grounds for immediate termination of this Contract, in addition to whatever other remedies the District may have.

**25. Miscellaneous.**

**a. Press Releases and Marketing.** Provider represents that it will not publish or cause to be disseminated through any press release, public statement or marketing or selling effort any information which is related to this Contract or the services provided hereunder without prior written approval of District

**b. Severability Clause.** If any provision of this Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Contract will be severable and remain in effect.

**c. Notices.** Notices required under this Contract will be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

**For the District:** Anna Thomas, Director  
Oxnard School District  
Office of Curriculum, State and Federal Programs, Division of  
Educational Services  
1051 South "A" Street  
Oxnard School District  
Oxnard, CA 93030

**For Provider:** Adaptive Learning LLC  
229 Broadhollow Road, Suite 104  
Farmingdale, NY 11735

**d. Successors and Assignees.** This Contract binds Provider's successors and assignees.

**e. Governing Law.** The laws of the State of California will govern the terms and conditions of this Contract with venue in Ventura County, California.

**f. Arbitration.** The parties agree to settle any controversy or claim or dispute arising out of or relating to this Contract by arbitration conducted by a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association, in a hearing locale in Ventura County, California. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator must be an active member of the California State Bar or a retired judge of the state or federal judiciary of California. Each party will bear its own costs and expenses associated with the arbitration. The arbitrator's fees and the administrative fees of the arbitration will be shared equally among the parties. Any party who fails or refuses to submit to arbitration will bear all costs and expenses incurred by such other party in compelling arbitration of any controversy, claim, or dispute.

**g. Integration.** This Contract and all attachments and amendments thereto including each SLP, the Provider's approved SES Provider application, a copy of the Provider's annual SES Accountability Report that was submitted to CDE by October 1, 2015, the Provider's SES Program Description and the Educational Services Department's policies and procedures constitute the entire agreement between District and Provider. This Contract supersedes any prior or contemporaneous written or oral understanding or agreement. No amendment to this Contract will be valid unless contained in a writing signed by both parties. Notwithstanding the foregoing sentence, District may modify or amend this Contract without Provider's consent to conform to federal and state laws and regulations.

**ADAPTIVE LEARNING LLC:**

**OXNARD SCHOOL DISTRICT:**

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

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

\_\_\_\_\_  
*Typed Name & Title of Authorized Representative*

Lisa A. Franz, Director, Purchasing  
*Typed Name and Title*

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

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

## EXHIBIT A

### INSURANCE

I. Insurance Requirements. Provider 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 Provider, 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. Provider 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 one million dollars (\$1,000,000) combined single limit, bodily injury, personal injury and property damage liability per occurrence, in a form acceptable to the District.

(2) Comprehensive general and auto liability insurance with limits of not less than one million dollars (\$1,000,000) per accident for bodily injury and property damage per occurrence. A combined single limit policy with aggregate limits in an amount of not less than two million dollars (\$2,000,000) shall be considered equivalent to the said required minimum limit.

(3) Insurance Coverage shall 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 Provider's profession. This coverage may be written on a "claims made" basis and must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for at least 3 consecutive years following the later of the completion of the Services or the termination of this Agreement.

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



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

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

B. General Liability and Automobile Liability Coverages.

(1) District, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Provider performs; products and completed operations of Provider; premises owned, occupied or used by Provider ; or automobiles owned, leased, hired or borrowed by Provider. 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 Provider's insurance.

(3) Provider'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. Provider 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 Provider 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, Provider shall furnish certificates and endorsements from each subcontractor identical to those Provider 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 Provider 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 Provider's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

**EXHIBIT B**

**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 Provider under the Contract to which this Exhibit B is attached  constitute  do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Provider, **Adaptive Learning LLC**, who will provide Services under the Contract,  is  is not subject to disclosure obligations.

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

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

Lisa A. Franz  
Director, Purchasing



Policy Number:

Date Entered: 10/12/2015

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

10/12/2015

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 <b>JOANNE LINDSEY INSURANCE SERVICES</b> CMIS, Inc. 26893 BOUQUET CANYON ROAD, SUITE C197 SANTA CLARITA, CA 91350	CONTACT NAME:		
	PHONE (A/C, No, Ext): (800) 244-9202	FAX (A/C, No): (661) 297-1437	
	E-MAIL ADDRESS: lindseyinsbrkr@socal.rr.com		
INSURED <b>ADAPTIVE LEARNING LLC</b>  229 BROADHOLLOW ROAD, SUITE 104 FARMINGDALE, NY 11735	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: PHILADELPHIA INDEMNITY INSURANCE CO.		18058
	INSURER B: FIRST COMPENSATION INSURANCE CO.		27626
	INSURER C: PHILADELPHIA INDEMNITY INSURANCE CO.		18058
	INSURER D:		
INSURER E:			
INSURER F:			

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		PHPK1341815	7/14/2015	7/14/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	<input checked="" type="checkbox"/>		PHPK1341815	7/14/2015	7/14/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input checked="" type="checkbox"/>		PHUB500964	7/14/2015	7/14/2016	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	N/A	MWC0066690	7/15/2015	7/15/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	PROFESSIONAL			PHPK1341815	07/14/2015	07/14/2016	\$1,000,000 \$3,000,000
A	ABUSE & MOLESTATION			PHPK1341815	07/14/2015	07/14/2016	\$1,000,000 \$1,000,000
A	CYBER LIABILITY			PHPK945398	07/14/2015	07/14/2016	\$1,000,000 \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
CRIME BOND PHSD1047439 07/14/2015 07/14/2016 \$1,000,000 \$5,000 DED

Certificate Holder is named as an additional insured. See endorsement attached.

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER TO THE LEFT.

The Excess/Umbrella policy extends the primary General Liability, Automobile Liability, Professional, Liability and Molestation Liability to meet your districts requirements under the Master contract to:\$2M/\$5M

<b>CERTIFICATE HOLDER</b> OXNARD SCHOOL DISTRICT 1051 SOUTH "A" STREET OXNARD, CA 93030	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE JoAnne Lindsey
--	--

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ACORD 25 (2014/01)

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Policy Number:

Date Entered: 09/02/2015

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/2/2015

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	JOANNE LINDSEY INSURANCE SERVICES CMIS, Inc. 26893 BOUQUET CANYON ROAD, SUITE C197 SANTA CLARITA, CA 91350	CONTACT NAME: PHONE (A/C, No, Ext): (800) 244-9202 E-MAIL ADDRESS: lindseyinsbrkr@social.rr.com	FAX (A/C, No): (661) 297-1437
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED	ADAPTIVE LEARNING LLC  229 BROADHOLLOW ROAD, SUITE 104 FARMINGDALE, NY 11735	INSURER A: PHILADELPHIA INDEMNITY INSURANCE CO.	18058
		INSURER B: FIRST COMPENSATION INSURANCE CO.	27626
		INSURER C: PHILADELPHIA INDEMNITY INSURANCE CO.	18058
		INSURER D:	
		INSURER E:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	PHPK1341815	7/14/2015	7/14/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPI/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	PHPK1341815	7/14/2015	7/14/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	PHUB500964	7/14/2015	7/14/2016	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input type="checkbox"/>	MWC0066690	7/15/2015	7/15/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	PROFESSIONAL			PHPK1341815	07/14/2015	07/14/2016	\$1,000,000
A	ABUSE & MOLESTATION			PHPK1341815	07/14/2015	07/14/2016	\$1,000,000 \$3,000,000
A	CYBER LIABILITY			PHPK945398	07/14/2015	07/14/2016	\$1,000,000 \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
CRIME BOND PHSD1047439 07/14/2015 07/14/2016 \$1,000,000 \$5,000 DED  
Certificate Holder is named as an additional insured. See endorsement attached.

SHOULD ANY OF THE ABOVE DESCRIBED POLICEIS BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 10 DAYS WRITTEN NOTICE TO THE CERTICATE HOLDER TO THE LEFT.

CERTIFICATE HOLDER	CANCELLATION
OXNARD SCHOOL DISTRICT 1051 SOUTH "A" STREET OXNARD, CA 93030	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 JoAnne Lindsey

Policy Number: PHPK1341815

Automobile Liability

ADAPTIVE LEARNING LLC

**THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY**

**ADDITIONAL INSUED—OWNERS, LESSEES OR CONTRACTORS  
(WITH OPTIONAL COVERAGE PROVISIONS)**

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL AUTOMOBILE LIABILITY COVERAGE PART

**SCHEDULE**

**NAME OF PERSON OR ORGANIZATION:**

**OXNARD SCHOOL DISTRICT ITS OFFICERS, AGENTS, DIRECTORS, EMPLOYEES, AND  
/OR VOLUNTEERS  
1051 SOUTH "A" STREET  
OXNARD, CA 93030**

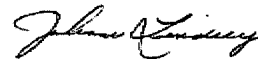
(If no entry appears above, information require to complete this endorsement will be shown in the  
Declarations as applicable to this endorsement)

Who is insured (Section II) is amended to included as an insured the person or organization shown in the  
schedule, but only to the extent the additional insured is held liable for the Named Insured's negligent acts  
or omissions arising from occurrence directly caused by and while in the course of the Named Insured's  
ongoing operations performed for that additional insured.

Optional Coverage Provisions applicable to the above. The selected option(s) is designated by a mark in  
the box on the left of the option.

- OPTION A. The insurance provided by the endorsement shall be primary, but only in the event of the Named  
Insured's sole negligence.  
X
- OPTION B. The insurance provided by this endorsement shall be primary and noncontributory, but only in the  
the event of the Named Insured's sole negligence.
- X- OPTION C. The insurance provided by this endorsement is amended to include any person or organization that  
the named Insured has agreed and/or is required by contract to name as an additional insured, per  
schedule on file with Company.

Additional Premium \$ Incl. \_\_\_\_\_



\_\_\_\_\_  
Authorized Representative      10/14/2015  
JoAnne Lindsey                      Date

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GLS-210a (4-99)

Policy Number: PHPK1341815

General Liability

ADAPTIVE LEARNING LLC

**THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY**

**ADDITIONAL INSUED—OWNERS, LESSEES OR CONTRACTORS  
(WITH OPTIONAL COVERAGE PROVISIONS)**

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**NAME OF PERSON OR ORGANIZATION:**

**OXNARD SCHOOL DISTRICT ITS OFFICERS, AGENTS, DIRECTORS, EMPLOYEES, AND  
/OR VOLUNTEERS  
1051 SOUTH "A" STREET  
OXNARD, CA 93030**

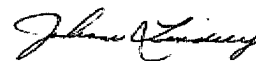
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schedule on file with Company.

Additional Premium \$ Incl. \_\_\_\_\_



\_\_\_\_\_  
Authorized Representative      10/14/2015  
JoAnne Lindsey                      Date

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**This endorsement, effective: 06/02/2015  
Forms a part of policy No: PHPK1341815  
Issued to: ADAPTIVE LEARNING LLC**

**THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY**

**ADDITIONAL INSURED**

This endorsement modifies insurance provide under the following:

**COMMERICAL GENERAL LIABILITY AND PROFESSIONAL LAIBILITY INCLUDING  
ABUSE & MOLESATION LIABILITY**

In consideration of an additional premium (included) it is hereby agreed that the following is included as an Additional Insured as respect Coverage A and B but only as respects liability arising out of your work for the Additional Insured by or for you.

Additional Insured:

OXNARD SCHOOL DISTRICT ITS OFFICERS, AGENTS, DIRECTORS, EMPLOYEES, AND /OR  
VOLUNTEERS  
1051 SOUTH "A" STREET  
OXNARD, CA 93030

This does not apply to bodily injury or property damage arising out of the sole negligence or willful misconduct or, or for defect in design furnished by, the Additional Insured.

As respect the coverage afforded the Additional Insured, this insurance is primary and non-contributory and our obligations are not affected by any other insurance carried by such Additional insured whether primary, excess, contingent, or on any other basis.

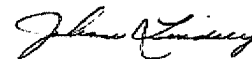
This endorsement does not increase the Company' limits of liability as specified in the Declaration of this policy.

**SEXUAL AND/OR PHYSICAL ABUSE LIMIT INCLUDED**

**\$1,000,000 PER OCCURRENCE, COMBINED SINGLE LIMIT**

**\$2,000,000 AGGREGATE LIMIT**

Additional Premium \$ \_Incl. \_\_\_\_\_



10/14/2015

Authorized Representative Date

JoAnne Lindsey

or countersignature (in state where applicable)

All other terms, conditions and exclusions shall remain the same.  
90997 (04/06) C12791

# CALIFORNIA COMPENSATION INSURANCE COMPANY

## Workers Compensation and Employers Liability Insurance Policy

### Waiver of Our Right to Recover from Others Endorsement – California

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the schedule.

The additional premium for this endorsement shall be determined by multiplying the California workers' compensation premium due on such remuneration by the factor.

#### Schedule

Person or organization

Job Description

**OXNARD SCHOOL DISTRICT ITS OFFICERS, AGENTS, DIRECTORS, EMPLOYEES,  
AND /OR VOLUNTEERS  
1051 SOUTH "A" STREET  
OXNARD, CA 93030**

Tutoring Agency

**This Endorsement is subject to a minimum premium charge of: \$150.00**

Nothing in this endorsement shall vary, alter, waive or extend any of the terms, conditions, or limitations of this policy other than as stated above. Nothing elsewhere in this policy shall be held to vary, alter, waive or limit the terms, conditions, agreements or limitations of this endorsement.

This Endorsement when attached to Policy Number: MWC0066690

Issued to: **ADAPTIVE LEARNING LLC DBA: MINDSPARK**

Shall be valid and shall form part of the referenced policy. The effective date of this endorsement is: 07/15/2015

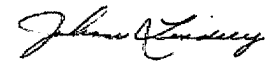
Endorsement No: 01

Date Issued: 05/01/2015

Producer Name: **JoAnne Lindsey Insurance Services Inc.**

Agency Name: **JoAnne Lindsey Insurance Services**  
26893 Bouquet Canyon Road, Ste. C197  
Santa Clarita, CA 91350

Additional Premium \$ \_Incl. \_\_\_\_\_.



\_\_\_\_\_  
Authorized Representative      10/14/2015  
JoAnne Lindsey                      Date



Policy Number: PHPK1341815

Automobile Liability

ADAPTIVE LEARNING LLC

**THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY**

**ADDITIONAL INSUED—OWNERS, LESSEES OR CONTRACTORS  
(WITH OPTIONAL COVERAGE PROVISIONS)**

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL AUTOMOBILE LIABILITY COVERAGE PART

**SCHEDULE**

**NAME OF PERSON OR ORGANIZATION:**

**OXNARD SCHOOL DISTRICT ITS OFFICERS, AGENTS, DIRECTORS, EMPLOYEES, AND  
/OR VOLUNTEERS  
1051 SOUTH "A" STREET  
OXNARD, CA 93030**

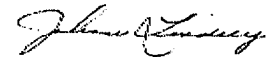
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Additional Premium \$ \_Incl. \_\_\_\_\_.



\_\_\_\_\_  
Authorized Representative      10/14/2015  
JoAnne Lindsey                      Date

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Policy Number: PHPK1341815

General Liability

ADAPTIVE LEARNING LLC

**THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY**

**ADDITIONAL INSUED—OWNERS, LESSEES OR CONTRACTORS  
(WITH OPTIONAL COVERAGE PROVISIONS)**

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**NAME OF PERSON OR ORGANIZATION:**

**OXNARD SCHOOL DISTRICT ITS OFFICERS, AGENTS, DIRECTORS, EMPLOYEES, AND  
/OR VOLUNTEERS  
1051 SOUTH "A" STREET  
OXNARD, CA 93030**

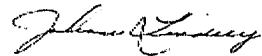
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Additional Premium \$ Incl. \_\_\_\_\_



\_\_\_\_\_  
Authorized Representative      10/14/2015  
JoAnne Lindsey                      Date

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**This endorsement, effective: 06/02/2015  
Forms a part of policy No: PHPK1341815  
Issued to: ADAPTIVE LEARNING LLC**

**THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY**

**ADDITIONAL INSURED**

This endorsement modifies insurance provide under the following:

**COMMERICAL GENERAL LIABILITY AND PROFESSIONAL LAIBILITY INCLUDING  
ABUSE & MOLESATION LIABILITY**

In consideration of an additional premium (included) it is hereby agreed that the following is included as an Additional Insured as respect Coverage A and B but only as respects liability arising out of your work for the Additional Insured by or for you.

Additional Insured:

OXNARD SCHOOL DISTRICT ITS OFFICERS, AGENTS, DIRECTORS, EMPLOYEES, AND /OR  
VOLUNTEERS  
1051 SOUTH "A" STREET  
OXNARD, CA 93030

This does not apply to bodily injury or property damage arising out of the sole negligence or willful misconduct or, or for defect in design furnished by, the Additional Insured.

As respect the coverage afforded the Additional Insured, this insurance is primary and non-contributory and our obligations are not affected by any other insurance carried by such Additional insured whether primary, excess, contingent, or on any other basis.

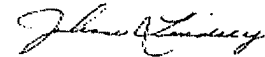
This endorsement does not increase the Company' limits of liability as specified in the Declaration of this policy.

**SEXUAL AND/OR PHYSICAL ABUSE LIMIT INCLUDED**

**\$1,000,000 PER OCCURRENCE, COMBINED SINGLE LIMIT**

**\$2,000,000 AGGREGATE LIMIT**

Additional Premium \$ \_Incl. \_\_\_\_\_



\_\_\_\_\_  
Authorized Representative      10/14/2015  
JoAnne Lindsey                      Date

or countersignature (in state where applicable)

All other terms, conditions and exclusions shall remain the same.  
90997 (04/06) C12791

**CALIFORNIA COMPENSATION INSURANCE COMPANY**

**Workers Compensation and Employers Liability Insurance Policy**

**Waiver of Our Right to Recover from Others Endorsement – California**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the schedule.

The additional premium for this endorsement shall be determined by multiplying the California workers' compensation premium due on such remuneration by the factor.

**Schedule**

Person or organization

Job Description

**OXNARD SCHOOL DISTRICT ITS OFFICERS, AGENTS, DIRECTORS, EMPLOYEES,  
AND /OR VOLUNTEERS  
1051 SOUTH "A" STREET  
OXNARD, CA 93030**

Tutoring Agency

**This Endorsement is subject to a minimum premium charge of: \$150.00**

Nothing in this endorsement shall vary, alter, waive or extend any of the terms, conditions, or limitations of this policy other than as stated above. Nothing elsewhere in this policy shall be held to vary, alter, waive or limit the terms, conditions, agreements or limitations of this endorsement.

This Endorsement when attached to Policy Number: MWC0066690

Issued to: **ADAPTIVE LEARNING LLC DBA: MINDSPARK**

Shall be valid and shall form part of the referenced policy. The effective date of this endorsement is: 07/15/2015

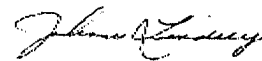
Endorsement No: 01

Date Issued: 05/01/2015

Producer Name: **JoAnne Lindsey Insurance Services Inc.**

Agency Name: **JoAnne Lindsey Insurance Services**  
26893 Bouquet Canyon Road, Ste. C197  
Santa Clarita, CA 91350

Additional Premium \$ \_Incl. \_\_\_\_\_



\_\_\_\_\_  
Authorized Representative      10/14/2015  
Date  
JoAnne Lindsey



**OXNARD SCHOOL DISTRICT**  
**NO CHILD LEFT BEHIND – TITLE I**  
**2015-2016**



**Agreement #15-145**

**SUPPLEMENTAL EDUCATIONAL SERVICES (SES) PROVIDER and**  
**OXNARD SCHOOL DISTRICT (OSD)**

This Supplemental Educational Services (SES) Provider/District Contract (“Contract”) is made by and between the Oxnard School District (“District”) and Advanced Reading Solutions LLC dba/UROK Learning Institute (“Provider”).

**1. Purpose.** This Contract is entered into for the purpose of providing supplemental educational services (“SES”) to eligible District students whose parents choose Provider pursuant to pertinent provisions of the federal *No Child Left Behind Act* (20 U.S.C. Section 6301 et seq.). “Eligible students” are those students identified by the District who meet specific income and achievement requirements under Title I. This Contract does not commit the District to pay for SES provided to any District students, or the Provider to provide any such SES, unless and until an authorized representative of the Educational Services Department approves the provision of SES by Provider.

**2. Term.** The term of this Contract begins on December 10, 2015 and ends on May 30, 2016 (“Term”).

**3. Assignment of Students.** Students will be assigned in accordance with student eligibility, based on academic need, and parents’ first choice preference of SES provider. When SES requests for services exceed the funding allocation, students will be assigned in accordance with student eligibility and priority as established by Oxnard School District. A waiting list will be maintained.

**4. Definitions.** For purposes of this Contract, the following terms will have the meaning set forth below:

“Incentive” means any up-front monetary or material gifts valued at more than \$2.00 given to parents or students to encourage them to choose a specific provider to provide Supplemental Educational Services to their child and incentives valued at \$3.00 each or \$30.00 in the aggregate used within a provider’s program to encourage students to reach certain achievement or attendance levels after they have begun to provide services. Incentives may not include any food items. Any incentives distributed at provider fairs must be cleared by the District with an itemized receipt and description of items delivered to the district no later than one (1) day before the provider fair.

“Qualified” means that a person has met federal and state certification, licensing, registration or other comparable requirements (e.g., professional development, coursework completed, etc.) which apply to the area in which he or she is providing Supplemental

Educational Services, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements and adheres to the standards of professional practice established in federal and state law or regulation. Nothing in this definition shall be construed as restricting the activities of a graduate needing direct hours leading to licensure or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university.

“Parent” means the natural parent, adoptive parent, parent surrogate, legal guardian or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction.

“Supplemental Educational Services” means “tutoring and other supplemental academic enrichment services that are in addition to instruction provided during the school day and are of high quality, research-based, and specifically designed to increase the academic achievement of eligible children” on California’s statewide assessments and assist the children in meeting California’s core academic content standards/Common Core State Standards. 20 U.S.C. Section 6316(e)(12)(C).

## **5. Program Description**

**a. General Program of Instruction.** Provider will provide the District with a written summary of its general program of instruction (“SES Program Description”) for inclusion in the materials to be used by the District to inform parents about SES services available to eligible students. The total number of minutes per day provided by Provider will be specified in the SES Program Description and all instruction must be provided outside the normal school day. Provider’s SES Program Description will be approved by the District, attached to and become a part of this Contract prior to enrollment of District students in Provider’s program. Provider will provide the District with a copy of its CDE approved SES application and its annual SES accountability report. Provider will complete all hours of service within three months of student assignment.

**b. Student Learning Plan.** Upon acceptance of a District student, the Provider will submit to the District a Student Learning Plan (“SLP”) as specified by the Educational Services Department for each District student to be served by Provider. The SLP must include: (1) the specific achievement goals for the student, developed in consultation with the student’s parents and the provider; (2) a description of how the student’s progress will be measured and how the student’s parents and teachers will be regularly informed of that progress; (3) a timetable for improving the student’s achievement; and (4) the parent’s signature. Changes in any student’s SLP may only be made with the written consent of the District in consultation with the student’s parents. Provider, the District or the parents may request a review of a student’s SLP at any time. Unless otherwise agreed in writing, through submission of the SLP form, Provider agrees to provide all services specified in the student’s SLP.

### **c. Timeline for Initiation of Services.**

(i) Within one week of receiving the First Batch Assignment of students for tutoring from the District, Provider will acknowledge availability and preparedness to begin providing services to students from the First Batch. Provider’s acknowledgement will include the names of all tutors and certification of their Fingerprint Clearance and TB Test.

(ii) The SLP must be executed within 15 days of receipt of a District student's enrollment, but in no case later than January 29, 2016, unless a different time frame is agreed to by the Provider and the District's Educational Services Department. The District shall reassign students for whom a SLP is not received in accordance with the above noted timeline.

(iii) Provider will submit the first invoice to the District by or before **February 15, 2016**. **Provider may NOT bill for pretest assessment.**

(iv) Provider will have three months from receipt of the First Batch Assignment to complete tutoring. All invoicing for the First Batch Assignment must be submitted no later than **March 21, 2016**.

(v) If tutoring services have not been provided by the due date of the first invoice (**February 15, 2016**) the District shall re-assign students who have not been provided tutoring services.

**d. Provision of Services at No Charge to Parents.** Unless otherwise agreed to in writing between Provider and the District, Provider is responsible for the provision of all appropriate supplies, equipment, assessments, and/or facilities for students served under this Contract, as specified in the SES Program Description and the student's SLP. Provider will make no charge of any kind to parents for Supplemental Educational Services as specified in the student's SLP (including, but not limited to, screenings, District designated and other assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Contract). Online companies will outline the provider's technology support offered to families.

**e. Records of Attendance.** Provider shall maintain daily records of student attendance and services provided, including the name/address of student, the name of Provider's employee who rendered the service, and the tutoring time allocated for the services provided. Provider shall permit access to and/or a copy of such records to the District upon request.

**f. Student Progress Reports.** Provider will provide to parents, each student's home school, and the Educational Services Department two written progress reports/report cards in writing and in a language that parents can understand, pursuant to the requirements specified by the Educational Services Department. A copy of the progress reports/report cards will be maintained at the Provider's place of business and made available upon request of the District or the student's parent(s). The first progress report will be completed after the first half of the Provider's total tutoring hours have been completed and will be provided to parents, each student's home school with an introductory cover sheet, and the Educational Services Department within five business days. The second (End of Service Report) required progress report will be completed after the total service hours have been delivered and prior to the final invoice or March 21, 2016 (whichever comes first).

**g. End of Service Reports.** Provider will provide to parents, each student's home school, and the Educational Services Department, a written End of Service Report before or at the time of final invoicing describing the student's progress or accomplishments upon the termination or completion of the services. The End of the School Year Report will include the following: (1) Pre-Test administered and student score; (2) the student's attendance report; and (3) Post-Test administered and student score. Final invoice will not be paid until the end of service report is received.

**h. Student Change of Enrollment.** If a student changes his/her enrollment to a school outside of the District's service boundaries or school whose students are not eligible for Supplemental Educational Services under the *No Child Left Behind* Act, the District will not be responsible for the costs of services delivered after the student's change of enrollment.

**i. Withdrawal of Students from Program.** Provider will report, by telephone and in writing by email, to the Educational Services Department when a District student is withdrawn by a parent from services. Provider shall provide notice of withdrawal *within 48 hours*.

**j. Parent Access and Complaints.** Provider will provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, and meeting rooms. Provider will comply with any known court orders regarding parental visits and access to students. Provider will maintain and adhere to its own written procedures for responding to parent complaints. Provider will provide documentation of these procedures to the Educational Services Department no later than the date that this Contract is signed.

**k. Services on District Campuses.** Provider will not provide services on the District's public school campuses unless, at its discretion, the District approves such use under specific guidelines to be determined by the District. If Provider is permitted access to public school campuses, Provider will comply with Penal Code Section 627.1 *et. seq.*, and District and school procedures regarding visitors to school campuses. Provider will be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on public school campuses, and may not use the District's supplies, copiers, etc. If Provider's access to a District campus is pursuant to a lease or other document, Provider will comply with all District requirements and policies regarding the leasing of facilities from the District.

**l. General Requirements.** Provider shall have participated in all District coordinated meetings and/or fairs to be eligible to provide services. Additionally, providers shall abide by all criteria set forth in informational meetings and/or fairs in order to provide SES to District students.

**m. Equal Distribution of hours per pupil.** Tutoring will be completed within *three (3) months* of the company receiving assignment of student(s). The Educational Services Department will approve the SLP's and communicate approval via written notice and/or e-mail. The number of hours indicated in the SLP should be evenly distributed over the *three month* period (e.g. all tutoring hours should not be completed in one month's time).

**6. Certification/Approval.** Provider shall be certified or otherwise approved by the California Department of Education ("CDE") as a SES provider. A current copy of Provider's approved application and SES provider certification approval must be provided to the District on or before the date this Contract is executed by Provider. Provider will also provide the District with its most recent SES provider application approved by the California Department of Education (CDE) on or before the date this Contract is executed. This Contract will be null and void if such certification approval expires, or is revoked, rescinded or otherwise nullified during



the Term of this Contract. Provider will provide the District its most recent annual SES Accountability Report on or before October 15, 2015.

**7. Fingerprints/Clearance Requirements.** Provider will comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, California Code of Regulations section 13075(J) including, but not limited to: obtaining clearance from the California Department of Justice (hereinafter referred to as “CDOJ”) and TB clearance for Provider’s employees, and volunteers, and contractors prior to providing service to any District student unless Provider determines that the employees, volunteers, and contractors will have no physical contact with District students. Such CDOJ clearance must include a determination that any such person has not been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the such person’s conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 4423 (i) or (j). In addition, Provider will make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2 with respect to each such person. Provider will certify in writing to District that Provider has at all times complied with this Section of the Contract. Clearance certification must be submitted to the Educational Services Department prior to program implementation. Provider must submit clearance information to the Office of Curriculum, State and Federal Programs with each monthly invoice and note personnel changes that effect the provision of SES.

**8. Staff Qualifications.** Provider will ensure that all individuals employed, contracted, or otherwise hired by Provider to provide instruction or related services are qualified in the area in which the individuals are providing such instruction or services. Provider will comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision. Provider will deliver designated instruction and services utilizing personnel who possess a license issued by an appropriate licensing agency authorizing the licensee to provide the specific service, or possess a credential authorizing the service or are otherwise qualified to provide the service. Before the start of service, Provider will submit to District a staff list, and all current licenses, credentials, permits or other documents (e.g., proof of professional development or coursework completed, etc.) which entitle the holder to provide SES. Provider will provide to District updated information regarding the status of licenses, credentials, permits or other relevant documents each month during the Term.

**9. Staff Absence.** If Provider’s assigned service provider is absent, Provider will provide a qualified (as defined in section 4 and as determined by District) substitute. The District will not pay for services unless a qualified substitute is provided or Provider provides documentation evidencing the provision of “make-up” services by a qualified service provider.

**10. Record Keeping/Confidentiality.**

**a. Maintenance of Records.** All records will be maintained by Provider as required by state and federal laws and regulations. Notwithstanding the foregoing, Provider will maintain all material records relating to this Contract and to its SES services in the District for at least five (5) years after the termination of this Contract and such records will be available for audit by the District. For purposes of this Contract, “material records” includes, without limitation: pupil records as defined by California Education Code sections 49061(b);

registers and roll books of teachers and/or daily service providers; daily service logs and other documents used to record the provision of services, including SLPs; staff lists specifying credentials held and documents evidencing other staff qualifications, dates of hire and dates of termination; transportation and other related services subcontracts; liability and worker's compensation insurance policies; Supplemental Educational Services agency certifications; statements of income and expenses; and general ledgers and supporting documents.

**b. Pupil Records.** Provider will maintain all pupil records in a secure location to ensure confidentiality and will prevent unauthorized access. Provider will not disclose the identity of any student eligible for, or receiving, SES to any third party, nor will Provider forward any student record to any other person other than the parents or the District, without the written permission of the parents of such student. Provider will maintain a current list of the names and positions of Provider's employees who have access to confidential records. Provider will maintain an access log for each student's record which lists all persons, agencies or organizations requesting or receiving information from the record. Such log will be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation and date/time of access for each individual requesting or receiving information from the student's record. Such log may not record access to the student's records by: (i) the student's parent; (ii) an individual to whom written consent has been executed by the student's parent; or (iii) employees of the District or Provider having a legitimate educational interest in requesting or receiving information from the record. For purposes of this paragraph, "employees of the District or Provider" do not include subcontractors. Provider will grant access to pupil records and comply with all requests for copies of pupil records as required by state and federal laws and regulations.

**c. Delivery of Records to District.** At the conclusion of the performance of this Contract (or upon completion of services to any particular student), Provider will turn over to the District, all pupil records for the District's students to whom Provider has provided services under this Contract. At the conclusion of the performance of this Contract and upon the written request of the District, Provider will return to District all written materials constituting or incorporating any communications or information obtained from the District.

**d. Survival.** Provider's obligations under this Section 9 will survive cancellation, termination or expiration of this Contract.

## **11. Monitoring.**

**a. Access by District.** Provider will notify the District of the location and/or any change in location at which it is providing services to the District's eligible students. Provider will allow access by District to its facilities for periodic monitoring of each District student's instructional program and will be invited to participate in the review of each student's progress. District will have access to observe each District student at work, observe the instructional setting, interview Provider, and review each District student's records and progress. Such access will include unannounced monitoring visits.

**b. Reports.** Provider will provide the District served with an end-of-the-year report summarizing total student progress (aggregate), as well as disaggregated data by gender, ethnicity, grade level, language fluency and number of tutoring sessions provided. This end-of-the-year report will be due the District no later than **June 15, 2016.**

c. **Reviews.** Provider will participate in an annual review process as deemed appropriate by District. This review will address, among other things, programmatic aspects of the Provider, compliance with relevant state and federal regulations, assessments of District students, District student achievement growth, and Contract compliance. Provider will participate in any reviews, including without limitation, self-reviews as required by law.

d. **Program Audits.** Provider understands that the District reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

e. **Financial Audits.** The District will have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Contract. Provider will make available to District all budgetary information including operating budgets submitted by Provider to District for the relevant contract period being audited. Provider will make such evidence and documents available at the office of District or Provider's offices (as specified by District) at all reasonable times and without charge within five days of a written request from District. Provider will, at no cost to District, provide assistance for such examination or audit.

## 12. Compliance with Laws, Regulations and Policies.

a. **General.** During the term of this Contract, unless otherwise agreed, Provider will comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations, including but not limited to applicable health, safety, and civil rights laws. Provider will also comply with all District policies and regulations unless Provider determines, taking into consideration all of the surrounding facts and circumstances, that a policy or a portion thereof does not reasonably apply to Provider. Provider hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with applicable laws, regulations and District policies and will indemnify the District under the provisions of Section 17 of this Contract for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of Provider's noncompliance.

b. **Incident/Accident Reporting.** Provider will submit a written accident report to the District within 24 hours of any accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

c. **Child Abuse Reporting.** Provider hereby agrees that all staff members, including volunteers, are familiar with and agree to child abuse and missing children reporting obligations and procedures under California law, including but not limited to, California Education Code Section 49370 and California Penal Code section 11166, *et seq.* Provider must develop and maintain a written child abuse reporting procedure and provide an annual training to all its employees regarding mandated reporting of child abuse and missing children. Provider agrees that all staff members will abide by such laws in a timely manner.

d. **Discrimination.** Provider will not discriminate on the basis of race, religion, sex, national origin, age, disability or sexual orientation in employment or operation of its program.

**13. Enrollment, Contracting, Attendance Reporting and Billing Procedures.**

**a. Compliance with District Procedures.** Provider will comply with all procedures concerning enrollment, contracting, attendance reporting, and billing as specified by the Educational Services Department.

**b. Hourly Rate.** Provider will specify one hourly rate for SES services to students. Based upon this hourly rate, Provider will specify the maximum number of hours of service to be provided for each District student. If the California Department of Education per-pupil rate for SES increases or decreases for the District, Provider will amend their hourly rate and/or number of hours of service to reflect the change.

**c. Attendance Records.** Provider will maintain separate registers for each District student that describe the services provided. Original attendance forms (i.e., daily service logs and notes) will be completed by the actual service provider whose signature will appear on such forms and will be available for review, inspection, or audit by District during the Term and for a period of five (5) years thereafter. Provider will verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

**d. Invoices.** Prior to invoicing for first payment, but no later than submitting the invoice for first payment, Provider must have submitted the SLP for each student to the District. Payment for services requires the plan. Hours submitted without a plan will not be paid. All other required documents stipulated in this contract must be received by the Office of Curriculum, State and Federal Programs prior to or by first invoicing. Monthly invoices will be itemized by name and address of student, service provided, student attendance verified by parent in writing (initialed and with signature), and amount billed. Parent signature and verification (initials for service dates) are required for invoicing. Such invoices/attendance forms shall be submitted within thirty (30) days of the rendering of services. A copy of the invoice/attendance form to be used shall be provided by the District with this contract, as set forth in Exhibit C. District will not pay invoices/bills received over 30 days after the end of each month.

Provider will receive compensation only for sessions attended by District students and Supplemental Educational Services actually provided to District students. Provider will not receive compensation for District student absences. Total per student expenditures cannot exceed one and a half hours per day, three hours per week, or twelve (12) hours per month. Invoice and related documents will be submitted on a form and in the manner prescribed by District. District will make payment to Provider based on the number of billable days of attendance and hours of service at rates specified in this Contract. Payment will be within forty-five (45) days after District's receipt of invoices prepared and submitted as specified by the Educational Services Department. Provider will correct deficiencies and submit rebilling invoices no later than thirty (30) days after the invoice is returned by District. District will pay properly submitted re-billing invoices not later than forty-five (45) days after the date a completely corrected re-billing invoice is received by District.

Pre-assessment (or initial assessment) hours will not be included in any invoices. A maximum of one-hour for post assessment at the conclusion of tutoring will be permitted for billing.

e. **Final Invoice.** Final invoices must be received by District no later than June 15, 2016. All tutoring must be completed by May 30, 2016

f. **Payments by Other Agencies.** Provider will notify District when any other agency is billed for the costs associated with the provision of Supplemental Educational Services to District students. Upon request, Provider will provide to District any and all documentation regarding reports, billing, or payments by any agency for the costs associated with the provision of Supplemental Educational Services to District students.

14. **Monthly Invoices.** Provider shall submit monthly invoices to the District, itemized by the name/address of the student, service provided and actual number of hours for which services were provided, and amount owed. Invoices shall be submitted within thirty (30) days of the date of service.

**Each month a list of students who have not received services for any reason must be expressly reported to the District. The list of students who have not received services should be provided along with the monthly invoice.**

15. **Payment.** Upon proper monthly invoicing, District agrees to pay Provider for services performed during the term of this Agreement not to exceed \$894.26 per student served. The District shall pay Provider at the maximum rate of \$55.00 per hour (as listed in the CDE approved Provider Application).

15. **Right to Withhold Payment.**

a. **Bases for Withholding.** District may withhold payment to Provider when: (i) Provider has failed to perform, in whole or in part, under the terms of this Contract, or the SLP; (ii) Provider was overpaid by District as determined by inspection, review, or audit of Provider's program, work, or records; (iii) education or related services are provided to District students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (iv) District has not received prior to the end of the Term, all documents concerning one or more District students enrolled in Provider's educational program; or (v) Provider receives payment from another agency or funding source for a service provided to a District student.

b. **Notice and Opportunity to Cure.** If District determines that cause exists to withhold payment to Provider, District shall, within 10 days of this determination, provide to Provider written notice that District is withholding payment. The notice will describe the reasons for the withholding. Such notice will specify the basis or bases for District's withholding payment and the amount to be withheld. Within 14 days from the date of receipt of such notice, Provider will take all necessary and appropriate action to correct the deficiencies that form the basis for District's withholding payment or submit a written request for extension to correct the deficiencies. If the basis for withholding is not cured within the approved time period, payment will be denied.

17. **Incentives.** The Provider will not provide any up-front incentive valued at over \$2.00 per student to parents or students to encourage signing up for Provider's services or to encourage any other student or parent to sign up for Provider's services. Items such as pencils, pens, magnets, etcetera, are acceptable. Food items are not permitted. In any marketing information or other explanation, either verbally and in writing, and in the delivery of services, Provider may not offer to parents or students incentives valued at more than \$3.00 each or

\$30.00 in the aggregate per student as achievement or attendance incentives once the student has signed up for Provider's services. Provider may not offer any incentive or payment of any amount to any District personnel employed by one of the SES eligible schools for helping Provider to recruit parents and students to sign-up for Provider's Supplemental Educational Services.

**18. Recruitment:** Recruiting. The provider shall not recruit on any school or district property. The provider shall not fill in the tutoring application for any family. The provider shall not identify themselves as employed by or working with Oxnard School District or any School. Approved providers will be provided a "Provider Recruitment Application" and allowed a 48 hour opportunity to recruit with said application. No provider shall recruit with any application prior to the 48 hour opportunity with the "Provider Recruitment Application". Any violation of these recruiting terms shall be grounds to be terminated from providing SES in Oxnard School District.

**19. Termination.**

**a. Without Cause.** This Contract may be terminated by the District or the Provider at any time. Provider's exercise of its right to terminate this Contract will not alleviate its responsibilities to complete any existing SLPs. To terminate this Contract, either party will give 20 calendar days written notice prior to the date of termination. Upon termination, without default of Provider, the District will pay, without duplication, for all services satisfactorily performed to the date of termination. In consideration of this payment, Provider waives all rights to any further payment of damage. Under no circumstances will Provider be entitled to anticipatory, lost profits or consequential damages as a result of termination under this section.

**b. For Cause.**

**(i)** The District may, by written notice to the Provider, terminate this Contract in whole or in part at any time because of the failure of the Provider to fulfill its contractual obligations and the District may, in its sole discretion, provide Provider with a reasonable period within which to cure the default. Upon receipt of such notice, the Provider will (A) immediately discontinue all services affected (unless the notice directs otherwise) and (B) deliver to the District all information and material as may have been involved in the provision of services whether provided by the District or generated by the Provider in the performance of this Contract, whether completed or in process (unless the notice directs otherwise). Termination of this Contract will be as of the date of receipt by the Provider of such notice.

**(ii)** If the termination is due to the failure of the Provider to fulfill its contractual obligations, the District may take over the services and complete the services by contract or otherwise. Provider will be liable for the reasonable costs and expenses related to the transfer of District students to another provider.

**(iii)** If, after the notice of termination for failure to fulfill contract obligations, it is determined that the Provider has not so failed, the termination will be deemed to have been effected without cause pursuant to 15(a) above.

(iv) Provider will not be entitled to anticipatory, lost profits or consequential damages as a result of any termination under this section. Payments to the Provider in accordance with this section will constitute the Provider's exclusive remedy for any termination hereunder.

20. **Insurance.** Provider agrees to obtain and maintain in full force and effect during the term of this Contract the insurance policies set forth in **Exhibit A** "Insurance" and made a part of this Contract. 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. Provider agrees to provide District with copies of required policies upon request.

21. **Indemnification.** Provider will indemnify and hold District and its Governing Board members, administrators, employees, agents, volunteers and subcontractors (District Indemnitees) harmless against any and all liability, loss, damage and expense (including reasonable attorneys' fees) arising out of or relating to this Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by an act or omission of Provider, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding District and District Indemnitees). This indemnity will survive the termination of this Contract.

22. **Independent Contractor.** Nothing in this Contract will be construed to imply a joint venture, partnership, employer-employee or principal-agent relationship between the District and Provider. Provider will provide all services under this Contract as an independent contractor, and neither party will have the authority to bind or make any commitment on behalf of the other. Provider is responsible for providing its own salaries, payroll taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind as required by law for its own employees and assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this Contract. Nothing in this Contract will be deemed to create any association, partnership, joint venture or relationship of principal and agent, or employer and employee between the parties or any affiliates of the parties, or between the District and any individual assigned by Provider to perform any services for the District. If the District is held to be a partner, joint venturer, co-principal, employer or co-employer of Provider, Provider will indemnify and hold the District harmless from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the District as a result of that holding.

23. **Subcontracting.** Provider shall not subcontract services. If the Provider is unable to provide approved services, the Provider shall notify the District of the inability to provide services. The District shall work to reassign the students to a provider approved to work with Oxnard School District.

24. **Conflicts of Interest.** Provider will provide to District a copy of its current bylaws and a current list of its Board of Directors, if it is incorporated. Provider covenants that neither it, nor any officer or any member of its Board of Directors has or will acquire any interest, directly or indirectly, that would conflict in any manner with the interests of the District or that would in any way hinder Provider's performance of services under this Contract.

Provider further covenants that in the performance of this Contract, no person having any such interest will be employed by it as an officer, employee, agent or subcontractor without the express written consent of the District.

a. Provider will not conduct or solicit any non-District business while on District property or time.

b. Provider will also take all necessary steps to avoid the appearance of a conflict of interest and will have a duty to disclose to the District prior to entering into this Contract any and all circumstances existing at such time which pose a potential conflict of interest.

c. Bylaws of the District's Governing Board 9270 BB and 9270(BB)E as hereinafter amended or renumber, require that a consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Provider represents that it has received and reviews a copy of these Governing Board bylaws and that it  does  does not qualify as a "designated employee".

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

d. Provider agrees to notify the Educational Services Department, in writing, if Provider believes that it is a "designated employee" and should be filing financial interest disclosures, but has not been required to do so by the District.

e. Should a conflict of interest issue arise, Provider agrees to fully cooperate in any inquiry and to provide the District with all documents or other information reasonably necessary to enable the District to determine whether or not a conflict of interest existed or exists. Failure to comply with the provisions of this section will constitute grounds for immediate termination of this Contract, in addition to whatever other remedies the District may have.

**25. Miscellaneous.**

**a. Press Releases and Marketing.** Provider represents that it will not publish or cause to be disseminated through any press release, public statement or marketing or selling effort any information which is related to this Contract or the services provided hereunder without prior written approval of District

**b. Severability Clause.** If any provision of this Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Contract will be severable and remain in effect.

**c. Notices.** Notices required under this Contract will be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

**For the District:** Anna Thomas, Director  
Oxnard School District  
Office of Curriculum, State and Federal Programs, Division of  
Educational Services  
1051 South "A" Street  
Oxnard School District  
Oxnard, CA 93030



**For Provider:** Advanced Reading Solutions LLC dba/UROK Learning Institute  
PO Box 250  
Huntington Park, CA 90255

**d. Successors and Assignees.** This Contract binds Provider's successors and assignees.

**e. Governing Law.** The laws of the State of California will govern the terms and conditions of this Contract with venue in Ventura County, California.

**f. Arbitration.** The parties agree to settle any controversy or claim or dispute arising out of or relating to this Contract by arbitration conducted by a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association, in a hearing locale in Ventura County, California. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator must be an active member of the California State Bar or a retired judge of the state or federal judiciary of California. Each party will bear its own costs and expenses associated with the arbitration. The arbitrator's fees and the administrative fees of the arbitration will be shared equally among the parties. Any party who fails or refuses to submit to arbitration will bear all costs and expenses incurred by such other party in compelling arbitration of any controversy, claim, or dispute.

**g. Integration.** This Contract and all attachments and amendments thereto including each SLP, the Provider's approved SES Provider application, a copy of the Provider's annual SES Accountability Report that was submitted to CDE by October 1, 2015, the Provider's SES Program Description and the Educational Services Department's policies and procedures constitute the entire agreement between District and Provider. This Contract supersedes any prior or contemporaneous written or oral understanding or agreement. No amendment to this Contract will be valid unless contained in a writing signed by both parties. Notwithstanding the foregoing sentence, District may modify or amend this Contract without Provider's consent to conform to federal and state laws and regulations.

**ADVANCED READING SOLUTIONS LLC  
dba/UROK LEARNING INSTITUTE:**

**OXNARD SCHOOL DISTRICT:**

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

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

\_\_\_\_\_  
*Typed Name & Title of Authorized Representative*

Lisa A. Franz, Director, Purchasing  
*Typed Name and Title*

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

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

## EXHIBIT A

### INSURANCE

I. Insurance Requirements. Provider 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 Provider, 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. Provider 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 one million dollars (\$1,000,000) combined single limit, bodily injury, personal injury and property damage liability per occurrence, in a form acceptable to the District.

(2) Comprehensive general and auto liability insurance with limits of not less than one million dollars (\$1,000,000) per accident for bodily injury and property damage per occurrence. A combined single limit policy with aggregate limits in an amount of not less than two million dollars (\$2,000,000) shall be considered equivalent to the said required minimum limit.

(3) Insurance Coverage shall 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 Provider's profession. This coverage may be written on a "claims made" basis and must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for at least 3 consecutive years following the later of the completion of the Services or the termination of this Agreement.

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

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

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

B. General Liability and Automobile Liability Coverages.

(1) District, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Provider performs; products and completed operations of Provider; premises owned, occupied or used by Provider ; or automobiles owned, leased, hired or borrowed by Provider. 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 Provider's insurance.

(3) Provider'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. Provider 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 Provider 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, Provider shall furnish certificates and endorsements from each subcontractor identical to those Provider 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 Provider 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 Provider's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

**EXHIBIT B**

**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 Provider under the Contract to which this Exhibit B is attached  constitute  do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Provider, **Advanced Reading Solutions LLC dba/UROK Learning Institute**, who will provide Services under the Contract,  is  is not subject to disclosure obligations.

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

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

Lisa A. Franz  
Director, Purchasing



Policy Number: PHPK1320460

General Liability

ADVANCED READING SOLUTIONS DBA: UROK LEARNING INSTITUTE

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED—OWNERS, LESSEES OR CONTRACTORS  
(WITH OPTIONAL COVERAGE PROVISIONS)**

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

NAME OF PERSON OR ORGANIZATION:

**OXNARD SCHOOL DISTRICT AND ITS RESPECTIVE ELECTED AND APPOINTED  
OFFICERS, OFFICIALS, AND EMPLOYEES AND VOLUNTEERS  
1051 SOUTH "A" STREET  
OXNARD, CA 93030**

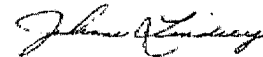
(If no entry appears above, information require to complete this endorsement will be shown in the  
Declarations as applicable to this endorsement)

Who is insured (Section II) is amended to included as an insured the person or organization shown in the  
schedule, but only to the extent the additional insured is held liable for the Named Insured's negligent acts  
or omissions arising from occurrence directly caused by and while in the course of the Named Insured's  
ongoing operations performed for that additional insured.

Optional Coverage Provisions applicable to the above. The selected option(s) is designated by a mark in  
the box on the left of the option.

- OPTION A. The insurance provided by the endorsement shall be primary, but only in the event of the Named Insured's sole negligence.
- X
- OPTION B. The insurance provided by this endorsement shall be primary and noncontributory, but only in the the event of the Named Insured's sole negligence.
- X- OPTION C. The insurance provided by this endorsement is amended to include any person or organization that the named Insured has agreed and/or is required by contract to name as an additional insured, per schedule on file with Company.

Additional Premium \$ Incl. \_\_\_\_\_



\_\_\_\_\_  
Authorized Representative      9/15/2015  
JoAnne Lindsey                      Date

Policy Number: PHPK1320460

Automobile Liability

ADVANCED READING SOLUTIONS DBA: UROK LEARNING INSTITUTE

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

ADDITIONAL INSURED—OWNERS, LESSEES OR CONTRACTORS  
(WITH OPTIONAL COVERAGE PROVISIONS)

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL AUTOMOBILE LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON OR ORGANIZATION:

OXNARD SCHOOL DISTRICT AND ITS RESPECTIVE ELECTED AND APPOINTED  
OFFICERS, OFFICIALS, AND EMPLOYEES AND VOLUNTEERS  
1051 SOUTH "A" STREET  
OXNARD, CA 93030

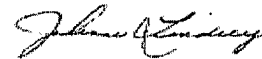
(If no entry appears above, information require to complete this endorsement will be shown in the  
Declarations as applicable to this endorsement)

Who is insured (Section II) is amended to included as an insured the person or organization shown in the  
schedule, but only to the extent the additional insured is held liable for the Named Insured's negligent acts  
or omissions arising from occurrence directly caused by and while in the course of the Named Insured's  
ongoing operations performed for that additional insured.

Optional Coverage Provisions applicable to the above. The selected option(s) is designated by a mark in  
the box on the left of the option.

- OPTION A. The insurance provided by the endorsement shall be primary, but only in the event of the Named Insured's sole negligence.
- X
- OPTION B. The insurance provided by this endorsement shall be primary and noncontributory, but only in the event of the Named Insured's sole negligence.
- X- OPTION C. The insurance provided by this endorsement is amended to include any person or organization that the named Insured has agreed and/or is required by contract to name as an additional insured, per schedule on file with Company.

Additional Premium \$ Incl. \_\_\_\_\_.



9/15/2015  
Authorized Representative Date  
JoAnne Lindsey

**This endorsement, effective: 05/21/2015**  
**Forms a part of policy No: PHPK1320460**  
**Issued to: ADVANCED READING SOLUTIONS DBA: UROK LEARNING**  
**INSTITUTE**

**THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY**

**ADDITIONAL INSURED**

This endorsement modifies insurance provide under the following:

**COMMERICAL GENERAL LIABILITY AND  
PROFESSIONAL LIABILITY POLICY**

In consideration of an additional premium (included) it is hereby agreed that the following is included as an Additional Insured as respect Coverage A and B but only as respects liability arising out of your work for the Additional Insured by or for you.

Additional Insured:

**OXNARD SCHOOL DISTRICT AND ITS RESPECTIVE ELECTED AND APPOINTED OFFICERS,  
OFFICIALS, AND EMPLOYEES AND VOLUNTEERS  
1051 SOUTH "A" STREET  
OXNARD, CA 93030**

This does not apply to bodily injury or property damage arising out of the sole negligence or willful misconduct or, or for defect in design furnished by, the Additional Insured.

As respect the coverage afforded the Additional Insured, this insurance is primary and non-contributory and our obligations are not affected by any other insurance carried by such Additional insured whether primary, excess, contingent, or on any other basis.

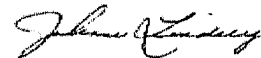
This endorsement does not increase the Company' limits of liability as specified in the Declaration of this policy.

**SEXUAL AND/OR PHYSICAL ABUSE LIMIT INCLUDED**

**\$1,000,000 PER OCCURRENCE, COMBINED SINGLE LIMIT**

**\$2,000,000 AGGREGATE LIMIT**

Additional Premium \$\_Incl.\_\_\_\_\_.



\_\_\_\_\_  
Authorized Representative      9/15/2015      Date  
JoAnne Lindsey  
or countersignature (in state where applicable)

All other terms, conditions and exclusions shall remain the same.

90997 (04/06) C12791







**OXNARD SCHOOL DISTRICT**  
**NO CHILD LEFT BEHIND – TITLE I**  
**2015-2016**



**Agreement #15-146**

**SUPPLEMENTAL EDUCATIONAL SERVICES (SES) PROVIDER and**  
**OXNARD SCHOOL DISTRICT (OSD)**

This Supplemental Educational Services (SES) Provider/District Contract (“Contract”) is made by and between the Oxnard School District (“District”) and Elevate Learning LLC (“Provider”).

**1. Purpose.** This Contract is entered into for the purpose of providing supplemental educational services (“SES”) to eligible District students whose parents choose Provider pursuant to pertinent provisions of the federal *No Child Left Behind Act* (20 U.S.C. Section 6301 et seq.). “Eligible students” are those students identified by the District who meet specific income and achievement requirements under Title I. This Contract does not commit the District to pay for SES provided to any District students, or the Provider to provide any such SES, unless and until an authorized representative of the Educational Services Department approves the provision of SES by Provider.

**2. Term.** The term of this Contract begins on December 10, 2015 and ends on May 30, 2016 (“Term”).

**3. Assignment of Students.** Students will be assigned in accordance with student eligibility, based on academic need, and parents’ first choice preference of SES provider. When SES requests for services exceed the funding allocation, students will be assigned in accordance with student eligibility and priority as established by Oxnard School District. A waiting list will be maintained.

**4. Definitions.** For purposes of this Contract, the following terms will have the meaning set forth below:

“Incentive” means any up-front monetary or material gifts valued at more than \$2.00 given to parents or students to encourage them to choose a specific provider to provide Supplemental Educational Services to their child and incentives valued at \$3.00 each or \$30.00 in the aggregate used within a provider’s program to encourage students to reach certain achievement or attendance levels after they have begun to provide services. Incentives may not include any food items. Any incentives distributed at provider fairs must be cleared by the District with an itemized receipt and description of items delivered to the district no later than one (1) day before the provider fair.

“Qualified” means that a person has met federal and state certification, licensing, registration or other comparable requirements (e.g., professional development, coursework completed, etc.) which apply to the area in which he or she is providing Supplemental

Educational Services, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements and adheres to the standards of professional practice established in federal and state law or regulation. Nothing in this definition shall be construed as restricting the activities of a graduate needing direct hours leading to licensure or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university.

“Parent” means the natural parent, adoptive parent, parent surrogate, legal guardian or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction.

“Supplemental Educational Services” means “tutoring and other supplemental academic enrichment services that are in addition to instruction provided during the school day and are of high quality, research-based, and specifically designed to increase the academic achievement of eligible children” on California’s statewide assessments and assist the children in meeting California’s core academic content standards/Common Core State Standards. 20 U.S.C. Section 6316(e)(12)(C).

## **5. Program Description**

**a. General Program of Instruction.** Provider will provide the District with a written summary of its general program of instruction (“SES Program Description”) for inclusion in the materials to be used by the District to inform parents about SES services available to eligible students. The total number of minutes per day provided by Provider will be specified in the SES Program Description and all instruction must be provided outside the normal school day. Provider’s SES Program Description will be approved by the District, attached to and become a part of this Contract prior to enrollment of District students in Provider’s program. Provider will provide the District with a copy of its CDE approved SES application and its annual SES accountability report. Provider will complete all hours of service within three months of student assignment.

**b. Student Learning Plan.** Upon acceptance of a District student, the Provider will submit to the District a Student Learning Plan (“SLP”) as specified by the Educational Services Department for each District student to be served by Provider. The SLP must include: (1) the specific achievement goals for the student, developed in consultation with the student’s parents and the provider; (2) a description of how the student’s progress will be measured and how the student’s parents and teachers will be regularly informed of that progress; (3) a timetable for improving the student’s achievement; and (4) the parent’s signature. Changes in any student’s SLP may only be made with the written consent of the District in consultation with the student’s parents. Provider, the District or the parents may request a review of a student’s SLP at any time. Unless otherwise agreed in writing, through submission of the SLP form, Provider agrees to provide all services specified in the student’s SLP.

### **c. Timeline for Initiation of Services.**

(i) Within one week of receiving the First Batch Assignment of students for tutoring from the District, Provider will acknowledge availability and preparedness to begin providing services to students from the First Batch. Provider’s acknowledgement will include the names of all tutors and certification of their Fingerprint Clearance and TB Test.

(ii) The SLP must be executed within 15 days of receipt of a District student's enrollment, but in no case later than January 29, 2016, unless a different time frame is agreed to by the Provider and the District's Educational Services Department. The District shall reassign students for whom a SLP is not received in accordance with the above noted timeline.

(iii) Provider will submit the first invoice to the District by or before **February 15, 2016**. **Provider may NOT bill for pretest assessment.**

(iv) Provider will have three months from receipt of the First Batch Assignment to complete tutoring. All invoicing for the First Batch Assignment must be submitted no later than **March 21, 2016**.

(v) If tutoring services have not been provided by the due date of the first invoice (**February 15, 2016**) the District shall re-assign students who have not been provided tutoring services.

**d. Provision of Services at No Charge to Parents.** Unless otherwise agreed to in writing between Provider and the District, Provider is responsible for the provision of all appropriate supplies, equipment, assessments, and/or facilities for students served under this Contract, as specified in the SES Program Description and the student's SLP. Provider will make no charge of any kind to parents for Supplemental Educational Services as specified in the student's SLP (including, but not limited to, screenings, District designated and other assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Contract). Online companies will outline the provider's technology support offered to families.

**e. Records of Attendance.** Provider shall maintain daily records of student attendance and services provided, including the name/address of student, the name of Provider's employee who rendered the service, and the tutoring time allocated for the services provided. Provider shall permit access to and/or a copy of such records to the District upon request.

**f. Student Progress Reports.** Provider will provide to parents, each student's home school, and the Educational Services Department two written progress reports/report cards in writing and in a language that parents can understand, pursuant to the requirements specified by the Educational Services Department. A copy of the progress reports/report cards will be maintained at the Provider's place of business and made available upon request of the District or the student's parent(s). The first progress report will be completed after the first half of the Provider's total tutoring hours have been completed and will be provided to parents, each student's home school with an introductory cover sheet, and the Educational Services Department within five business days. The second (End of Service Report) required progress report will be completed after the total service hours have been delivered and prior to the final invoice or March 21, 2016 (whichever comes first).

**g. End of Service Reports.** Provider will provide to parents, each student's home school, and the Educational Services Department, a written End of Service Report before or at the time of final invoicing describing the student's progress or accomplishments upon the termination or completion of the services. The End of the School Year Report will include the following: (1) Pre-Test administered and student score; (2) the student's attendance report; and (3) Post-Test administered and student score. Final invoice will not be paid until the end of service report is received.

**h. Student Change of Enrollment.** If a student changes his/her enrollment to a school outside of the District's service boundaries or school whose students are not eligible for Supplemental Educational Services under the *No Child Left Behind* Act, the District will not be responsible for the costs of services delivered after the student's change of enrollment.

**i. Withdrawal of Students from Program.** Provider will report, by telephone and in writing by email, to the Educational Services Department when a District student is withdrawn by a parent from services. Provider shall provide notice of withdrawal *within 48 hours*.

**j. Parent Access and Complaints.** Provider will provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, and meeting rooms. Provider will comply with any known court orders regarding parental visits and access to students. Provider will maintain and adhere to its own written procedures for responding to parent complaints. Provider will provide documentation of these procedures to the Educational Services Department no later than the date that this Contract is signed.

**k. Services on District Campuses.** Provider will not provide services on the District's public school campuses unless, at its discretion, the District approves such use under specific guidelines to be determined by the District. If Provider is permitted access to public school campuses, Provider will comply with Penal Code Section 627.1 *et. seq.*, and District and school procedures regarding visitors to school campuses. Provider will be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on public school campuses, and may not use the District's supplies, copiers, etc. If Provider's access to a District campus is pursuant to a lease or other document, Provider will comply with all District requirements and policies regarding the leasing of facilities from the District.

**l. General Requirements.** Provider shall have participated in all District coordinated meetings and/or fairs to be eligible to provide services. Additionally, providers shall abide by all criteria set forth in informational meetings and/or fairs in order to provide SES to District students.

**m. Equal Distribution of hours per pupil.** Tutoring will be completed within *three (3) months* of the company receiving assignment of student(s). The Educational Services Department will approve the SLP's and communicate approval via written notice and/or e-mail. The number of hours indicated in the SLP should be evenly distributed over the *three month* period (e.g. all tutoring hours should not be completed in one month's time).

**6. Certification/Approval.** Provider shall be certified or otherwise approved by the California Department of Education ("CDE") as a SES provider. A current copy of Provider's approved application and SES provider certification approval must be provided to the District on or before the date this Contract is executed by Provider. Provider will also provide the District with its most recent SES provider application approved by the California Department of Education (CDE) on or before the date this Contract is executed. This Contract will be null and void if such certification approval expires, or is revoked, rescinded or otherwise nullified during

the Term of this Contract. Provider will provide the District its most recent annual SES Accountability Report on or before October 15, 2015.

**7. Fingerprints/Clearance Requirements.** Provider will comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, California Code of Regulations section 13075(J) including, but not limited to: obtaining clearance from the California Department of Justice (hereinafter referred to as “CDOJ”) and TB clearance for Provider’s employees, and volunteers, and contractors prior to providing service to any District student unless Provider determines that the employees, volunteers, and contractors will have no physical contact with District students. Such CDOJ clearance must include a determination that any such person has not been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the such person’s conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 4423 (i) or (j). In addition, Provider will make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2 with respect to each such person. Provider will certify in writing to District that Provider has at all times complied with this Section of the Contract. Clearance certification must be submitted to the Educational Services Department prior to program implementation. Provider must submit clearance information to the Office of Curriculum, State and Federal Programs with each monthly invoice and note personnel changes that effect the provision of SES.

**8. Staff Qualifications.** Provider will ensure that all individuals employed, contracted, or otherwise hired by Provider to provide instruction or related services are qualified in the area in which the individuals are providing such instruction or services. Provider will comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision. Provider will deliver designated instruction and services utilizing personnel who possess a license issued by an appropriate licensing agency authorizing the licensee to provide the specific service, or possess a credential authorizing the service or are otherwise qualified to provide the service. Before the start of service, Provider will submit to District a staff list, and all current licenses, credentials, permits or other documents (e.g., proof of professional development or coursework completed, etc.) which entitle the holder to provide SES. Provider will provide to District updated information regarding the status of licenses, credentials, permits or other relevant documents each month during the Term.

**9. Staff Absence.** If Provider’s assigned service provider is absent, Provider will provide a qualified (as defined in section 4 and as determined by District) substitute. The District will not pay for services unless a qualified substitute is provided or Provider provides documentation evidencing the provision of “make-up” services by a qualified service provider.

**10. Record Keeping/Confidentiality.**

**a. Maintenance of Records.** All records will be maintained by Provider as required by state and federal laws and regulations. Notwithstanding the foregoing, Provider will maintain all material records relating to this Contract and to its SES services in the District for at least five (5) years after the termination of this Contract and such records will be available for audit by the District. For purposes of this Contract, “material records” includes, without limitation: pupil records as defined by California Education Code sections 49061(b);

registers and roll books of teachers and/or daily service providers; daily service logs and other documents used to record the provision of services, including SLPs; staff lists specifying credentials held and documents evidencing other staff qualifications, dates of hire and dates of termination; transportation and other related services subcontracts; liability and worker's compensation insurance policies; Supplemental Educational Services agency certifications; statements of income and expenses; and general ledgers and supporting documents.

**b. Pupil Records.** Provider will maintain all pupil records in a secure location to ensure confidentiality and will prevent unauthorized access. Provider will not disclose the identity of any student eligible for, or receiving, SES to any third party, nor will Provider forward any student record to any other person other than the parents or the District, without the written permission of the parents of such student. Provider will maintain a current list of the names and positions of Provider's employees who have access to confidential records. Provider will maintain an access log for each student's record which lists all persons, agencies or organizations requesting or receiving information from the record. Such log will be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation and date/time of access for each individual requesting or receiving information from the student's record. Such log may not record access to the student's records by: (i) the student's parent; (ii) an individual to whom written consent has been executed by the student's parent; or (iii) employees of the District or Provider having a legitimate educational interest in requesting or receiving information from the record. For purposes of this paragraph, "employees of the District or Provider" do not include subcontractors. Provider will grant access to pupil records and comply with all requests for copies of pupil records as required by state and federal laws and regulations.

**c. Delivery of Records to District.** At the conclusion of the performance of this Contract (or upon completion of services to any particular student), Provider will turn over to the District, all pupil records for the District's students to whom Provider has provided services under this Contract. At the conclusion of the performance of this Contract and upon the written request of the District, Provider will return to District all written materials constituting or incorporating any communications or information obtained from the District.

**d. Survival.** Provider's obligations under this Section 9 will survive cancellation, termination or expiration of this Contract.

## **11. Monitoring.**

**a. Access by District.** Provider will notify the District of the location and/or any change in location at which it is providing services to the District's eligible students. Provider will allow access by District to its facilities for periodic monitoring of each District student's instructional program and will be invited to participate in the review of each student's progress. District will have access to observe each District student at work, observe the instructional setting, interview Provider, and review each District student's records and progress. Such access will include unannounced monitoring visits.

**b. Reports.** Provider will provide the District served with an end-of-the-year report summarizing total student progress (aggregate), as well as disaggregated data by gender, ethnicity, grade level, language fluency and number of tutoring sessions provided. This end-of-the-year report will be due the District no later than **June 15, 2016.**

c. **Reviews.** Provider will participate in an annual review process as deemed appropriate by District. This review will address, among other things, programmatic aspects of the Provider, compliance with relevant state and federal regulations, assessments of District students, District student achievement growth, and Contract compliance. Provider will participate in any reviews, including without limitation, self-reviews as required by law.

d. **Program Audits.** Provider understands that the District reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

e. **Financial Audits.** The District will have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Contract. Provider will make available to District all budgetary information including operating budgets submitted by Provider to District for the relevant contract period being audited. Provider will make such evidence and documents available at the office of District or Provider's offices (as specified by District) at all reasonable times and without charge within five days of a written request from District. Provider will, at no cost to District, provide assistance for such examination or audit.

## 12. Compliance with Laws, Regulations and Policies.

a. **General.** During the term of this Contract, unless otherwise agreed, Provider will comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations, including but not limited to applicable health, safety, and civil rights laws. Provider will also comply with all District policies and regulations unless Provider determines, taking into consideration all of the surrounding facts and circumstances, that a policy or a portion thereof does not reasonably apply to Provider. Provider hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with applicable laws, regulations and District policies and will indemnify the District under the provisions of Section 17 of this Contract for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of Provider's noncompliance.

b. **Incident/Accident Reporting.** Provider will submit a written accident report to the District within 24 hours of any accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

c. **Child Abuse Reporting.** Provider hereby agrees that all staff members, including volunteers, are familiar with and agree to child abuse and missing children reporting obligations and procedures under California law, including but not limited to, California Education Code Section 49370 and California Penal Code section 11166, *et seq.* Provider must develop and maintain a written child abuse reporting procedure and provide an annual training to all its employees regarding mandated reporting of child abuse and missing children. Provider agrees that all staff members will abide by such laws in a timely manner.

d. **Discrimination.** Provider will not discriminate on the basis of race, religion, sex, national origin, age, disability or sexual orientation in employment or operation of its program.



**13. Enrollment, Contracting, Attendance Reporting and Billing Procedures.**

**a. Compliance with District Procedures.** Provider will comply with all procedures concerning enrollment, contracting, attendance reporting, and billing as specified by the Educational Services Department.

**b. Hourly Rate.** Provider will specify one hourly rate for SES services to students. Based upon this hourly rate, Provider will specify the maximum number of hours of service to be provided for each District student. If the California Department of Education per-pupil rate for SES increases or decreases for the District, Provider will amend their hourly rate and/or number of hours of service to reflect the change.

**c. Attendance Records.** Provider will maintain separate registers for each District student that describe the services provided. Original attendance forms (i.e., daily service logs and notes) will be completed by the actual service provider whose signature will appear on such forms and will be available for review, inspection, or audit by District during the Term and for a period of five (5) years thereafter. Provider will verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

**d. Invoices.** Prior to invoicing for first payment, but no later than submitting the invoice for first payment, Provider must have submitted the SLP for each student to the District. Payment for services requires the plan. Hours submitted without a plan will not be paid. All other required documents stipulated in this contract must be received by the Office of Curriculum, State and Federal Programs prior to or by first invoicing. Monthly invoices will be itemized by name and address of student, service provided, student attendance verified by parent in writing (initialed and with signature), and amount billed. Parent signature and verification (initials for service dates) are required for invoicing. Such invoices/attendance forms shall be submitted within thirty (30) days of the rendering of services. A copy of the invoice/attendance form to be used shall be provided by the District with this contract, as set forth in Exhibit C. District will not pay invoices/bills received over 30 days after the end of each month.

Provider will receive compensation only for sessions attended by District students and Supplemental Educational Services actually provided to District students. Provider will not receive compensation for District student absences. Total per student expenditures cannot exceed one and a half hours per day, three hours per week, or twelve (12) hours per month. Invoice and related documents will be submitted on a form and in the manner prescribed by District. District will make payment to Provider based on the number of billable days of attendance and hours of service at rates specified in this Contract. Payment will be within forty-five (45) days after District's receipt of invoices prepared and submitted as specified by the Educational Services Department. Provider will correct deficiencies and submit rebilling invoices no later than thirty (30) days after the invoice is returned by District. District will pay properly submitted re-billing invoices not later than forty-five (45) days after the date a completely corrected re-billing invoice is received by District.

Pre-assessment (or initial assessment) hours will not be included in any invoices. A maximum of one-hour for post assessment at the conclusion of tutoring will be permitted for billing.

e. **Final Invoice.** Final invoices must be received by District no later than June 15, 2016. All tutoring must be completed by May 30, 2016

f. **Payments by Other Agencies.** Provider will notify District when any other agency is billed for the costs associated with the provision of Supplemental Educational Services to District students. Upon request, Provider will provide to District any and all documentation regarding reports, billing, or payments by any agency for the costs associated with the provision of Supplemental Educational Services to District students.

14. **Monthly Invoices.** Provider shall submit monthly invoices to the District, itemized by the name/address of the student, service provided and actual number of hours for which services were provided, and amount owed. Invoices shall be submitted within thirty (30) days of the date of service.

**Each month a list of students who have not received services for any reason must be expressly reported to the District. The list of students who have not received services should be provided along with the monthly invoice.**

15. **Payment.** Upon proper monthly invoicing, District agrees to pay Provider for services performed during the term of this Agreement not to exceed \$894.26 per student served. The District shall pay Provider at the maximum rate of \$89.42 per hour (as listed in the CDE approved Provider Application).

15. **Right to Withhold Payment.**

a. **Bases for Withholding.** District may withhold payment to Provider when: (i) Provider has failed to perform, in whole or in part, under the terms of this Contract, or the SLP; (ii) Provider was overpaid by District as determined by inspection, review, or audit of Provider's program, work, or records; (iii) education or related services are provided to District students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (iv) District has not received prior to the end of the Term, all documents concerning one or more District students enrolled in Provider's educational program; or (v) Provider receives payment from another agency or funding source for a service provided to a District student.

b. **Notice and Opportunity to Cure.** If District determines that cause exists to withhold payment to Provider, District shall, within 10 days of this determination, provide to Provider written notice that District is withholding payment. The notice will describe the reasons for the withholding. Such notice will specify the basis or bases for District's withholding payment and the amount to be withheld. Within 14 days from the date of receipt of such notice, Provider will take all necessary and appropriate action to correct the deficiencies that form the basis for District's withholding payment or submit a written request for extension to correct the deficiencies. If the basis for withholding is not cured within the approved time period, payment will be denied.

17. **Incentives.** The Provider will not provide any up-front incentive valued at over \$2.00 per student to parents or students to encourage signing up for Provider's services or to encourage any other student or parent to sign up for Provider's services. Items such as pencils, pens, magnets, etcetera, are acceptable. Food items are not permitted. In any marketing information or other explanation, either verbally and in writing, and in the delivery of services, Provider may not offer to parents or students incentives valued at more than \$3.00 each or

\$30.00 in the aggregate per student as achievement or attendance incentives once the student has signed up for Provider's services. Provider may not offer any incentive or payment of any amount to any District personnel employed by one of the SES eligible schools for helping Provider to recruit parents and students to sign-up for Provider's Supplemental Educational Services.

**18. Recruitment:** Recruiting. The provider shall not recruit on any school or district property. The provider shall not fill in the tutoring application for any family. The provider shall not identify themselves as employed by or working with Oxnard School District or any School. Approved providers will be provided a "Provider Recruitment Application" and allowed a 48 hour opportunity to recruit with said application. No provider shall recruit with any application prior to the 48 hour opportunity with the "Provider Recruitment Application". Any violation of these recruiting terms shall be grounds to be terminated from providing SES in Oxnard School District.

**19. Termination.**

**a. Without Cause.** This Contract may be terminated by the District or the Provider at any time. Provider's exercise of its right to terminate this Contract will not alleviate its responsibilities to complete any existing SLPs. To terminate this Contract, either party will give 20 calendar days written notice prior to the date of termination. Upon termination, without default of Provider, the District will pay, without duplication, for all services satisfactorily performed to the date of termination. In consideration of this payment, Provider waives all rights to any further payment of damage. Under no circumstances will Provider be entitled to anticipatory, lost profits or consequential damages as a result of termination under this section.

**b. For Cause.**

**(i)** The District may, by written notice to the Provider, terminate this Contract in whole or in part at any time because of the failure of the Provider to fulfill its contractual obligations and the District may, in its sole discretion, provide Provider with a reasonable period within which to cure the default. Upon receipt of such notice, the Provider will (A) immediately discontinue all services affected (unless the notice directs otherwise) and (B) deliver to the District all information and material as may have been involved in the provision of services whether provided by the District or generated by the Provider in the performance of this Contract, whether completed or in process (unless the notice directs otherwise). Termination of this Contract will be as of the date of receipt by the Provider of such notice.

**(ii)** If the termination is due to the failure of the Provider to fulfill its contractual obligations, the District may take over the services and complete the services by contract or otherwise. Provider will be liable for the reasonable costs and expenses related to the transfer of District students to another provider.

**(iii)** If, after the notice of termination for failure to fulfill contract obligations, it is determined that the Provider has not so failed, the termination will be deemed to have been effected without cause pursuant to 15(a) above.

(iv) Provider will not be entitled to anticipatory, lost profits or consequential damages as a result of any termination under this section. Payments to the Provider in accordance with this section will constitute the Provider's exclusive remedy for any termination hereunder.

20. **Insurance.** Provider agrees to obtain and maintain in full force and effect during the term of this Contract the insurance policies set forth in **Exhibit A** "Insurance" and made a part of this Contract. 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. Provider agrees to provide District with copies of required policies upon request.

21. **Indemnification.** Provider will indemnify and hold District and its Governing Board members, administrators, employees, agents, volunteers and subcontractors (District Indemnitees) harmless against any and all liability, loss, damage and expense (including reasonable attorneys' fees) arising out of or relating to this Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by an act or omission of Provider, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding District and District Indemnitees). This indemnity will survive the termination of this Contract.

22. **Independent Contractor.** Nothing in this Contract will be construed to imply a joint venture, partnership, employer-employee or principal-agent relationship between the District and Provider. Provider will provide all services under this Contract as an independent contractor, and neither party will have the authority to bind or make any commitment on behalf of the other. Provider is responsible for providing its own salaries, payroll taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind as required by law for its own employees and assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this Contract. Nothing in this Contract will be deemed to create any association, partnership, joint venture or relationship of principal and agent, or employer and employee between the parties or any affiliates of the parties, or between the District and any individual assigned by Provider to perform any services for the District. If the District is held to be a partner, joint venturer, co-principal, employer or co-employer of Provider, Provider will indemnify and hold the District harmless from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the District as a result of that holding.

23. **Subcontracting.** Provider shall not subcontract services. If the Provider is unable to provide approved services, the Provider shall notify the District of the inability to provide services. The District shall work to reassign the students to a provider approved to work with Oxnard School District.

24. **Conflicts of Interest.** Provider will provide to District a copy of its current bylaws and a current list of its Board of Directors, if it is incorporated. Provider covenants that neither it, nor any officer or any member of its Board of Directors has or will acquire any interest, directly or indirectly, that would conflict in any manner with the interests of the District or that would in any way hinder Provider's performance of services under this Contract.

Provider further covenants that in the performance of this Contract, no person having any such interest will be employed by it as an officer, employee, agent or subcontractor without the express written consent of the District.

a. Provider will not conduct or solicit any non-District business while on District property or time.

b. Provider will also take all necessary steps to avoid the appearance of a conflict of interest and will have a duty to disclose to the District prior to entering into this Contract any and all circumstances existing at such time which pose a potential conflict of interest.

c. Bylaws of the District's Governing Board 9270 BB and 9270(BB)E as hereinafter amended or renumber, require that a consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Provider represents that it has received and reviews a copy of these Governing Board bylaws and that it  does  does not qualify as a "designated employee".

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

d. Provider agrees to notify the Educational Services Department, in writing, if Provider believes that it is a "designated employee" and should be filing financial interest disclosures, but has not been required to do so by the District.

e. Should a conflict of interest issue arise, Provider agrees to fully cooperate in any inquiry and to provide the District with all documents or other information reasonably necessary to enable the District to determine whether or not a conflict of interest existed or exists. Failure to comply with the provisions of this section will constitute grounds for immediate termination of this Contract, in addition to whatever other remedies the District may have.

**25. Miscellaneous.**

**a. Press Releases and Marketing.** Provider represents that it will not publish or cause to be disseminated through any press release, public statement or marketing or selling effort any information which is related to this Contract or the services provided hereunder without prior written approval of District

**b. Severability Clause.** If any provision of this Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Contract will be severable and remain in effect.

**c. Notices.** Notices required under this Contract will be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

**For the District:** Anna Thomas, Director  
Oxnard School District  
Office of Curriculum, State and Federal Programs, Division of  
Educational Services  
1051 South "A" Street  
Oxnard School District  
Oxnard, CA 93030

**For Provider:** Elevate Learning LLC  
11110 Ohio Avenue, Suite 100  
Los Angeles, CA 90025

**d. Successors and Assignees.** This Contract binds Provider's successors and assignees.

**e. Governing Law.** The laws of the State of California will govern the terms and conditions of this Contract with venue in Ventura County, California.

**f. Arbitration.** The parties agree to settle any controversy or claim or dispute arising out of or relating to this Contract by arbitration conducted by a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association, in a hearing locale in Ventura County, California. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator must be an active member of the California State Bar or a retired judge of the state or federal judiciary of California. Each party will bear its own costs and expenses associated with the arbitration. The arbitrator's fees and the administrative fees of the arbitration will be shared equally among the parties. Any party who fails or refuses to submit to arbitration will bear all costs and expenses incurred by such other party in compelling arbitration of any controversy, claim, or dispute.

**g. Integration.** This Contract and all attachments and amendments thereto including each SLP, the Provider's approved SES Provider application, a copy of the Provider's annual SES Accountability Report that was submitted to CDE by ***October 1, 2015***, the Provider's SES Program Description and the Educational Services Department's policies and procedures constitute the entire agreement between District and Provider. This Contract supersedes any prior or contemporaneous written or oral understanding or agreement. No amendment to this Contract will be valid unless contained in a writing signed by both parties. Notwithstanding the foregoing sentence, District may modify or amend this Contract without Provider's consent to conform to federal and state laws and regulations.

**ELEVATE LEARNING LLC:**

**OXNARD SCHOOL DISTRICT:**

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

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

\_\_\_\_\_  
*Typed Name & Title of Authorized Representative*

Lisa A. Franz, Director, Purchasing  
*Typed Name and Title*

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

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

## EXHIBIT A

### INSURANCE

I. Insurance Requirements. Provider 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 Provider, 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. Provider 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 one million dollars (\$1,000,000) combined single limit, bodily injury, personal injury and property damage liability per occurrence, in a form acceptable to the District.

(2) Comprehensive general and auto liability insurance with limits of not less than one million dollars (\$1,000,000) per accident for bodily injury and property damage per occurrence. A combined single limit policy with aggregate limits in an amount of not less than two million dollars (\$2,000,000) shall be considered equivalent to the said required minimum limit.

(3) Insurance Coverage shall 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 Provider's profession. This coverage may be written on a "claims made" basis and must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for at least 3 consecutive years following the later of the completion of the Services or the termination of this Agreement.

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

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

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

B. General Liability and Automobile Liability Coverages.

(1) District, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Provider performs; products and completed operations of Provider; premises owned, occupied or used by Provider ; or automobiles owned, leased, hired or borrowed by Provider. 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 Provider's insurance.

(3) Provider'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. Provider 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 Provider 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, Provider shall furnish certificates and endorsements from each subcontractor identical to those Provider 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 Provider 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 Provider's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.



**EXHIBIT B**

**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 Provider under the Contract to which this Exhibit B is attached  constitute  do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Provider, **Elevate Learning LLC**, who will provide Services under the Contract,  is  is not subject to disclosure obligations.

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

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

Lisa A. Franz  
Director, Purchasing



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/18/15

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

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

<b>PRODUCER</b> E360 Insurance Services 16200 Ventura Blvd., Suite 300 Encino, CA 91436 Phone (888) 862-6750 Fax (888) 256-0809		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (888) 862-6750 FAX (A/C, No): (888) 256-0809 E-MAIL ADDRESS:	
<b>INSURED</b> Elevate Learning, LLC P.O. Box 241647 Los Angeles, CA 90024		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> AmTrust	
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES** CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> 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 \$ \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Y	SWC1067845	03/31/2015	03/31/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000.00 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000.00 E.L. DISEASE - POLICY LIMIT \$ 1,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 30 days NOC for non-payment of premium.

**CERTIFICATE HOLDER**

Oxnard School District  
 1051 South A Street  
 Oxnard, CA 93030

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE





ELEVA-1

OP ID: LA

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/14/2015

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).

<b>PRODUCER</b> Intermarket Insurance Agcy Inc 205 E Main Street, Suite 3-4 Huntington, NY 11743 House Accounts	<b>CONTACT NAME:</b> Vicky Hanley <b>PHONE (A/C, No, Ext):</b> 631-421-2424 <b>FAX (A/C, No):</b> 631-421-2004 <b>E-MAIL ADDRESS:</b>  <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : Philadelphia Ins Companies</td> <td></td> </tr> <tr> <td>INSURER B : Lloyds of London</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Philadelphia Ins Companies		INSURER B : Lloyds of London		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Philadelphia Ins Companies															
INSURER B : Lloyds of London															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
<b>INSURED</b> Elevate Learning, LLC 11110 Ohio Ave ste 100 Los Angeles, CA 90025															

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
X	<b>COMMERCIAL GENERAL LIABILITY</b> <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <b>Abuse and Molest.</b>	X	X	PHPK1364871 MEO1482054.14	08/31/2015 08/31/2015	08/31/2016 08/31/2016	EACH OCCURRENCE \$ <b>1,000,000</b>
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b>
B	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC OTHER:			PHPK1364871	08/31/2015	08/31/2016	MED EXP (Any one person) \$ <b>10,000</b>
							PERSONAL & ADV INJURY \$ <b>1,000,000</b>
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			PHPK1364871	08/31/2015	08/31/2016	GENERAL AGGREGATE \$ <b>3,000,000</b>
							PRODUCTS - COMP/OP AGG \$ <b>3,000,000</b>
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>10000</b>			PHUB507530	08/27/2015	08/27/2016	CLM/AGG \$ <b>1M/1M</b>
							COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
A	<b>Crime</b> <b>Prof. Liability</b>			PHPK1364871 PHPK1364871	08/31/2015 08/31/2015	08/31/2016 08/31/2016	PROPERTY DAMAGE (Per accident) \$
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
							CLM/AGG <b>1M/1M</b>
							OCC/AGG <b>1M/3M</b>

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

Oxnard School District and its respective elected and appointed officers, officials, employees and volunteers are included as additional insureds if required by a written contract or agreement. In the event of a policy cancellation. General Liability is Primary and NonContributory

**CERTIFICATE HOLDER****CANCELLATION**

OXNARSD

Oxnard School District  
 1051 South A Street  
 Oxnard, CA 93030

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

AUTHORIZED REPRESENTATIVE

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<p><b>Name Of Additional Insured Person(s) Or Organization(s):</b></p> <p>Oxnard School District, its officers, officials, employees &amp; volunteers</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



**OXNARD SCHOOL DISTRICT**  
**NO CHILD LEFT BEHIND – TITLE I**  
**2015-2016**



**Agreement #15-147**

**SUPPLEMENTAL EDUCATIONAL SERVICES (SES) PROVIDER and**  
**OXNARD SCHOOL DISTRICT (OSD)**

This Supplemental Educational Services (SES) Provider/District Contract (“Contract”) is made by and between the Oxnard School District (“District”) and Learn with iPads LLC (“Provider”).

**1. Purpose.** This Contract is entered into for the purpose of providing supplemental educational services (“SES”) to eligible District students whose parents choose Provider pursuant to pertinent provisions of the federal *No Child Left Behind Act* (20 U.S.C. Section 6301 et seq.). “Eligible students” are those students identified by the District who meet specific income and achievement requirements under Title I. This Contract does not commit the District to pay for SES provided to any District students, or the Provider to provide any such SES, unless and until an authorized representative of the Educational Services Department approves the provision of SES by Provider.

**2. Term.** The term of this Contract begins on December 10, 2015 and ends on May 30, 2016 (“Term”).

**3. Assignment of Students.** Students will be assigned in accordance with student eligibility, based on academic need, and parents’ first choice preference of SES provider. When SES requests for services exceed the funding allocation, students will be assigned in accordance with student eligibility and priority as established by Oxnard School District. A waiting list will be maintained.

**4. Definitions.** For purposes of this Contract, the following terms will have the meaning set forth below:

“Incentive” means any up-front monetary or material gifts valued at more than \$2.00 given to parents or students to encourage them to choose a specific provider to provide Supplemental Educational Services to their child and incentives valued at \$3.00 each or \$30.00 in the aggregate used within a provider’s program to encourage students to reach certain achievement or attendance levels after they have begun to provide services. Incentives may not include any food items. Any incentives distributed at provider fairs must be cleared by the District with an itemized receipt and description of items delivered to the district no later than one (1) day before the provider fair.

“Qualified” means that a person has met federal and state certification, licensing, registration or other comparable requirements (e.g., professional development, coursework completed, etc.) which apply to the area in which he or she is providing Supplemental

Educational Services, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements and adheres to the standards of professional practice established in federal and state law or regulation. Nothing in this definition shall be construed as restricting the activities of a graduate needing direct hours leading to licensure or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university.

“Parent” means the natural parent, adoptive parent, parent surrogate, legal guardian or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction.

“Supplemental Educational Services” means “tutoring and other supplemental academic enrichment services that are in addition to instruction provided during the school day and are of high quality, research-based, and specifically designed to increase the academic achievement of eligible children” on California’s statewide assessments and assist the children in meeting California’s core academic content standards/Common Core State Standards. 20 U.S.C. Section 6316(e)(12)(C).

## **5. Program Description**

**a. General Program of Instruction.** Provider will provide the District with a written summary of its general program of instruction (“SES Program Description”) for inclusion in the materials to be used by the District to inform parents about SES services available to eligible students. The total number of minutes per day provided by Provider will be specified in the SES Program Description and all instruction must be provided outside the normal school day. Provider’s SES Program Description will be approved by the District, attached to and become a part of this Contract prior to enrollment of District students in Provider’s program. Provider will provide the District with a copy of its CDE approved SES application and its annual SES accountability report. Provider will complete all hours of service within three months of student assignment.

**b. Student Learning Plan.** Upon acceptance of a District student, the Provider will submit to the District a Student Learning Plan (“SLP”) as specified by the Educational Services Department for each District student to be served by Provider. The SLP must include: (1) the specific achievement goals for the student, developed in consultation with the student’s parents and the provider; (2) a description of how the student’s progress will be measured and how the student’s parents and teachers will be regularly informed of that progress; (3) a timetable for improving the student’s achievement; and (4) the parent’s signature. Changes in any student’s SLP may only be made with the written consent of the District in consultation with the student’s parents. Provider, the District or the parents may request a review of a student’s SLP at any time. Unless otherwise agreed in writing, through submission of the SLP form, Provider agrees to provide all services specified in the student’s SLP.

### **c. Timeline for Initiation of Services.**

(i) Within one week of receiving the First Batch Assignment of students for tutoring from the District, Provider will acknowledge availability and preparedness to begin providing services to students from the First Batch. Provider’s acknowledgement will include the names of all tutors and certification of their Fingerprint Clearance and TB Test.

(ii) The SLP must be executed within 15 days of receipt of a District student's enrollment, but in no case later than January 29, 2016, unless a different time frame is agreed to by the Provider and the District's Educational Services Department. The District shall reassign students for whom a SLP is not received in accordance with the above noted timeline.

(iii) Provider will submit the first invoice to the District by or before **February 15, 2016**. **Provider may NOT bill for pretest assessment.**

(iv) Provider will have three months from receipt of the First Batch Assignment to complete tutoring. All invoicing for the First Batch Assignment must be submitted no later than **March 21, 2016**.

(v) If tutoring services have not been provided by the due date of the first invoice (**February 15, 2016**) the District shall re-assign students who have not been provided tutoring services.

**d. Provision of Services at No Charge to Parents.** Unless otherwise agreed to in writing between Provider and the District, Provider is responsible for the provision of all appropriate supplies, equipment, assessments, and/or facilities for students served under this Contract, as specified in the SES Program Description and the student's SLP. Provider will make no charge of any kind to parents for Supplemental Educational Services as specified in the student's SLP (including, but not limited to, screenings, District designated and other assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Contract). Online companies will outline the provider's technology support offered to families.

**e. Records of Attendance.** Provider shall maintain daily records of student attendance and services provided, including the name/address of student, the name of Provider's employee who rendered the service, and the tutoring time allocated for the services provided. Provider shall permit access to and/or a copy of such records to the District upon request.

**f. Student Progress Reports.** Provider will provide to parents, each student's home school, and the Educational Services Department two written progress reports/report cards in writing and in a language that parents can understand, pursuant to the requirements specified by the Educational Services Department. A copy of the progress reports/report cards will be maintained at the Provider's place of business and made available upon request of the District or the student's parent(s). The first progress report will be completed after the first half of the Provider's total tutoring hours have been completed and will be provided to parents, each student's home school with an introductory cover sheet, and the Educational Services Department within five business days. The second (End of Service Report) required progress report will be completed after the total service hours have been delivered and prior to the final invoice or March 21, 2016 (whichever comes first).

**g. End of Service Reports.** Provider will provide to parents, each student's home school, and the Educational Services Department, a written End of Service Report before or at the time of final invoicing describing the student's progress or accomplishments upon the termination or completion of the services. The End of the School Year Report will include the following: (1) Pre-Test administered and student score; (2) the student's attendance report; and (3) Post-Test administered and student score. Final invoice will not be paid until the end of service report is received.

**h. Student Change of Enrollment.** If a student changes his/her enrollment to a school outside of the District's service boundaries or school whose students are not eligible for Supplemental Educational Services under the *No Child Left Behind* Act, the District will not be responsible for the costs of services delivered after the student's change of enrollment.

**i. Withdrawal of Students from Program.** Provider will report, by telephone and in writing by email, to the Educational Services Department when a District student is withdrawn by a parent from services. Provider shall provide notice of withdrawal **within 48 hours**.

**j. Parent Access and Complaints.** Provider will provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, and meeting rooms. Provider will comply with any known court orders regarding parental visits and access to students. Provider will maintain and adhere to its own written procedures for responding to parent complaints. Provider will provide documentation of these procedures to the Educational Services Department no later than the date that this Contract is signed.

**k. Services on District Campuses.** Provider will not provide services on the District's public school campuses unless, at its discretion, the District approves such use under specific guidelines to be determined by the District. If Provider is permitted access to public school campuses, Provider will comply with Penal Code Section 627.1 *et. seq.*, and District and school procedures regarding visitors to school campuses. Provider will be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on public school campuses, and may not use the District's supplies, copiers, etc. If Provider's access to a District campus is pursuant to a lease or other document, Provider will comply with all District requirements and policies regarding the leasing of facilities from the District.

**l. General Requirements.** Provider shall have participated in all District coordinated meetings and/or fairs to be eligible to provide services. Additionally, providers shall abide by all criteria set forth in informational meetings and/or fairs in order to provide SES to District students.

**m. Equal Distribution of hours per pupil.** Tutoring will be completed within **three (3) months** of the company receiving assignment of student(s). The Educational Services Department will approve the SLP's and communicate approval via written notice and/or e-mail. The number of hours indicated in the SLP should be evenly distributed over the **three month** period (e.g. all tutoring hours should not be completed in one month's time).

**6. Certification/Approval.** Provider shall be certified or otherwise approved by the California Department of Education ("CDE") as a SES provider. A current copy of Provider's approved application and SES provider certification approval must be provided to the District on or before the date this Contract is executed by Provider. Provider will also provide the District with its most recent SES provider application approved by the California Department of Education (CDE) on or before the date this Contract is executed. This Contract will be null and void if such certification approval expires, or is revoked, rescinded or otherwise nullified during



the Term of this Contract. Provider will provide the District its most recent annual SES Accountability Report on or before October 15, 2015.

**7. Fingerprints/Clearance Requirements.** Provider will comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, California Code of Regulations section 13075(J) including, but not limited to: obtaining clearance from the California Department of Justice (hereinafter referred to as “CDOJ”) and TB clearance for Provider’s employees, and volunteers, and contractors prior to providing service to any District student unless Provider determines that the employees, volunteers, and contractors will have no physical contact with District students. Such CDOJ clearance must include a determination that any such person has not been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the such person’s conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 4423 (i) or (j). In addition, Provider will make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2 with respect to each such person. Provider will certify in writing to District that Provider has at all times complied with this Section of the Contract. Clearance certification must be submitted to the Educational Services Department prior to program implementation. Provider must submit clearance information to the Office of Curriculum, State and Federal Programs with each monthly invoice and note personnel changes that effect the provision of SES.

**8. Staff Qualifications.** Provider will ensure that all individuals employed, contracted, or otherwise hired by Provider to provide instruction or related services are qualified in the area in which the individuals are providing such instruction or services. Provider will comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision. Provider will deliver designated instruction and services utilizing personnel who possess a license issued by an appropriate licensing agency authorizing the licensee to provide the specific service, or possess a credential authorizing the service or are otherwise qualified to provide the service. Before the start of service, Provider will submit to District a staff list, and all current licenses, credentials, permits or other documents (e.g., proof of professional development or coursework completed, etc.) which entitle the holder to provide SES. Provider will provide to District updated information regarding the status of licenses, credentials, permits or other relevant documents each month during the Term.

**9. Staff Absence.** If Provider’s assigned service provider is absent, Provider will provide a qualified (as defined in section 4 and as determined by District) substitute. The District will not pay for services unless a qualified substitute is provided or Provider provides documentation evidencing the provision of “make-up” services by a qualified service provider.

**10. Record Keeping/Confidentiality.**

**a. Maintenance of Records.** All records will be maintained by Provider as required by state and federal laws and regulations. Notwithstanding the foregoing, Provider will maintain all material records relating to this Contract and to its SES services in the District for at least five (5) years after the termination of this Contract and such records will be available for audit by the District. For purposes of this Contract, “material records” includes, without limitation: pupil records as defined by California Education Code sections 49061(b);

registers and roll books of teachers and/or daily service providers; daily service logs and other documents used to record the provision of services, including SLPs; staff lists specifying credentials held and documents evidencing other staff qualifications, dates of hire and dates of termination; transportation and other related services subcontracts; liability and worker's compensation insurance policies; Supplemental Educational Services agency certifications; statements of income and expenses; and general ledgers and supporting documents.

**b. Pupil Records.** Provider will maintain all pupil records in a secure location to ensure confidentiality and will prevent unauthorized access. Provider will not disclose the identity of any student eligible for, or receiving, SES to any third party, nor will Provider forward any student record to any other person other than the parents or the District, without the written permission of the parents of such student. Provider will maintain a current list of the names and positions of Provider's employees who have access to confidential records. Provider will maintain an access log for each student's record which lists all persons, agencies or organizations requesting or receiving information from the record. Such log will be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation and date/time of access for each individual requesting or receiving information from the student's record. Such log may not record access to the student's records by: (i) the student's parent; (ii) an individual to whom written consent has been executed by the student's parent; or (iii) employees of the District or Provider having a legitimate educational interest in requesting or receiving information from the record. For purposes of this paragraph, "employees of the District or Provider" do not include subcontractors. Provider will grant access to pupil records and comply with all requests for copies of pupil records as required by state and federal laws and regulations.

**c. Delivery of Records to District.** At the conclusion of the performance of this Contract (or upon completion of services to any particular student), Provider will turn over to the District, all pupil records for the District's students to whom Provider has provided services under this Contract. At the conclusion of the performance of this Contract and upon the written request of the District, Provider will return to District all written materials constituting or incorporating any communications or information obtained from the District.

**d. Survival.** Provider's obligations under this Section 9 will survive cancellation, termination or expiration of this Contract.

## **11. Monitoring.**

**a. Access by District.** Provider will notify the District of the location and/or any change in location at which it is providing services to the District's eligible students. Provider will allow access by District to its facilities for periodic monitoring of each District student's instructional program and will be invited to participate in the review of each student's progress. District will have access to observe each District student at work, observe the instructional setting, interview Provider, and review each District student's records and progress. Such access will include unannounced monitoring visits.

**b. Reports.** Provider will provide the District served with an end-of-the-year report summarizing total student progress (aggregate), as well as disaggregated data by gender, ethnicity, grade level, language fluency and number of tutoring sessions provided. This end-of-the-year report will be due the District no later than **June 15, 2016.**

c. **Reviews.** Provider will participate in an annual review process as deemed appropriate by District. This review will address, among other things, programmatic aspects of the Provider, compliance with relevant state and federal regulations, assessments of District students, District student achievement growth, and Contract compliance. Provider will participate in any reviews, including without limitation, self-reviews as required by law.

d. **Program Audits.** Provider understands that the District reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

e. **Financial Audits.** The District will have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Contract. Provider will make available to District all budgetary information including operating budgets submitted by Provider to District for the relevant contract period being audited. Provider will make such evidence and documents available at the office of District or Provider's offices (as specified by District) at all reasonable times and without charge within five days of a written request from District. Provider will, at no cost to District, provide assistance for such examination or audit.

## 12. Compliance with Laws, Regulations and Policies.

a. **General.** During the term of this Contract, unless otherwise agreed, Provider will comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations, including but not limited to applicable health, safety, and civil rights laws. Provider will also comply with all District policies and regulations unless Provider determines, taking into consideration all of the surrounding facts and circumstances, that a policy or a portion thereof does not reasonably apply to Provider. Provider hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with applicable laws, regulations and District policies and will indemnify the District under the provisions of Section 17 of this Contract for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of Provider's noncompliance.

b. **Incident/Accident Reporting.** Provider will submit a written accident report to the District within 24 hours of any accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

c. **Child Abuse Reporting.** Provider hereby agrees that all staff members, including volunteers, are familiar with and agree to child abuse and missing children reporting obligations and procedures under California law, including but not limited to, California Education Code Section 49370 and California Penal Code section 11166, *et seq.* Provider must develop and maintain a written child abuse reporting procedure and provide an annual training to all its employees regarding mandated reporting of child abuse and missing children. Provider agrees that all staff members will abide by such laws in a timely manner.

d. **Discrimination.** Provider will not discriminate on the basis of race, religion, sex, national origin, age, disability or sexual orientation in employment or operation of its program.

**13. Enrollment, Contracting, Attendance Reporting and Billing Procedures.**

**a. Compliance with District Procedures.** Provider will comply with all procedures concerning enrollment, contracting, attendance reporting, and billing as specified by the Educational Services Department.

**b. Hourly Rate.** Provider will specify one hourly rate for SES services to students. Based upon this hourly rate, Provider will specify the maximum number of hours of service to be provided for each District student. If the California Department of Education per-pupil rate for SES increases or decreases for the District, Provider will amend their hourly rate and/or number of hours of service to reflect the change.

**c. Attendance Records.** Provider will maintain separate registers for each District student that describe the services provided. Original attendance forms (i.e., daily service logs and notes) will be completed by the actual service provider whose signature will appear on such forms and will be available for review, inspection, or audit by District during the Term and for a period of five (5) years thereafter. Provider will verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

**d. Invoices.** Prior to invoicing for first payment, but no later than submitting the invoice for first payment, Provider must have submitted the SLP for each student to the District. Payment for services requires the plan. Hours submitted without a plan will not be paid. All other required documents stipulated in this contract must be received by the Office of Curriculum, State and Federal Programs prior to or by first invoicing. Monthly invoices will be itemized by name and address of student, service provided, student attendance verified by parent in writing (initialed and with signature), and amount billed. Parent signature and verification (initials for service dates) are required for invoicing. Such invoices/attendance forms shall be submitted within thirty (30) days of the rendering of services. A copy of the invoice/attendance form to be used shall be provided by the District with this contract, as set forth in Exhibit C. District will not pay invoices/bills received over 30 days after the end of each month.

Provider will receive compensation only for sessions attended by District students and Supplemental Educational Services actually provided to District students. Provider will not receive compensation for District student absences. Total per student expenditures cannot exceed one and a half hours per day, three hours per week, or twelve (12) hours per month. Invoice and related documents will be submitted on a form and in the manner prescribed by District. District will make payment to Provider based on the number of billable days of attendance and hours of service at rates specified in this Contract. Payment will be within forty-five (45) days after District's receipt of invoices prepared and submitted as specified by the Educational Services Department. Provider will correct deficiencies and submit rebilling invoices no later than thirty (30) days after the invoice is returned by District. District will pay properly submitted re-billing invoices not later than forty-five (45) days after the date a completely corrected re-billing invoice is received by District.

Pre-assessment (or initial assessment) hours will not be included in any invoices. A maximum of one-hour for post assessment at the conclusion of tutoring will be permitted for billing.

e. **Final Invoice.** Final invoices must be received by District no later than June 15, 2016. All tutoring must be completed by May 30, 2016

f. **Payments by Other Agencies.** Provider will notify District when any other agency is billed for the costs associated with the provision of Supplemental Educational Services to District students. Upon request, Provider will provide to District any and all documentation regarding reports, billing, or payments by any agency for the costs associated with the provision of Supplemental Educational Services to District students.

14. **Monthly Invoices.** Provider shall submit monthly invoices to the District, itemized by the name/address of the student, service provided and actual number of hours for which services were provided, and amount owed. Invoices shall be submitted within thirty (30) days of the date of service.

**Each month a list of students who have not received services for any reason must be expressly reported to the District. The list of students who have not received services should be provided along with the monthly invoice.**

15. **Payment.** Upon proper monthly invoicing, District agrees to pay Provider for services performed during the term of this Agreement not to exceed \$894.26 per student served. The District shall pay Provider at the maximum rate of \$70.00 per hour (as listed in the CDE approved Provider Application).

15. **Right to Withhold Payment.**

a. **Bases for Withholding.** District may withhold payment to Provider when: (i) Provider has failed to perform, in whole or in part, under the terms of this Contract, or the SLP; (ii) Provider was overpaid by District as determined by inspection, review, or audit of Provider's program, work, or records; (iii) education or related services are provided to District students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (iv) District has not received prior to the end of the Term, all documents concerning one or more District students enrolled in Provider's educational program; or (v) Provider receives payment from another agency or funding source for a service provided to a District student.

b. **Notice and Opportunity to Cure.** If District determines that cause exists to withhold payment to Provider, District shall, within 10 days of this determination, provide to Provider written notice that District is withholding payment. The notice will describe the reasons for the withholding. Such notice will specify the basis or bases for District's withholding payment and the amount to be withheld. Within 14 days from the date of receipt of such notice, Provider will take all necessary and appropriate action to correct the deficiencies that form the basis for District's withholding payment or submit a written request for extension to correct the deficiencies. If the basis for withholding is not cured within the approved time period, payment will be denied.

17. **Incentives.** The Provider will not provide any up-front incentive valued at over \$2.00 per student to parents or students to encourage signing up for Provider's services or to encourage any other student or parent to sign up for Provider's services. Items such as pencils, pens, magnets, etcetera, are acceptable. Food items are not permitted. In any marketing information or other explanation, either verbally and in writing, and in the delivery of services, Provider may not offer to parents or students incentives valued at more than \$3.00 each or

\$30.00 in the aggregate per student as achievement or attendance incentives once the student has signed up for Provider's services. Provider may not offer any incentive or payment of any amount to any District personnel employed by one of the SES eligible schools for helping Provider to recruit parents and students to sign-up for Provider's Supplemental Educational Services.

**18. Recruitment:** Recruiting. The provider shall not recruit on any school or district property. The provider shall not fill in the tutoring application for any family. The provider shall not identify themselves as employed by or working with Oxnard School District or any School. Approved providers will be provided a "Provider Recruitment Application" and allowed a 48 hour opportunity to recruit with said application. No provider shall recruit with any application prior to the 48 hour opportunity with the "Provider Recruitment Application". Any violation of these recruiting terms shall be grounds to be terminated from providing SES in Oxnard School District.

**19. Termination.**

**a. Without Cause.** This Contract may be terminated by the District or the Provider at any time. Provider's exercise of its right to terminate this Contract will not alleviate its responsibilities to complete any existing SLPs. To terminate this Contract, either party will give 20 calendar days written notice prior to the date of termination. Upon termination, without default of Provider, the District will pay, without duplication, for all services satisfactorily performed to the date of termination. In consideration of this payment, Provider waives all rights to any further payment of damage. Under no circumstances will Provider be entitled to anticipatory, lost profits or consequential damages as a result of termination under this section.

**b. For Cause.**

**(i)** The District may, by written notice to the Provider, terminate this Contract in whole or in part at any time because of the failure of the Provider to fulfill its contractual obligations and the District may, in its sole discretion, provide Provider with a reasonable period within which to cure the default. Upon receipt of such notice, the Provider will (A) immediately discontinue all services affected (unless the notice directs otherwise) and (B) deliver to the District all information and material as may have been involved in the provision of services whether provided by the District or generated by the Provider in the performance of this Contract, whether completed or in process (unless the notice directs otherwise). Termination of this Contract will be as of the date of receipt by the Provider of such notice.

**(ii)** If the termination is due to the failure of the Provider to fulfill its contractual obligations, the District may take over the services and complete the services by contract or otherwise. Provider will be liable for the reasonable costs and expenses related to the transfer of District students to another provider.

**(iii)** If, after the notice of termination for failure to fulfill contract obligations, it is determined that the Provider has not so failed, the termination will be deemed to have been effected without cause pursuant to 15(a) above.

(iv) Provider will not be entitled to anticipatory, lost profits or consequential damages as a result of any termination under this section. Payments to the Provider in accordance with this section will constitute the Provider's exclusive remedy for any termination hereunder.

20. **Insurance.** Provider agrees to obtain and maintain in full force and effect during the term of this Contract the insurance policies set forth in **Exhibit A** "Insurance" and made a part of this Contract. 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. Provider agrees to provide District with copies of required policies upon request.

21. **Indemnification.** Provider will indemnify and hold District and its Governing Board members, administrators, employees, agents, volunteers and subcontractors (District Indemnitees) harmless against any and all liability, loss, damage and expense (including reasonable attorneys' fees) arising out of or relating to this Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by an act or omission of Provider, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding District and District Indemnitees). This indemnity will survive the termination of this Contract.

22. **Independent Contractor.** Nothing in this Contract will be construed to imply a joint venture, partnership, employer-employee or principal-agent relationship between the District and Provider. Provider will provide all services under this Contract as an independent contractor, and neither party will have the authority to bind or make any commitment on behalf of the other. Provider is responsible for providing its own salaries, payroll taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind as required by law for its own employees and assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this Contract. Nothing in this Contract will be deemed to create any association, partnership, joint venture or relationship of principal and agent, or employer and employee between the parties or any affiliates of the parties, or between the District and any individual assigned by Provider to perform any services for the District. If the District is held to be a partner, joint venturer, co-principal, employer or co-employer of Provider, Provider will indemnify and hold the District harmless from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the District as a result of that holding.

23. **Subcontracting.** Provider shall not subcontract services. If the Provider is unable to provide approved services, the Provider shall notify the District of the inability to provide services. The District shall work to reassign the students to a provider approved to work with Oxnard School District.

24. **Conflicts of Interest.** Provider will provide to District a copy of its current bylaws and a current list of its Board of Directors, if it is incorporated. Provider covenants that neither it, nor any officer or any member of its Board of Directors has or will acquire any interest, directly or indirectly, that would conflict in any manner with the interests of the District or that would in any way hinder Provider's performance of services under this Contract.

Provider further covenants that in the performance of this Contract, no person having any such interest will be employed by it as an officer, employee, agent or subcontractor without the express written consent of the District.

a. Provider will not conduct or solicit any non-District business while on District property or time.

b. Provider will also take all necessary steps to avoid the appearance of a conflict of interest and will have a duty to disclose to the District prior to entering into this Contract any and all circumstances existing at such time which pose a potential conflict of interest.

c. Bylaws of the District's Governing Board 9270 BB and 9270(BB)E as hereinafter amended or renumber, require that a consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Provider represents that it has received and reviews a copy of these Governing Board bylaws and that it  does  does not qualify as a "designated employee".

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

d. Provider agrees to notify the Educational Services Department, in writing, if Provider believes that it is a "designated employee" and should be filing financial interest disclosures, but has not been required to do so by the District.

e. Should a conflict of interest issue arise, Provider agrees to fully cooperate in any inquiry and to provide the District with all documents or other information reasonably necessary to enable the District to determine whether or not a conflict of interest existed or exists. Failure to comply with the provisions of this section will constitute grounds for immediate termination of this Contract, in addition to whatever other remedies the District may have.

**25. Miscellaneous.**

**a. Press Releases and Marketing.** Provider represents that it will not publish or cause to be disseminated through any press release, public statement or marketing or selling effort any information which is related to this Contract or the services provided hereunder without prior written approval of District

**b. Severability Clause.** If any provision of this Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Contract will be severable and remain in effect.

**c. Notices.** Notices required under this Contract will be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

**For the District:** Anna Thomas, Director  
Oxnard School District  
Office of Curriculum, State and Federal Programs, Division of  
Educational Services  
1051 South "A" Street  
Oxnard School District  
Oxnard, CA 93030



**For Provider:** Learn with iPads LLC  
7095 Hollywood Blvd., #772  
Hollywood, CA 90028

**d. Successors and Assignees.** This Contract binds Provider's successors and assignees.

**e. Governing Law.** The laws of the State of California will govern the terms and conditions of this Contract with venue in Ventura County, California.

**f. Arbitration.** The parties agree to settle any controversy or claim or dispute arising out of or relating to this Contract by arbitration conducted by a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association, in a hearing locale in Ventura County, California. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator must be an active member of the California State Bar or a retired judge of the state or federal judiciary of California. Each party will bear its own costs and expenses associated with the arbitration. The arbitrator's fees and the administrative fees of the arbitration will be shared equally among the parties. Any party who fails or refuses to submit to arbitration will bear all costs and expenses incurred by such other party in compelling arbitration of any controversy, claim, or dispute.

**g. Integration.** This Contract and all attachments and amendments thereto including each SLP, the Provider's approved SES Provider application, a copy of the Provider's annual SES Accountability Report that was submitted to CDE by October 1, 2015, the Provider's SES Program Description and the Educational Services Department's policies and procedures constitute the entire agreement between District and Provider. This Contract supersedes any prior or contemporaneous written or oral understanding or agreement. No amendment to this Contract will be valid unless contained in a writing signed by both parties. Notwithstanding the foregoing sentence, District may modify or amend this Contract without Provider's consent to conform to federal and state laws and regulations.

**LEARN WITH IPADS LLC:**

**OXNARD SCHOOL DISTRICT:**

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

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

\_\_\_\_\_  
*Typed Name & Title of Authorized Representative*

Lisa A. Franz, Director, Purchasing  
*Typed Name and Title*

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

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

## EXHIBIT A

### INSURANCE

I. Insurance Requirements. Provider 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 Provider, 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. Provider 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 one million dollars (\$1,000,000) combined single limit, bodily injury, personal injury and property damage liability per occurrence, in a form acceptable to the District.

(2) Comprehensive general and auto liability insurance with limits of not less than one million dollars (\$1,000,000) per accident for bodily injury and property damage per occurrence. A combined single limit policy with aggregate limits in an amount of not less than two million dollars (\$2,000,000) shall be considered equivalent to the said required minimum limit.

(3) Insurance Coverage shall 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 Provider's profession. This coverage may be written on a "claims made" basis and must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for at least 3 consecutive years following the later of the completion of the Services or the termination of this Agreement.

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

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

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

B. General Liability and Automobile Liability Coverages.

(1) District, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Provider performs; products and completed operations of Provider; premises owned, occupied or used by Provider ; or automobiles owned, leased, hired or borrowed by Provider. 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 Provider's insurance.

(3) Provider'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. Provider 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 Provider 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, Provider shall furnish certificates and endorsements from each subcontractor identical to those Provider 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 Provider 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 Provider's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

**EXHIBIT B**

**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 Provider under the Contract to which this Exhibit B is attached  constitute  do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Provider, **Learn with iPads LLC**, who will provide Services under the Contract,  is  is not subject to disclosure obligations.

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

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

Lisa A. Franz  
Director, Purchasing





**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)**

This policy is subject to the following additional Conditions:

- A.** If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B.** If this policy is cancelled by the company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **POLICY CHANGE**

This endorsement changes the policy effective on the Inception Date of the policy unless another date is indicated below:

**Policy Number:** 02 SBM TU6269 DW

**Named Insured and Mailing Address;** LEARN WITH IPADS LLC

7095 HOLLYWOOD BLVD #772  
LOS ANGELES CA 90028

**Policy Change Effective Date:** 07/28/15 **Effective hour is the same as stated in the  
Declarations Page of the Policy.**

**Policy Change Number:** 004

**Agent Name:** NUTMEG INSURANCE AGENCY INC/PHS  
**Code:** 025657

### **POLICY CHANGES:**

SENTINEL INSURANCE COMPANY, LIMITED

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING  
STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR BANK  
ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS.  
THIS IS NOT A BILL.

NO PREMIUM DUE AS OF POLICY CHANGE EFFECTIVE DATE

FORM NUMBERS OF ENDORSEMENTS REVISED AT ENDORSEMENT ISSUE:

IH12001185 ADDITIONAL INSURED - PERSON-ORGANIZATION

PRO RATA FACTOR: 0.986

THIS ENDORSEMENT DOES NOT CHANGE THE POLICY EXCEPT AS SHOWN.

**Form SS 12 11 04 05 T**  
**Process Date:** 07/28/15

**Page** 001

**Policy Effective Date:** 07/22/15  
**Policy Expiration Date:** 07/22/16

POLICY NUMBER: 02 SBM TU6269



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

ADDITIONAL INSURED - PERSON-ORGANIZATION

LOCATION 001 BUILDING 001

CORONA-NORCO UNIFIED SCHOOL  
DISTRICT  
2820 CLARK AVE  
NORCO CA 92860

OXNARD SCHOOL DISTRICT  
1051 SOUTH A STREET  
OXNARD CA 93030





**OXNARD SCHOOL DISTRICT**  
**NO CHILD LEFT BEHIND – TITLE I**  
**2015-2016**



**Agreement #15-148**

**SUPPLEMENTAL EDUCATIONAL SERVICES (SES) PROVIDER and**  
**OXNARD SCHOOL DISTRICT (OSD)**

This Supplemental Educational Services (SES) Provider/District Contract (“Contract”) is made by and between the Oxnard School District (“District”) and MAJICOO Tutoring (“Provider”).

**1. Purpose.** This Contract is entered into for the purpose of providing supplemental educational services (“SES”) to eligible District students whose parents choose Provider pursuant to pertinent provisions of the federal *No Child Left Behind Act* (20 U.S.C. Section 6301 et seq.). “Eligible students” are those students identified by the District who meet specific income and achievement requirements under Title I. This Contract does not commit the District to pay for SES provided to any District students, or the Provider to provide any such SES, unless and until an authorized representative of the Educational Services Department approves the provision of SES by Provider.

**2. Term.** The term of this Contract begins on December 10, 2015 and ends on May 30, 2016 (“Term”).

**3. Assignment of Students.** Students will be assigned in accordance with student eligibility, based on academic need, and parents’ first choice preference of SES provider. When SES requests for services exceed the funding allocation, students will be assigned in accordance with student eligibility and priority as established by Oxnard School District. A waiting list will be maintained.

**4. Definitions.** For purposes of this Contract, the following terms will have the meaning set forth below:

“Incentive” means any up-front monetary or material gifts valued at more than \$2.00 given to parents or students to encourage them to choose a specific provider to provide Supplemental Educational Services to their child and incentives valued at \$3.00 each or \$30.00 in the aggregate used within a provider’s program to encourage students to reach certain achievement or attendance levels after they have begun to provide services. Incentives may not include any food items. Any incentives distributed at provider fairs must be cleared by the District with an itemized receipt and description of items delivered to the district no later than one (1) day before the provider fair.

“Qualified” means that a person has met federal and state certification, licensing, registration or other comparable requirements (e.g., professional development, coursework completed, etc.) which apply to the area in which he or she is providing Supplemental

Educational Services, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements and adheres to the standards of professional practice established in federal and state law or regulation. Nothing in this definition shall be construed as restricting the activities of a graduate needing direct hours leading to licensure or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university.

“Parent” means the natural parent, adoptive parent, parent surrogate, legal guardian or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction.

“Supplemental Educational Services” means “tutoring and other supplemental academic enrichment services that are in addition to instruction provided during the school day and are of high quality, research-based, and specifically designed to increase the academic achievement of eligible children” on California’s statewide assessments and assist the children in meeting California’s core academic content standards/Common Core State Standards. 20 U.S.C. Section 6316(e)(12)(C).

## **5. Program Description**

**a. General Program of Instruction.** Provider will provide the District with a written summary of its general program of instruction (“SES Program Description”) for inclusion in the materials to be used by the District to inform parents about SES services available to eligible students. The total number of minutes per day provided by Provider will be specified in the SES Program Description and all instruction must be provided outside the normal school day. Provider’s SES Program Description will be approved by the District, attached to and become a part of this Contract prior to enrollment of District students in Provider’s program. Provider will provide the District with a copy of its CDE approved SES application and its annual SES accountability report. Provider will complete all hours of service within three months of student assignment.

**b. Student Learning Plan.** Upon acceptance of a District student, the Provider will submit to the District a Student Learning Plan (“SLP”) as specified by the Educational Services Department for each District student to be served by Provider. The SLP must include: (1) the specific achievement goals for the student, developed in consultation with the student’s parents and the provider; (2) a description of how the student’s progress will be measured and how the student’s parents and teachers will be regularly informed of that progress; (3) a timetable for improving the student’s achievement; and (4) the parent’s signature. Changes in any student’s SLP may only be made with the written consent of the District in consultation with the student’s parents. Provider, the District or the parents may request a review of a student’s SLP at any time. Unless otherwise agreed in writing, through submission of the SLP form, Provider agrees to provide all services specified in the student’s SLP.

### **c. Timeline for Initiation of Services.**

(i) Within one week of receiving the First Batch Assignment of students for tutoring from the District, Provider will acknowledge availability and preparedness to begin providing services to students from the First Batch. Provider’s acknowledgement will include the names of all tutors and certification of their Fingerprint Clearance and TB Test.

(ii) The SLP must be executed within 15 days of receipt of a District student's enrollment, but in no case later than January 29, 2016, unless a different time frame is agreed to by the Provider and the District's Educational Services Department. The District shall reassign students for whom a SLP is not received in accordance with the above noted timeline.

(iii) Provider will submit the first invoice to the District by or before **February 15, 2016**. **Provider may NOT bill for pretest assessment.**

(iv) Provider will have three months from receipt of the First Batch Assignment to complete tutoring. All invoicing for the First Batch Assignment must be submitted no later than **March 21, 2016**.

(v) If tutoring services have not been provided by the due date of the first invoice (**February 15, 2016**) the District shall re-assign students who have not been provided tutoring services.

**d. Provision of Services at No Charge to Parents.** Unless otherwise agreed to in writing between Provider and the District, Provider is responsible for the provision of all appropriate supplies, equipment, assessments, and/or facilities for students served under this Contract, as specified in the SES Program Description and the student's SLP. Provider will make no charge of any kind to parents for Supplemental Educational Services as specified in the student's SLP (including, but not limited to, screenings, District designated and other assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Contract). Online companies will outline the provider's technology support offered to families.

**e. Records of Attendance.** Provider shall maintain daily records of student attendance and services provided, including the name/address of student, the name of Provider's employee who rendered the service, and the tutoring time allocated for the services provided. Provider shall permit access to and/or a copy of such records to the District upon request.

**f. Student Progress Reports.** Provider will provide to parents, each student's home school, and the Educational Services Department two written progress reports/report cards in writing and in a language that parents can understand, pursuant to the requirements specified by the Educational Services Department. A copy of the progress reports/report cards will be maintained at the Provider's place of business and made available upon request of the District or the student's parent(s). The first progress report will be completed after the first half of the Provider's total tutoring hours have been completed and will be provided to parents, each student's home school with an introductory cover sheet, and the Educational Services Department within five business days. The second (End of Service Report) required progress report will be completed after the total service hours have been delivered and prior to the final invoice or March 21, 2016 (whichever comes first).

**g. End of Service Reports.** Provider will provide to parents, each student's home school, and the Educational Services Department, a written End of Service Report before or at the time of final invoicing describing the student's progress or accomplishments upon the termination or completion of the services. The End of the School Year Report will include the following: (1) Pre-Test administered and student score; (2) the student's attendance report; and (3) Post-Test administered and student score. Final invoice will not be paid until the end of service report is received.

**h. Student Change of Enrollment.** If a student changes his/her enrollment to a school outside of the District's service boundaries or school whose students are not eligible for Supplemental Educational Services under the *No Child Left Behind* Act, the District will not be responsible for the costs of services delivered after the student's change of enrollment.

**i. Withdrawal of Students from Program.** Provider will report, by telephone and in writing by email, to the Educational Services Department when a District student is withdrawn by a parent from services. Provider shall provide notice of withdrawal **within 48 hours**.

**j. Parent Access and Complaints.** Provider will provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, and meeting rooms. Provider will comply with any known court orders regarding parental visits and access to students. Provider will maintain and adhere to its own written procedures for responding to parent complaints. Provider will provide documentation of these procedures to the Educational Services Department no later than the date that this Contract is signed.

**k. Services on District Campuses.** Provider will not provide services on the District's public school campuses unless, at its discretion, the District approves such use under specific guidelines to be determined by the District. If Provider is permitted access to public school campuses, Provider will comply with Penal Code Section 627.1 *et. seq.*, and District and school procedures regarding visitors to school campuses. Provider will be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on public school campuses, and may not use the District's supplies, copiers, etc. If Provider's access to a District campus is pursuant to a lease or other document, Provider will comply with all District requirements and policies regarding the leasing of facilities from the District.

**l. General Requirements.** Provider shall have participated in all District coordinated meetings and/or fairs to be eligible to provide services. Additionally, providers shall abide by all criteria set forth in informational meetings and/or fairs in order to provide SES to District students.

**m. Equal Distribution of hours per pupil.** Tutoring will be completed within **three (3) months** of the company receiving assignment of student(s). The Educational Services Department will approve the SLP's and communicate approval via written notice and/or e-mail. The number of hours indicated in the SLP should be evenly distributed over the **three month** period (e.g. all tutoring hours should not be completed in one month's time).

**6. Certification/Approval.** Provider shall be certified or otherwise approved by the California Department of Education ("CDE") as a SES provider. A current copy of Provider's approved application and SES provider certification approval must be provided to the District on or before the date this Contract is executed by Provider. Provider will also provide the District with its most recent SES provider application approved by the California Department of Education (CDE) on or before the date this Contract is executed. This Contract will be null and void if such certification approval expires, or is revoked, rescinded or otherwise nullified during

the Term of this Contract. Provider will provide the District its most recent annual SES Accountability Report on or before October 15, 2015.

**7. Fingerprints/Clearance Requirements.** Provider will comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, California Code of Regulations section 13075(J) including, but not limited to: obtaining clearance from the California Department of Justice (hereinafter referred to as “CDOJ”) and TB clearance for Provider’s employees, and volunteers, and contractors prior to providing service to any District student unless Provider determines that the employees, volunteers, and contractors will have no physical contact with District students. Such CDOJ clearance must include a determination that any such person has not been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the such person’s conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 4423 (i) or (j). In addition, Provider will make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2 with respect to each such person. Provider will certify in writing to District that Provider has at all times complied with this Section of the Contract. Clearance certification must be submitted to the Educational Services Department prior to program implementation. Provider must submit clearance information to the Office of Curriculum, State and Federal Programs with each monthly invoice and note personnel changes that effect the provision of SES.

**8. Staff Qualifications.** Provider will ensure that all individuals employed, contracted, or otherwise hired by Provider to provide instruction or related services are qualified in the area in which the individuals are providing such instruction or services. Provider will comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision. Provider will deliver designated instruction and services utilizing personnel who possess a license issued by an appropriate licensing agency authorizing the licensee to provide the specific service, or possess a credential authorizing the service or are otherwise qualified to provide the service. Before the start of service, Provider will submit to District a staff list, and all current licenses, credentials, permits or other documents (e.g., proof of professional development or coursework completed, etc.) which entitle the holder to provide SES. Provider will provide to District updated information regarding the status of licenses, credentials, permits or other relevant documents each month during the Term.

**9. Staff Absence.** If Provider’s assigned service provider is absent, Provider will provide a qualified (as defined in section 4 and as determined by District) substitute. The District will not pay for services unless a qualified substitute is provided or Provider provides documentation evidencing the provision of “make-up” services by a qualified service provider.

**10. Record Keeping/Confidentiality.**

**a. Maintenance of Records.** All records will be maintained by Provider as required by state and federal laws and regulations. Notwithstanding the foregoing, Provider will maintain all material records relating to this Contract and to its SES services in the District for at least five (5) years after the termination of this Contract and such records will be available for audit by the District. For purposes of this Contract, “material records” includes, without limitation: pupil records as defined by California Education Code sections 49061(b);

registers and roll books of teachers and/or daily service providers; daily service logs and other documents used to record the provision of services, including SLPs; staff lists specifying credentials held and documents evidencing other staff qualifications, dates of hire and dates of termination; transportation and other related services subcontracts; liability and worker's compensation insurance policies; Supplemental Educational Services agency certifications; statements of income and expenses; and general ledgers and supporting documents.

**b. Pupil Records.** Provider will maintain all pupil records in a secure location to ensure confidentiality and will prevent unauthorized access. Provider will not disclose the identity of any student eligible for, or receiving, SES to any third party, nor will Provider forward any student record to any other person other than the parents or the District, without the written permission of the parents of such student. Provider will maintain a current list of the names and positions of Provider's employees who have access to confidential records. Provider will maintain an access log for each student's record which lists all persons, agencies or organizations requesting or receiving information from the record. Such log will be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation and date/time of access for each individual requesting or receiving information from the student's record. Such log may not record access to the student's records by: (i) the student's parent; (ii) an individual to whom written consent has been executed by the student's parent; or (iii) employees of the District or Provider having a legitimate educational interest in requesting or receiving information from the record. For purposes of this paragraph, "employees of the District or Provider" do not include subcontractors. Provider will grant access to pupil records and comply with all requests for copies of pupil records as required by state and federal laws and regulations.

**c. Delivery of Records to District.** At the conclusion of the performance of this Contract (or upon completion of services to any particular student), Provider will turn over to the District, all pupil records for the District's students to whom Provider has provided services under this Contract. At the conclusion of the performance of this Contract and upon the written request of the District, Provider will return to District all written materials constituting or incorporating any communications or information obtained from the District.

**d. Survival.** Provider's obligations under this Section 9 will survive cancellation, termination or expiration of this Contract.

## **11. Monitoring.**

**a. Access by District.** Provider will notify the District of the location and/or any change in location at which it is providing services to the District's eligible students. Provider will allow access by District to its facilities for periodic monitoring of each District student's instructional program and will be invited to participate in the review of each student's progress. District will have access to observe each District student at work, observe the instructional setting, interview Provider, and review each District student's records and progress. Such access will include unannounced monitoring visits.

**b. Reports.** Provider will provide the District served with an end-of-the-year report summarizing total student progress (aggregate), as well as disaggregated data by gender, ethnicity, grade level, language fluency and number of tutoring sessions provided. This end-of-the-year report will be due the District no later than **June 15, 2016.**

c. **Reviews.** Provider will participate in an annual review process as deemed appropriate by District. This review will address, among other things, programmatic aspects of the Provider, compliance with relevant state and federal regulations, assessments of District students, District student achievement growth, and Contract compliance. Provider will participate in any reviews, including without limitation, self-reviews as required by law.

d. **Program Audits.** Provider understands that the District reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

e. **Financial Audits.** The District will have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Contract. Provider will make available to District all budgetary information including operating budgets submitted by Provider to District for the relevant contract period being audited. Provider will make such evidence and documents available at the office of District or Provider's offices (as specified by District) at all reasonable times and without charge within five days of a written request from District. Provider will, at no cost to District, provide assistance for such examination or audit.

## 12. Compliance with Laws, Regulations and Policies.

a. **General.** During the term of this Contract, unless otherwise agreed, Provider will comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations, including but not limited to applicable health, safety, and civil rights laws. Provider will also comply with all District policies and regulations unless Provider determines, taking into consideration all of the surrounding facts and circumstances, that a policy or a portion thereof does not reasonably apply to Provider. Provider hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with applicable laws, regulations and District policies and will indemnify the District under the provisions of Section 17 of this Contract for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of Provider's noncompliance.

b. **Incident/Accident Reporting.** Provider will submit a written accident report to the District within 24 hours of any accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

c. **Child Abuse Reporting.** Provider hereby agrees that all staff members, including volunteers, are familiar with and agree to child abuse and missing children reporting obligations and procedures under California law, including but not limited to, California Education Code Section 49370 and California Penal Code section 11166, *et seq.* Provider must develop and maintain a written child abuse reporting procedure and provide an annual training to all its employees regarding mandated reporting of child abuse and missing children. Provider agrees that all staff members will abide by such laws in a timely manner.

d. **Discrimination.** Provider will not discriminate on the basis of race, religion, sex, national origin, age, disability or sexual orientation in employment or operation of its program.

**13. Enrollment, Contracting, Attendance Reporting and Billing Procedures.**

**a. Compliance with District Procedures.** Provider will comply with all procedures concerning enrollment, contracting, attendance reporting, and billing as specified by the Educational Services Department.

**b. Hourly Rate.** Provider will specify one hourly rate for SES services to students. Based upon this hourly rate, Provider will specify the maximum number of hours of service to be provided for each District student. If the California Department of Education per-pupil rate for SES increases or decreases for the District, Provider will amend their hourly rate and/or number of hours of service to reflect the change.

**c. Attendance Records.** Provider will maintain separate registers for each District student that describe the services provided. Original attendance forms (i.e., daily service logs and notes) will be completed by the actual service provider whose signature will appear on such forms and will be available for review, inspection, or audit by District during the Term and for a period of five (5) years thereafter. Provider will verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

**d. Invoices.** Prior to invoicing for first payment, but no later than submitting the invoice for first payment, Provider must have submitted the SLP for each student to the District. Payment for services requires the plan. Hours submitted without a plan will not be paid. All other required documents stipulated in this contract must be received by the Office of Curriculum, State and Federal Programs prior to or by first invoicing. Monthly invoices will be itemized by name and address of student, service provided, student attendance verified by parent in writing (initialed and with signature), and amount billed. Parent signature and verification (initials for service dates) are required for invoicing. Such invoices/attendance forms shall be submitted within thirty (30) days of the rendering of services. A copy of the invoice/attendance form to be used shall be provided by the District with this contract, as set forth in Exhibit C. District will not pay invoices/bills received over 30 days after the end of each month.

Provider will receive compensation only for sessions attended by District students and Supplemental Educational Services actually provided to District students. Provider will not receive compensation for District student absences. Total per student expenditures cannot exceed one and a half hours per day, three hours per week, or twelve (12) hours per month. Invoice and related documents will be submitted on a form and in the manner prescribed by District. District will make payment to Provider based on the number of billable days of attendance and hours of service at rates specified in this Contract. Payment will be within forty-five (45) days after District's receipt of invoices prepared and submitted as specified by the Educational Services Department. Provider will correct deficiencies and submit rebilling invoices no later than thirty (30) days after the invoice is returned by District. District will pay properly submitted re-billing invoices not later than forty-five (45) days after the date a completely corrected re-billing invoice is received by District.

Pre-assessment (or initial assessment) hours will not be included in any invoices. A maximum of one-hour for post assessment at the conclusion of tutoring will be permitted for billing.



e. **Final Invoice.** Final invoices must be received by District no later than June 15, 2016. All tutoring must be completed by May 30, 2016

f. **Payments by Other Agencies.** Provider will notify District when any other agency is billed for the costs associated with the provision of Supplemental Educational Services to District students. Upon request, Provider will provide to District any and all documentation regarding reports, billing, or payments by any agency for the costs associated with the provision of Supplemental Educational Services to District students.

14. **Monthly Invoices.** Provider shall submit monthly invoices to the District, itemized by the name/address of the student, service provided and actual number of hours for which services were provided, and amount owed. Invoices shall be submitted within thirty (30) days of the date of service.

**Each month a list of students who have not received services for any reason must be expressly reported to the District. The list of students who have not received services should be provided along with the monthly invoice.**

15. **Payment.** Upon proper monthly invoicing, District agrees to pay Provider for services performed during the term of this Agreement not to exceed \$894.26 per student served. The District shall pay Provider at the maximum rate of \$80.00 per hour (as listed in the CDE approved Provider Application).

15. **Right to Withhold Payment.**

a. **Bases for Withholding.** District may withhold payment to Provider when: (i) Provider has failed to perform, in whole or in part, under the terms of this Contract, or the SLP; (ii) Provider was overpaid by District as determined by inspection, review, or audit of Provider's program, work, or records; (iii) education or related services are provided to District students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (iv) District has not received prior to the end of the Term, all documents concerning one or more District students enrolled in Provider's educational program; or (v) Provider receives payment from another agency or funding source for a service provided to a District student.

b. **Notice and Opportunity to Cure.** If District determines that cause exists to withhold payment to Provider, District shall, within 10 days of this determination, provide to Provider written notice that District is withholding payment. The notice will describe the reasons for the withholding. Such notice will specify the basis or bases for District's withholding payment and the amount to be withheld. Within 14 days from the date of receipt of such notice, Provider will take all necessary and appropriate action to correct the deficiencies that form the basis for District's withholding payment or submit a written request for extension to correct the deficiencies. If the basis for withholding is not cured within the approved time period, payment will be denied.

17. **Incentives.** The Provider will not provide any up-front incentive valued at over \$2.00 per student to parents or students to encourage signing up for Provider's services or to encourage any other student or parent to sign up for Provider's services. Items such as pencils, pens, magnets, etcetera, are acceptable. Food items are not permitted. In any marketing information or other explanation, either verbally and in writing, and in the delivery of services, Provider may not offer to parents or students incentives valued at more than \$3.00 each or

\$30.00 in the aggregate per student as achievement or attendance incentives once the student has signed up for Provider's services. Provider may not offer any incentive or payment of any amount to any District personnel employed by one of the SES eligible schools for helping Provider to recruit parents and students to sign-up for Provider's Supplemental Educational Services.

**18. Recruitment:** Recruiting. The provider shall not recruit on any school or district property. The provider shall not fill in the tutoring application for any family. The provider shall not identify themselves as employed by or working with Oxnard School District or any School. Approved providers will be provided a "Provider Recruitment Application" and allowed a 48 hour opportunity to recruit with said application. No provider shall recruit with any application prior to the 48 hour opportunity with the "Provider Recruitment Application". Any violation of these recruiting terms shall be grounds to be terminated from providing SES in Oxnard School District.

**19. Termination.**

**a. Without Cause.** This Contract may be terminated by the District or the Provider at any time. Provider's exercise of its right to terminate this Contract will not alleviate its responsibilities to complete any existing SLPs. To terminate this Contract, either party will give 20 calendar days written notice prior to the date of termination. Upon termination, without default of Provider, the District will pay, without duplication, for all services satisfactorily performed to the date of termination. In consideration of this payment, Provider waives all rights to any further payment of damage. Under no circumstances will Provider be entitled to anticipatory, lost profits or consequential damages as a result of termination under this section.

**b. For Cause.**

**(i)** The District may, by written notice to the Provider, terminate this Contract in whole or in part at any time because of the failure of the Provider to fulfill its contractual obligations and the District may, in its sole discretion, provide Provider with a reasonable period within which to cure the default. Upon receipt of such notice, the Provider will (A) immediately discontinue all services affected (unless the notice directs otherwise) and (B) deliver to the District all information and material as may have been involved in the provision of services whether provided by the District or generated by the Provider in the performance of this Contract, whether completed or in process (unless the notice directs otherwise). Termination of this Contract will be as of the date of receipt by the Provider of such notice.

**(ii)** If the termination is due to the failure of the Provider to fulfill its contractual obligations, the District may take over the services and complete the services by contract or otherwise. Provider will be liable for the reasonable costs and expenses related to the transfer of District students to another provider.

**(iii)** If, after the notice of termination for failure to fulfill contract obligations, it is determined that the Provider has not so failed, the termination will be deemed to have been effected without cause pursuant to 15(a) above.

(iv) Provider will not be entitled to anticipatory, lost profits or consequential damages as a result of any termination under this section. Payments to the Provider in accordance with this section will constitute the Provider's exclusive remedy for any termination hereunder.

20. **Insurance.** Provider agrees to obtain and maintain in full force and effect during the term of this Contract the insurance policies set forth in **Exhibit A** "Insurance" and made a part of this Contract. 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. Provider agrees to provide District with copies of required policies upon request.

21. **Indemnification.** Provider will indemnify and hold District and its Governing Board members, administrators, employees, agents, volunteers and subcontractors (District Indemnitees) harmless against any and all liability, loss, damage and expense (including reasonable attorneys' fees) arising out of or relating to this Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by an act or omission of Provider, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding District and District Indemnitees). This indemnity will survive the termination of this Contract.

22. **Independent Contractor.** Nothing in this Contract will be construed to imply a joint venture, partnership, employer-employee or principal-agent relationship between the District and Provider. Provider will provide all services under this Contract as an independent contractor, and neither party will have the authority to bind or make any commitment on behalf of the other. Provider is responsible for providing its own salaries, payroll taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind as required by law for its own employees and assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this Contract. Nothing in this Contract will be deemed to create any association, partnership, joint venture or relationship of principal and agent, or employer and employee between the parties or any affiliates of the parties, or between the District and any individual assigned by Provider to perform any services for the District. If the District is held to be a partner, joint venturer, co-principal, employer or co-employer of Provider, Provider will indemnify and hold the District harmless from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the District as a result of that holding.

23. **Subcontracting.** Provider shall not subcontract services. If the Provider is unable to provide approved services, the Provider shall notify the District of the inability to provide services. The District shall work to reassign the students to a provider approved to work with Oxnard School District.

24. **Conflicts of Interest.** Provider will provide to District a copy of its current bylaws and a current list of its Board of Directors, if it is incorporated. Provider covenants that neither it, nor any officer or any member of its Board of Directors has or will acquire any interest, directly or indirectly, that would conflict in any manner with the interests of the District or that would in any way hinder Provider's performance of services under this Contract.

Provider further covenants that in the performance of this Contract, no person having any such interest will be employed by it as an officer, employee, agent or subcontractor without the express written consent of the District.

a. Provider will not conduct or solicit any non-District business while on District property or time.

b. Provider will also take all necessary steps to avoid the appearance of a conflict of interest and will have a duty to disclose to the District prior to entering into this Contract any and all circumstances existing at such time which pose a potential conflict of interest.

c. Bylaws of the District's Governing Board 9270 BB and 9270(BB)E as hereinafter amended or renumber, require that a consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Provider represents that it has received and reviews a copy of these Governing Board bylaws and that it  does  does not qualify as a "designated employee".

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

d. Provider agrees to notify the Educational Services Department, in writing, if Provider believes that it is a "designated employee" and should be filing financial interest disclosures, but has not been required to do so by the District.

e. Should a conflict of interest issue arise, Provider agrees to fully cooperate in any inquiry and to provide the District with all documents or other information reasonably necessary to enable the District to determine whether or not a conflict of interest existed or exists. Failure to comply with the provisions of this section will constitute grounds for immediate termination of this Contract, in addition to whatever other remedies the District may have.

**25. Miscellaneous.**

**a. Press Releases and Marketing.** Provider represents that it will not publish or cause to be disseminated through any press release, public statement or marketing or selling effort any information which is related to this Contract or the services provided hereunder without prior written approval of District

**b. Severability Clause.** If any provision of this Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Contract will be severable and remain in effect.

**c. Notices.** Notices required under this Contract will be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

**For the District:** Anna Thomas, Director  
Oxnard School District  
Office of Curriculum, State and Federal Programs, Division of  
Educational Services  
1051 South "A" Street  
Oxnard School District  
Oxnard, CA 93030

**For Provider:** MAJICOO Tutoring  
6601 Center Drive West, #500  
Los Angeles, CA 90045

**d. Successors and Assignees.** This Contract binds Provider's successors and assignees.

**e. Governing Law.** The laws of the State of California will govern the terms and conditions of this Contract with venue in Ventura County, California.

**f. Arbitration.** The parties agree to settle any controversy or claim or dispute arising out of or relating to this Contract by arbitration conducted by a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association, in a hearing locale in Ventura County, California. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator must be an active member of the California State Bar or a retired judge of the state or federal judiciary of California. Each party will bear its own costs and expenses associated with the arbitration. The arbitrator's fees and the administrative fees of the arbitration will be shared equally among the parties. Any party who fails or refuses to submit to arbitration will bear all costs and expenses incurred by such other party in compelling arbitration of any controversy, claim, or dispute.

**g. Integration.** This Contract and all attachments and amendments thereto including each SLP, the Provider's approved SES Provider application, a copy of the Provider's annual SES Accountability Report that was submitted to CDE by October 1, 2015, the Provider's SES Program Description and the Educational Services Department's policies and procedures constitute the entire agreement between District and Provider. This Contract supersedes any prior or contemporaneous written or oral understanding or agreement. No amendment to this Contract will be valid unless contained in a writing signed by both parties. Notwithstanding the foregoing sentence, District may modify or amend this Contract without Provider's consent to conform to federal and state laws and regulations.

**MAJICOO TUTORING:**

**OXNARD SCHOOL DISTRICT:**

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

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

\_\_\_\_\_  
*Typed Name & Title of Authorized Representative*

Lisa A. Franz, Director, Purchasing  
*Typed Name and Title*

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

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

## EXHIBIT A

### INSURANCE

I. Insurance Requirements. Provider 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 Provider, 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. Provider 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 one million dollars (\$1,000,000) combined single limit, bodily injury, personal injury and property damage liability per occurrence, in a form acceptable to the District.

(2) Comprehensive general and auto liability insurance with limits of not less than one million dollars (\$1,000,000) per accident for bodily injury and property damage per occurrence. A combined single limit policy with aggregate limits in an amount of not less than two million dollars (\$2,000,000) shall be considered equivalent to the said required minimum limit.

(3) Insurance Coverage shall 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 Provider's profession. This coverage may be written on a "claims made" basis and must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for at least 3 consecutive years following the later of the completion of the Services or the termination of this Agreement.

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

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

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

B. General Liability and Automobile Liability Coverages.

(1) District, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Provider performs; products and completed operations of Provider; premises owned, occupied or used by Provider ; or automobiles owned, leased, hired or borrowed by Provider. 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 Provider's insurance.

(3) Provider'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. Provider 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 Provider 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, Provider shall furnish certificates and endorsements from each subcontractor identical to those Provider 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 Provider 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 Provider's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

**EXHIBIT B**

**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 Provider under the Contract to which this Exhibit B is attached  constitute  do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Provider, **MAJICOO Tutoring**, who will provide Services under the Contract,  is  is not subject to disclosure obligations.

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

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

Lisa A. Franz  
Director, Purchasing





Policy Number:

Date Entered: 09/18/2015

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/18/2015

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	<b>JOANNE LINDSEY INSURANCE SERVICES</b> <b>CMIS, Inc.</b> <b>26893 BOUQUET CANYON ROAD, SUITE C197</b> <b>SANTA CLARITA, CA 91350</b>	CONTACT NAME:	
		PHONE (A/C, No, Ext):	(800) 244-9202
		FAX (A/C, No):	(661) 297-1437
		E-MAIL ADDRESS:	<b>lindseyinsbrkr@socal.rr.com</b>
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	<b>MAJICOO, LLC</b> <b>STRAUSS RAHMAN</b> <b>6601 CENTER DRIVE WEST #500</b> <b>LOS ANGELES, 90045</b>	INSURER A:	<b>PHILADELPHIA INDEMNITY INSURANCE COMPANY</b> 058
		INSURER B:	<b>HARTFORD UNDERWRITERS INSURANCE COMPANY</b> 456
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		<input checked="" type="checkbox"/>	PHPK1183630	6/1/2015	6/1/2016	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		<input checked="" type="checkbox"/>	PHPK1183630	06/01/2014	06/01/2015	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED RETENTION \$ 10,000		<input checked="" type="checkbox"/>	PHUB461277	6/1/2015	6/1/2016	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input type="checkbox"/>	57WECGF4134	6/2/2015	6/2/2016	<input checked="" type="checkbox"/> PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	PROFESSIONAL		<input checked="" type="checkbox"/>	PHPK1183630	6/2/2015	06/01/2016	\$1,000,000	\$3,000,000
A	ABUSE & MOLESTATION		<input checked="" type="checkbox"/>	PHPK1183630	6/2/2015	06/01/2016	\$1,000,000	\$1,000,000

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

CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED ( SEE ENDORSEMENT ATTACHED)  
30 Days Notice for cancellation, non-renewal or major coverage change  
SHOULD ANY OF THE ABOVE DESCRIBED POLICEIS BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 10 DAYS WRITTEN NOTICE TO THE CERTICATE HOLDER TO THE LEFT. The Excess/Umbrella policy exte the primary General Liability, Automobile Liability, Professional, Liability and Molestation Liability, to meet your districts requirements under the Master contract to:\$2M/\$5M

CERTIFICATE HOLDER CANCELLATION

OXNARD SCHOOL DISTRICT 1051 SOUTH "A" STREET OXNARD, CA 93030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  JOANNE LINDSEY
---	--

Policy Number: PHPK1183630

General Liability

MAJICOO, LLC

**THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY**

**ADDITIONAL INSURED—OWNERS, LESSEES OR CONTRACTORS  
(WITH OPTIONAL COVERAGE PROVISIONS)**

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**NAME OF PERSON OR ORGANIZATION:**

**OXNARD SCHOOL DISTRICT ITS OFFICERS, AGENTS, DIRECTORS, EMPLOYEES, AND  
/OR VOLUNTEERS  
1051 SOUTH "A" STREET  
OXNARD, CA 93030**

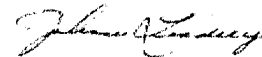
(If no entry appears above, information require to complete this endorsement will be shown in the  
Declarations as applicable to this endorsement)

Who is insured (Section II) is amended to included as an insured the person or organization shown in the  
schedule, but only to the extent the additional insured is held liable for the Named Insured's negligent acts  
or omissions arising from occurrence directly caused by and while in the course of the Named Insured's  
ongoing operations performed for that additional insured.

Optional Coverage Provisions applicable to the above. The selected option(s) is designated by a mark in  
the box on the left of the option.

- OPTION A. The insurance provided by the endorsement shall be primary, but only in the event of the Named  
Insured's sole negligence.
- X
- OPTION B. The insurance provided by this endorsement shall be primary and noncontributory, but only in the  
the event of the Named Insured's sole negligence.
- X- OPTION C. The insurance provided by this endorsement is amended to include any person or organization that  
the named Insured has agreed and/or is required by contract to name as an additional insured, per  
schedule on file with Company.

Additional Premium \$ \_Incl. \_\_\_\_\_.



9/21/2015  
Authorized Representative Date  
JoAnne Lindsey

Policy Number: PHPK1183630

Automobile Liability

MAJICOO, LLC

**THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY**

**ADDITIONAL INSUED—OWNERS, LESSEES OR CONTRACTORS  
(WITH OPTIONAL COVERAGE PROVISIONS)**

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL AUTOMOBILE LIABILITY COVERAGE PART

**SCHEDULE**

**NAME OF PERSON OR ORGANIZATION:**

**OXNARD SCHOOL DISTRICT ITS OFFICERS, AGENTS, DIRECTORS, EMPLOYEES, AND  
/OR VOLUNTEERS  
1051 SOUTH "A" STREET  
OXNARD, CA 93030**

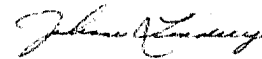
(If no entry appears above, information require to complete this endorsement will be shown in the  
Declarations as applicable to this endorsement)

Who is insured (Section II) is amended to included as an insured the person or organization shown in the  
schedule, but only to the extent the additional insured is held liable for the Named Insured's negligent acts  
or omissions arising from occurrence directly caused by and while in the course of the Named Insured's  
ongoing operations performed for that additional insured.

Optional Coverage Provisions applicable to the above. The selected option(s) is designated by a mark in  
the box on the left of the option.

- OPTION A. The insurance provided by the endorsement shall be primary, but only in the event of the Named  
Insured's sole negligence.
- X  
--- OPTION B. The insurance provided by this endorsement shall be primary and noncontributory, but only in the  
the event of the Named Insured's sole negligence.
- X- OPTION C. The insurance provided by this endorsement is amended to include any person or organization that  
the named Insured has agreed and/or is required by contract to name as an additional insured, per  
schedule on file with Company.

Additional Premium \$ \_Incl. \_\_\_\_\_.



\_\_\_\_\_  
Authorized Representative      9/21/2015  
Date  
JoAnne Lindsey

Includes copyrighted material of Insurance Services Offices, Inc., with its permission  
Copyright, Insurance Services, Office, Inc. 1998

**HARTFORD INSURANCE COMPANY**

**Workers Compensation and Employers Liability Insurance Policy  
Waiver of Our Right to Recover from Others Endorsement – California**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the schedule.

The additional premium for this endorsement shall be determined by multiplying the California workers' compensation premium due on such remuneration by the factor.

**Schedule**

Person or organization

Job Description

**OXNARD SCHOOL DISTRICT ITS OFFICERS, AGENTS, DIRECTORS, EMPLOYEES, AND  
/OR VOLUNTEERS  
1051 SOUTH "A" STREET  
OXNARD, CA 93030**

Tutoring Agency

**This Endorsement is subject to a minimum premium charge of: \$150.00**

Nothing in this endorsement shall vary, alter, waive or extend any of the terms, conditions, or limitations of this policy other than as stated above. Nothing elsewhere in this policy shall be held to vary, alter, waive or limit the terms, conditions, agreements or limitations of this endorsement.

This Endorsement when attached to Policy Number: 57WECGF4134

Issued to: **MAJICOO, LLC**

Shall be valid and shall form part of the referenced policy. The effective date of this endorsement is:  
6/01/2015

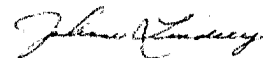
Endorsement No: 01

Date Issued: 06/01/2015

Producer Name: **JoAnne Lindsey Insurance Services, Inc.**

Agency Name: **JoAnne Lindsey Insurance Services**

Additional Premium \$ \_Incl. \_\_\_\_\_.



9/21/2015

Authorized Representative      Date  
JoAnne Lindsey

**This endorsement, effective: 06/01/2015**  
**Forms a part of policy No: PHPK1183630**  
**Issued to: MAJICOO, LLC**

**THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY**

**ADDITIONAL INSURED**

This endorsement modifies insurance provide under the following:

**COMMERICAL GENERAL LIABILITY AND  
PROFESSIONAL LAIBILITY POLICY**

In consideration of an additional premium (included) it is hereby agreed that the following is included as an Additional Insured as respect Coverage A and B but only as respects liability arising out of your work for the Additional Insured by or for you.

Additional Insured:

**OXNARD SCHOOL DISTRICT ITS OFFICERS, AGENTS, DIRECTORS, EMPLOYEES, AND  
/OR VOLUNTEERS  
1051 SOUTH "A" STREET  
OXNARD, CA 93030**

This does not apply to bodily injury or property damage arising out of the sole negligence or willful misconduct or, or for defect in design furnished by, the Additional Insured.

As respect the coverage afforded the Additional Insured, this insurance is primary and non-contributory and our obligations are not affected by any other insurance carried by such Additional insured whether primary, excess, contingent, or on any other basis.

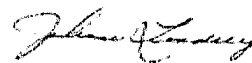
This endorsement does not increase the Company' limits of liability as specified in the Declaration of this policy.

**SEXUAL AND/OR PHYSICAL ABUSE LIMIT INCLUDED**

**\$1,000,000 PER OCCURRENCE, COMBINED SINGLE LIMIT**

**\$2,000,000 AGGREGATE LIMIT**

Additional Premium \$ Incl. \_\_\_\_\_



\_\_\_\_\_  
Authorized Representative      9/21/2015      Date  
JoAnne Lindsey

or countersignature (in state where applicable)

All other terms, conditions and exclusions shall remain the same.

90997 (04/06) C12791



**OXNARD SCHOOL DISTRICT**  
**NO CHILD LEFT BEHIND – TITLE I**  
**2015-2016**



**Agreement #15-149**

**SUPPLEMENTAL EDUCATIONAL SERVICES (SES) PROVIDER and**  
**OXNARD SCHOOL DISTRICT (OSD)**

This Supplemental Educational Services (SES) Provider/District Contract (“Contract”) is made by and between the Oxnard School District (“District”) and Professional Tutors of America Inc. (“Provider”).

**1. Purpose.** This Contract is entered into for the purpose of providing supplemental educational services (“SES”) to eligible District students whose parents choose Provider pursuant to pertinent provisions of the federal *No Child Left Behind Act* (20 U.S.C. Section 6301 et seq.). “Eligible students” are those students identified by the District who meet specific income and achievement requirements under Title I. This Contract does not commit the District to pay for SES provided to any District students, or the Provider to provide any such SES, unless and until an authorized representative of the Educational Services Department approves the provision of SES by Provider.

**2. Term.** The term of this Contract begins on December 10, 2015 and ends on May 30, 2016 (“Term”).

**3. Assignment of Students.** Students will be assigned in accordance with student eligibility, based on academic need, and parents’ first choice preference of SES provider. When SES requests for services exceed the funding allocation, students will be assigned in accordance with student eligibility and priority as established by Oxnard School District. A waiting list will be maintained.

**4. Definitions.** For purposes of this Contract, the following terms will have the meaning set forth below:

“Incentive” means any up-front monetary or material gifts valued at more than \$2.00 given to parents or students to encourage them to choose a specific provider to provide Supplemental Educational Services to their child and incentives valued at \$3.00 each or \$30.00 in the aggregate used within a provider’s program to encourage students to reach certain achievement or attendance levels after they have begun to provide services. Incentives may not include any food items. Any incentives distributed at provider fairs must be cleared by the District with an itemized receipt and description of items delivered to the district no later than one (1) day before the provider fair.

“Qualified” means that a person has met federal and state certification, licensing, registration or other comparable requirements (e.g., professional development, coursework completed, etc.) which apply to the area in which he or she is providing Supplemental

Educational Services, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements and adheres to the standards of professional practice established in federal and state law or regulation. Nothing in this definition shall be construed as restricting the activities of a graduate needing direct hours leading to licensure or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university.

“Parent” means the natural parent, adoptive parent, parent surrogate, legal guardian or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction.

“Supplemental Educational Services” means “tutoring and other supplemental academic enrichment services that are in addition to instruction provided during the school day and are of high quality, research-based, and specifically designed to increase the academic achievement of eligible children” on California’s statewide assessments and assist the children in meeting California’s core academic content standards/Common Core State Standards. 20 U.S.C. Section 6316(e)(12)(C).

## **5. Program Description**

**a. General Program of Instruction.** Provider will provide the District with a written summary of its general program of instruction (“SES Program Description”) for inclusion in the materials to be used by the District to inform parents about SES services available to eligible students. The total number of minutes per day provided by Provider will be specified in the SES Program Description and all instruction must be provided outside the normal school day. Provider’s SES Program Description will be approved by the District, attached to and become a part of this Contract prior to enrollment of District students in Provider’s program. Provider will provide the District with a copy of its CDE approved SES application and its annual SES accountability report. Provider will complete all hours of service within three months of student assignment.

**b. Student Learning Plan.** Upon acceptance of a District student, the Provider will submit to the District a Student Learning Plan (“SLP”) as specified by the Educational Services Department for each District student to be served by Provider. The SLP must include: (1) the specific achievement goals for the student, developed in consultation with the student’s parents and the provider; (2) a description of how the student’s progress will be measured and how the student’s parents and teachers will be regularly informed of that progress; (3) a timetable for improving the student’s achievement; and (4) the parent’s signature. Changes in any student’s SLP may only be made with the written consent of the District in consultation with the student’s parents. Provider, the District or the parents may request a review of a student’s SLP at any time. Unless otherwise agreed in writing, through submission of the SLP form, Provider agrees to provide all services specified in the student’s SLP.

### **c. Timeline for Initiation of Services.**

(i) Within one week of receiving the First Batch Assignment of students for tutoring from the District, Provider will acknowledge availability and preparedness to begin providing services to students from the First Batch. Provider’s acknowledgement will include the names of all tutors and certification of their Fingerprint Clearance and TB Test.

(ii) The SLP must be executed within 15 days of receipt of a District student's enrollment, but in no case later than January 29, 2016, unless a different time frame is agreed to by the Provider and the District's Educational Services Department. The District shall reassign students for whom a SLP is not received in accordance with the above noted timeline.

(iii) Provider will submit the first invoice to the District by or before **February 15, 2016**. **Provider may NOT bill for pretest assessment.**

(iv) Provider will have three months from receipt of the First Batch Assignment to complete tutoring. All invoicing for the First Batch Assignment must be submitted no later than **March 21, 2016**.

(v) If tutoring services have not been provided by the due date of the first invoice (**February 15, 2016**) the District shall re-assign students who have not been provided tutoring services.

**d. Provision of Services at No Charge to Parents.** Unless otherwise agreed to in writing between Provider and the District, Provider is responsible for the provision of all appropriate supplies, equipment, assessments, and/or facilities for students served under this Contract, as specified in the SES Program Description and the student's SLP. Provider will make no charge of any kind to parents for Supplemental Educational Services as specified in the student's SLP (including, but not limited to, screenings, District designated and other assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Contract). Online companies will outline the provider's technology support offered to families.

**e. Records of Attendance.** Provider shall maintain daily records of student attendance and services provided, including the name/address of student, the name of Provider's employee who rendered the service, and the tutoring time allocated for the services provided. Provider shall permit access to and/or a copy of such records to the District upon request.

**f. Student Progress Reports.** Provider will provide to parents, each student's home school, and the Educational Services Department two written progress reports/report cards in writing and in a language that parents can understand, pursuant to the requirements specified by the Educational Services Department. A copy of the progress reports/report cards will be maintained at the Provider's place of business and made available upon request of the District or the student's parent(s). The first progress report will be completed after the first half of the Provider's total tutoring hours have been completed and will be provided to parents, each student's home school with an introductory cover sheet, and the Educational Services Department within five business days. The second (End of Service Report) required progress report will be completed after the total service hours have been delivered and prior to the final invoice or March 21, 2016 (whichever comes first).

**g. End of Service Reports.** Provider will provide to parents, each student's home school, and the Educational Services Department, a written End of Service Report before or at the time of final invoicing describing the student's progress or accomplishments upon the termination or completion of the services. The End of the School Year Report will include the following: (1) Pre-Test administered and student score; (2) the student's attendance report; and (3) Post-Test administered and student score. Final invoice will not be paid until the end of service report is received.



**h. Student Change of Enrollment.** If a student changes his/her enrollment to a school outside of the District's service boundaries or school whose students are not eligible for Supplemental Educational Services under the *No Child Left Behind* Act, the District will not be responsible for the costs of services delivered after the student's change of enrollment.

**i. Withdrawal of Students from Program.** Provider will report, by telephone and in writing by email, to the Educational Services Department when a District student is withdrawn by a parent from services. Provider shall provide notice of withdrawal **within 48 hours**.

**j. Parent Access and Complaints.** Provider will provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, and meeting rooms. Provider will comply with any known court orders regarding parental visits and access to students. Provider will maintain and adhere to its own written procedures for responding to parent complaints. Provider will provide documentation of these procedures to the Educational Services Department no later than the date that this Contract is signed.

**k. Services on District Campuses.** Provider will not provide services on the District's public school campuses unless, at its discretion, the District approves such use under specific guidelines to be determined by the District. If Provider is permitted access to public school campuses, Provider will comply with Penal Code Section 627.1 *et. seq.*, and District and school procedures regarding visitors to school campuses. Provider will be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on public school campuses, and may not use the District's supplies, copiers, etc. If Provider's access to a District campus is pursuant to a lease or other document, Provider will comply with all District requirements and policies regarding the leasing of facilities from the District.

**l. General Requirements.** Provider shall have participated in all District coordinated meetings and/or fairs to be eligible to provide services. Additionally, providers shall abide by all criteria set forth in informational meetings and/or fairs in order to provide SES to District students.

**m. Equal Distribution of hours per pupil.** Tutoring will be completed within **three (3) months** of the company receiving assignment of student(s). The Educational Services Department will approve the SLP's and communicate approval via written notice and/or e-mail. The number of hours indicated in the SLP should be evenly distributed over the **three month** period (e.g. all tutoring hours should not be completed in one month's time).

**6. Certification/Approval.** Provider shall be certified or otherwise approved by the California Department of Education ("CDE") as a SES provider. A current copy of Provider's approved application and SES provider certification approval must be provided to the District on or before the date this Contract is executed by Provider. Provider will also provide the District with its most recent SES provider application approved by the California Department of Education (CDE) on or before the date this Contract is executed. This Contract will be null and void if such certification approval expires, or is revoked, rescinded or otherwise nullified during

the Term of this Contract. Provider will provide the District its most recent annual SES Accountability Report on or before October 15, 2015.

**7. Fingerprints/Clearance Requirements.** Provider will comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, California Code of Regulations section 13075(J) including, but not limited to: obtaining clearance from the California Department of Justice (hereinafter referred to as “CDOJ”) and TB clearance for Provider’s employees, and volunteers, and contractors prior to providing service to any District student unless Provider determines that the employees, volunteers, and contractors will have no physical contact with District students. Such CDOJ clearance must include a determination that any such person has not been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the such person’s conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 4423 (i) or (j). In addition, Provider will make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2 with respect to each such person. Provider will certify in writing to District that Provider has at all times complied with this Section of the Contract. Clearance certification must be submitted to the Educational Services Department prior to program implementation. Provider must submit clearance information to the Office of Curriculum, State and Federal Programs with each monthly invoice and note personnel changes that effect the provision of SES.

**8. Staff Qualifications.** Provider will ensure that all individuals employed, contracted, or otherwise hired by Provider to provide instruction or related services are qualified in the area in which the individuals are providing such instruction or services. Provider will comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision. Provider will deliver designated instruction and services utilizing personnel who possess a license issued by an appropriate licensing agency authorizing the licensee to provide the specific service, or possess a credential authorizing the service or are otherwise qualified to provide the service. Before the start of service, Provider will submit to District a staff list, and all current licenses, credentials, permits or other documents (e.g., proof of professional development or coursework completed, etc.) which entitle the holder to provide SES. Provider will provide to District updated information regarding the status of licenses, credentials, permits or other relevant documents each month during the Term.

**9. Staff Absence.** If Provider’s assigned service provider is absent, Provider will provide a qualified (as defined in section 4 and as determined by District) substitute. The District will not pay for services unless a qualified substitute is provided or Provider provides documentation evidencing the provision of “make-up” services by a qualified service provider.

**10. Record Keeping/Confidentiality.**

**a. Maintenance of Records.** All records will be maintained by Provider as required by state and federal laws and regulations. Notwithstanding the foregoing, Provider will maintain all material records relating to this Contract and to its SES services in the District for at least five (5) years after the termination of this Contract and such records will be available for audit by the District. For purposes of this Contract, “material records” includes, without limitation: pupil records as defined by California Education Code sections 49061(b);

registers and roll books of teachers and/or daily service providers; daily service logs and other documents used to record the provision of services, including SLPs; staff lists specifying credentials held and documents evidencing other staff qualifications, dates of hire and dates of termination; transportation and other related services subcontracts; liability and worker's compensation insurance policies; Supplemental Educational Services agency certifications; statements of income and expenses; and general ledgers and supporting documents.

**b. Pupil Records.** Provider will maintain all pupil records in a secure location to ensure confidentiality and will prevent unauthorized access. Provider will not disclose the identity of any student eligible for, or receiving, SES to any third party, nor will Provider forward any student record to any other person other than the parents or the District, without the written permission of the parents of such student. Provider will maintain a current list of the names and positions of Provider's employees who have access to confidential records. Provider will maintain an access log for each student's record which lists all persons, agencies or organizations requesting or receiving information from the record. Such log will be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation and date/time of access for each individual requesting or receiving information from the student's record. Such log may not record access to the student's records by: (i) the student's parent; (ii) an individual to whom written consent has been executed by the student's parent; or (iii) employees of the District or Provider having a legitimate educational interest in requesting or receiving information from the record. For purposes of this paragraph, "employees of the District or Provider" do not include subcontractors. Provider will grant access to pupil records and comply with all requests for copies of pupil records as required by state and federal laws and regulations.

**c. Delivery of Records to District.** At the conclusion of the performance of this Contract (or upon completion of services to any particular student), Provider will turn over to the District, all pupil records for the District's students to whom Provider has provided services under this Contract. At the conclusion of the performance of this Contract and upon the written request of the District, Provider will return to District all written materials constituting or incorporating any communications or information obtained from the District.

**d. Survival.** Provider's obligations under this Section 9 will survive cancellation, termination or expiration of this Contract.

## **11. Monitoring.**

**a. Access by District.** Provider will notify the District of the location and/or any change in location at which it is providing services to the District's eligible students. Provider will allow access by District to its facilities for periodic monitoring of each District student's instructional program and will be invited to participate in the review of each student's progress. District will have access to observe each District student at work, observe the instructional setting, interview Provider, and review each District student's records and progress. Such access will include unannounced monitoring visits.

**b. Reports.** Provider will provide the District served with an end-of-the-year report summarizing total student progress (aggregate), as well as disaggregated data by gender, ethnicity, grade level, language fluency and number of tutoring sessions provided. This end-of-the-year report will be due the District no later than **June 15, 2016.**

c. **Reviews.** Provider will participate in an annual review process as deemed appropriate by District. This review will address, among other things, programmatic aspects of the Provider, compliance with relevant state and federal regulations, assessments of District students, District student achievement growth, and Contract compliance. Provider will participate in any reviews, including without limitation, self-reviews as required by law.

d. **Program Audits.** Provider understands that the District reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

e. **Financial Audits.** The District will have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Contract. Provider will make available to District all budgetary information including operating budgets submitted by Provider to District for the relevant contract period being audited. Provider will make such evidence and documents available at the office of District or Provider's offices (as specified by District) at all reasonable times and without charge within five days of a written request from District. Provider will, at no cost to District, provide assistance for such examination or audit.

## 12. Compliance with Laws, Regulations and Policies.

a. **General.** During the term of this Contract, unless otherwise agreed, Provider will comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations, including but not limited to applicable health, safety, and civil rights laws. Provider will also comply with all District policies and regulations unless Provider determines, taking into consideration all of the surrounding facts and circumstances, that a policy or a portion thereof does not reasonably apply to Provider. Provider hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with applicable laws, regulations and District policies and will indemnify the District under the provisions of Section 17 of this Contract for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of Provider's noncompliance.

b. **Incident/Accident Reporting.** Provider will submit a written accident report to the District within 24 hours of any accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

c. **Child Abuse Reporting.** Provider hereby agrees that all staff members, including volunteers, are familiar with and agree to child abuse and missing children reporting obligations and procedures under California law, including but not limited to, California Education Code Section 49370 and California Penal Code section 11166, *et seq.* Provider must develop and maintain a written child abuse reporting procedure and provide an annual training to all its employees regarding mandated reporting of child abuse and missing children. Provider agrees that all staff members will abide by such laws in a timely manner.

d. **Discrimination.** Provider will not discriminate on the basis of race, religion, sex, national origin, age, disability or sexual orientation in employment or operation of its program.

**13. Enrollment, Contracting, Attendance Reporting and Billing Procedures.**

**a. Compliance with District Procedures.** Provider will comply with all procedures concerning enrollment, contracting, attendance reporting, and billing as specified by the Educational Services Department.

**b. Hourly Rate.** Provider will specify one hourly rate for SES services to students. Based upon this hourly rate, Provider will specify the maximum number of hours of service to be provided for each District student. If the California Department of Education per-pupil rate for SES increases or decreases for the District, Provider will amend their hourly rate and/or number of hours of service to reflect the change.

**c. Attendance Records.** Provider will maintain separate registers for each District student that describe the services provided. Original attendance forms (i.e., daily service logs and notes) will be completed by the actual service provider whose signature will appear on such forms and will be available for review, inspection, or audit by District during the Term and for a period of five (5) years thereafter. Provider will verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

**d. Invoices.** Prior to invoicing for first payment, but no later than submitting the invoice for first payment, Provider must have submitted the SLP for each student to the District. Payment for services requires the plan. Hours submitted without a plan will not be paid. All other required documents stipulated in this contract must be received by the Office of Curriculum, State and Federal Programs prior to or by first invoicing. Monthly invoices will be itemized by name and address of student, service provided, student attendance verified by parent in writing (initialed and with signature), and amount billed. Parent signature and verification (initials for service dates) are required for invoicing. Such invoices/attendance forms shall be submitted within thirty (30) days of the rendering of services. A copy of the invoice/attendance form to be used shall be provided by the District with this contract, as set forth in Exhibit C. District will not pay invoices/bills received over 30 days after the end of each month.

Provider will receive compensation only for sessions attended by District students and Supplemental Educational Services actually provided to District students. Provider will not receive compensation for District student absences. Total per student expenditures cannot exceed one and a half hours per day, three hours per week, or twelve (12) hours per month. Invoice and related documents will be submitted on a form and in the manner prescribed by District. District will make payment to Provider based on the number of billable days of attendance and hours of service at rates specified in this Contract. Payment will be within forty-five (45) days after District's receipt of invoices prepared and submitted as specified by the Educational Services Department. Provider will correct deficiencies and submit rebilling invoices no later than thirty (30) days after the invoice is returned by District. District will pay properly submitted re-billing invoices not later than forty-five (45) days after the date a completely corrected re-billing invoice is received by District.

Pre-assessment (or initial assessment) hours will not be included in any invoices. A maximum of one-hour for post assessment at the conclusion of tutoring will be permitted for billing.

e. **Final Invoice.** Final invoices must be received by District no later than June 15, 2016. All tutoring must be completed by May 30, 2016

f. **Payments by Other Agencies.** Provider will notify District when any other agency is billed for the costs associated with the provision of Supplemental Educational Services to District students. Upon request, Provider will provide to District any and all documentation regarding reports, billing, or payments by any agency for the costs associated with the provision of Supplemental Educational Services to District students.

14. **Monthly Invoices.** Provider shall submit monthly invoices to the District, itemized by the name/address of the student, service provided and actual number of hours for which services were provided, and amount owed. Invoices shall be submitted within thirty (30) days of the date of service.

**Each month a list of students who have not received services for any reason must be expressly reported to the District. The list of students who have not received services should be provided along with the monthly invoice.**

15. **Payment.** Upon proper monthly invoicing, District agrees to pay Provider for services performed during the term of this Agreement not to exceed \$894.26 per student served. The District shall pay Provider at the maximum rate of \$68.00 per hour (as listed in the CDE approved Provider Application).

15. **Right to Withhold Payment.**

a. **Bases for Withholding.** District may withhold payment to Provider when: (i) Provider has failed to perform, in whole or in part, under the terms of this Contract, or the SLP; (ii) Provider was overpaid by District as determined by inspection, review, or audit of Provider's program, work, or records; (iii) education or related services are provided to District students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (iv) District has not received prior to the end of the Term, all documents concerning one or more District students enrolled in Provider's educational program; or (v) Provider receives payment from another agency or funding source for a service provided to a District student.

b. **Notice and Opportunity to Cure.** If District determines that cause exists to withhold payment to Provider, District shall, within 10 days of this determination, provide to Provider written notice that District is withholding payment. The notice will describe the reasons for the withholding. Such notice will specify the basis or bases for District's withholding payment and the amount to be withheld. Within 14 days from the date of receipt of such notice, Provider will take all necessary and appropriate action to correct the deficiencies that form the basis for District's withholding payment or submit a written request for extension to correct the deficiencies. If the basis for withholding is not cured within the approved time period, payment will be denied.

17. **Incentives.** The Provider will not provide any up-front incentive valued at over \$2.00 per student to parents or students to encourage signing up for Provider's services or to encourage any other student or parent to sign up for Provider's services. Items such as pencils, pens, magnets, etcetera, are acceptable. Food items are not permitted. In any marketing information or other explanation, either verbally and in writing, and in the delivery of services, Provider may not offer to parents or students incentives valued at more than \$3.00 each or

\$30.00 in the aggregate per student as achievement or attendance incentives once the student has signed up for Provider's services. Provider may not offer any incentive or payment of any amount to any District personnel employed by one of the SES eligible schools for helping Provider to recruit parents and students to sign-up for Provider's Supplemental Educational Services.

**18. Recruitment:** Recruiting. The provider shall not recruit on any school or district property. The provider shall not fill in the tutoring application for any family. The provider shall not identify themselves as employed by or working with Oxnard School District or any School. Approved providers will be provided a "Provider Recruitment Application" and allowed a 48 hour opportunity to recruit with said application. No provider shall recruit with any application prior to the 48 hour opportunity with the "Provider Recruitment Application". Any violation of these recruiting terms shall be grounds to be terminated from providing SES in Oxnard School District.

**19. Termination.**

**a. Without Cause.** This Contract may be terminated by the District or the Provider at any time. Provider's exercise of its right to terminate this Contract will not alleviate its responsibilities to complete any existing SLPs. To terminate this Contract, either party will give 20 calendar days written notice prior to the date of termination. Upon termination, without default of Provider, the District will pay, without duplication, for all services satisfactorily performed to the date of termination. In consideration of this payment, Provider waives all rights to any further payment of damage. Under no circumstances will Provider be entitled to anticipatory, lost profits or consequential damages as a result of termination under this section.

**b. For Cause.**

**(i)** The District may, by written notice to the Provider, terminate this Contract in whole or in part at any time because of the failure of the Provider to fulfill its contractual obligations and the District may, in its sole discretion, provide Provider with a reasonable period within which to cure the default. Upon receipt of such notice, the Provider will (A) immediately discontinue all services affected (unless the notice directs otherwise) and (B) deliver to the District all information and material as may have been involved in the provision of services whether provided by the District or generated by the Provider in the performance of this Contract, whether completed or in process (unless the notice directs otherwise). Termination of this Contract will be as of the date of receipt by the Provider of such notice.

**(ii)** If the termination is due to the failure of the Provider to fulfill its contractual obligations, the District may take over the services and complete the services by contract or otherwise. Provider will be liable for the reasonable costs and expenses related to the transfer of District students to another provider.

**(iii)** If, after the notice of termination for failure to fulfill contract obligations, it is determined that the Provider has not so failed, the termination will be deemed to have been effected without cause pursuant to 15(a) above.

(iv) Provider will not be entitled to anticipatory, lost profits or consequential damages as a result of any termination under this section. Payments to the Provider in accordance with this section will constitute the Provider's exclusive remedy for any termination hereunder.

**20. Insurance.** Provider agrees to obtain and maintain in full force and effect during the term of this Contract the insurance policies set forth in **Exhibit A** "Insurance" and made a part of this Contract. 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. Provider agrees to provide District with copies of required policies upon request.

**21. Indemnification.** Provider will indemnify and hold District and its Governing Board members, administrators, employees, agents, volunteers and subcontractors (District Indemnitees) harmless against any and all liability, loss, damage and expense (including reasonable attorneys' fees) arising out of or relating to this Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by an act or omission of Provider, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding District and District Indemnitees). This indemnity will survive the termination of this Contract.

**22. Independent Contractor.** Nothing in this Contract will be construed to imply a joint venture, partnership, employer-employee or principal-agent relationship between the District and Provider. Provider will provide all services under this Contract as an independent contractor, and neither party will have the authority to bind or make any commitment on behalf of the other. Provider is responsible for providing its own salaries, payroll taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind as required by law for its own employees and assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this Contract. Nothing in this Contract will be deemed to create any association, partnership, joint venture or relationship of principal and agent, or employer and employee between the parties or any affiliates of the parties, or between the District and any individual assigned by Provider to perform any services for the District. If the District is held to be a partner, joint venturer, co-principal, employer or co-employer of Provider, Provider will indemnify and hold the District harmless from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the District as a result of that holding.

**23. Subcontracting.** Provider shall not subcontract services. If the Provider is unable to provide approved services, the Provider shall notify the District of the inability to provide services. The District shall work to reassign the students to a provider approved to work with Oxnard School District.

**24. Conflicts of Interest.** Provider will provide to District a copy of its current bylaws and a current list of its Board of Directors, if it is incorporated. Provider covenants that neither it, nor any officer or any member of its Board of Directors has or will acquire any interest, directly or indirectly, that would conflict in any manner with the interests of the District or that would in any way hinder Provider's performance of services under this Contract.



Provider further covenants that in the performance of this Contract, no person having any such interest will be employed by it as an officer, employee, agent or subcontractor without the express written consent of the District.

a. Provider will not conduct or solicit any non-District business while on District property or time.

b. Provider will also take all necessary steps to avoid the appearance of a conflict of interest and will have a duty to disclose to the District prior to entering into this Contract any and all circumstances existing at such time which pose a potential conflict of interest.

c. Bylaws of the District's Governing Board 9270 BB and 9270(BB)E as hereinafter amended or renumber, require that a consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Provider represents that it has received and reviews a copy of these Governing Board bylaws and that it  does  does not qualify as a "designated employee".

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

d. Provider agrees to notify the Educational Services Department, in writing, if Provider believes that it is a "designated employee" and should be filing financial interest disclosures, but has not been required to do so by the District.

e. Should a conflict of interest issue arise, Provider agrees to fully cooperate in any inquiry and to provide the District with all documents or other information reasonably necessary to enable the District to determine whether or not a conflict of interest existed or exists. Failure to comply with the provisions of this section will constitute grounds for immediate termination of this Contract, in addition to whatever other remedies the District may have.

**25. Miscellaneous.**

**a. Press Releases and Marketing.** Provider represents that it will not publish or cause to be disseminated through any press release, public statement or marketing or selling effort any information which is related to this Contract or the services provided hereunder without prior written approval of District

**b. Severability Clause.** If any provision of this Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Contract will be severable and remain in effect.

**c. Notices.** Notices required under this Contract will be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

**For the District:** Anna Thomas, Director  
Oxnard School District  
Office of Curriculum, State and Federal Programs, Division of  
Educational Services  
1051 South "A" Street  
Oxnard School District  
Oxnard, CA 93030

**For Provider:** Professional Tutors of America Inc.  
3350 E. Birch Street, Suite 108  
Brea, CA 92821

**d. Successors and Assignees.** This Contract binds Provider's successors and assignees.

**e. Governing Law.** The laws of the State of California will govern the terms and conditions of this Contract with venue in Ventura County, California.

**f. Arbitration.** The parties agree to settle any controversy or claim or dispute arising out of or relating to this Contract by arbitration conducted by a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association, in a hearing locale in Ventura County, California. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator must be an active member of the California State Bar or a retired judge of the state or federal judiciary of California. Each party will bear its own costs and expenses associated with the arbitration. The arbitrator's fees and the administrative fees of the arbitration will be shared equally among the parties. Any party who fails or refuses to submit to arbitration will bear all costs and expenses incurred by such other party in compelling arbitration of any controversy, claim, or dispute.

**g. Integration.** This Contract and all attachments and amendments thereto including each SLP, the Provider's approved SES Provider application, a copy of the Provider's annual SES Accountability Report that was submitted to CDE by October 1, 2015, the Provider's SES Program Description and the Educational Services Department's policies and procedures constitute the entire agreement between District and Provider. This Contract supersedes any prior or contemporaneous written or oral understanding or agreement. No amendment to this Contract will be valid unless contained in a writing signed by both parties. Notwithstanding the foregoing sentence, District may modify or amend this Contract without Provider's consent to conform to federal and state laws and regulations.

**PROFESSIONAL TUTORS OF AMERICA INC.:**

**OXNARD SCHOOL DISTRICT:**

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

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

\_\_\_\_\_  
*Typed Name & Title of Authorized Representative*

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

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

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

## EXHIBIT A

### INSURANCE

I. Insurance Requirements. Provider 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 Provider, 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. Provider 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 one million dollars (\$1,000,000) combined single limit, bodily injury, personal injury and property damage liability per occurrence, in a form acceptable to the District.

(2) Comprehensive general and auto liability insurance with limits of not less than one million dollars (\$1,000,000) per accident for bodily injury and property damage per occurrence. A combined single limit policy with aggregate limits in an amount of not less than two million dollars (\$2,000,000) shall be considered equivalent to the said required minimum limit.

(3) Insurance Coverage shall 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 Provider's profession. This coverage may be written on a "claims made" basis and must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for at least 3 consecutive years following the later of the completion of the Services or the termination of this Agreement.

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

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

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

B. General Liability and Automobile Liability Coverages.

(1) District, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Provider performs; products and completed operations of Provider; premises owned, occupied or used by Provider ; or automobiles owned, leased, hired or borrowed by Provider. 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 Provider's insurance.

(3) Provider'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. Provider 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 Provider 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, Provider shall furnish certificates and endorsements from each subcontractor identical to those Provider 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 Provider 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 Provider's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

**EXHIBIT B**

**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 Provider under the Contract to which this Exhibit B is attached  constitute  do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Provider, **Professional Tutors of America Inc.**, who will provide Services under the Contract,  is  is not subject to disclosure obligations.

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

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

Lisa A. Franz  
Director, Purchasing



Policy Number:

Date Entered: 09/04/2015

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/4/2015

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 JOANNE LINDSEY INSURANCE SERVICES CMIS, Inc. 26893 BOUQUET CANYON ROAD, SUITE C197 SANTA CLARITA, CA 91350	CONTACT NAME: <b>JOANNE LINDSEY</b>	
	PHONE (A/C, No. Ext): (800) 244-9202 FAX (A/C, No.): (661) 297-1437 E-MAIL ADDRESS: lindseyinsbrkr@socal.rr.com	
INSURED PROFESSIONAL TUTORS OF AMERICA, INC. MR BOB HARRAKA 3350 E. BIRCH, SUITE 108 BREA, CA 92821	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: PHILADELPHIA INDEMNITY INSURANCE CO.	18058
	INSURER B: PHILADELPHIA INDEMNITY INSURANCE CO.	18058
	INSURER C: HARTFORD CASUALTY INSURANCE COMPANY	22357
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		PHPK1368250	7/31/2015	7/31/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	<input checked="" type="checkbox"/>		PHPK1368250	7/31/2015	7/31/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB <input checked="" type="checkbox"/> OCCUR CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input checked="" type="checkbox"/>		PHUB428502	7/31/2015	7/31/2016	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	57WEDZ3392	7/31/2015	7/31/2016	<input checked="" type="checkbox"/> PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	ABUSE & MOLESTATION	<input checked="" type="checkbox"/>		PHPK1368250	7/31/2015	7/31/2016	\$1,000,000 \$3,000,000
A	PROFESSIONAL LIAB.	<input checked="" type="checkbox"/>		PHPK1368250	7/31/2015	7/31/2016	\$1,000,000 \$2,000,000
A	CRIME/DISHONESTY BOND	<input checked="" type="checkbox"/>		PHPK1049031	7/31/2015	7/31/2016	\$1,000,000 \$5,000 DED.

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

Certificate Holder is named as an additional insured (See endorsement attached)  
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER TO THE LEFT. The Excess/Umbrella policy extends the primary General Liability, Automobile Liability, Professional Liability and Molestation Liability to meet your districts requirements under the Master contract to: \$2M/\$5M.

CERTIFICATE HOLDER CANCELLATION

OXNARD SCHOOL DISTRICT 1051 SOUTH "A" STREET OXNARD, CA 93030	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  JoAnne Lindsey

Policy Number: **PHPK1368250**

**General Liability**

**PROFESSIONAL TUTORS OF AMERICA**

**THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY**

**ADDITIONAL INSURED—OWNERS, LESSEES OR CONTRACTORS  
(WITH OPTIONAL COVERAGE PROVISIONS)**

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

**NAME OF PERSON OR ORGANIZATION:**

**OXNARD SCHOOL DISTRICT ITS OFFICERS, AGENTS, DIRECTORS, EMPLOYEES, AND  
/OR VOLUNTEERS  
1051 SOUTH "A" STREET  
OXNARD, CA 93030**

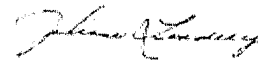
(If no entry appears above, information require to complete this endorsement will be shown in the  
Declarations as applicable to this endorsement)

Who is insured (Section II) is amended to included as an insured the person or organization shown in the  
schedule, but only to the extent the additional insured is held liable for the Named Insured's negligent acts  
or omissions arising from occurrence directly caused by and while in the course of the Named Insured's  
ongoing operations performed for that additional insured.

Optional Coverage Provisions applicable to the above. The selected option(s) is designated by a mark in  
the box on the left of the option.

- OPTION A. The insurance provided by the endorsement shall be primary, but only in the event of the Named Insured's sole negligence.
- X
- OPTION B. The insurance provided by this endorsement shall be primary and noncontributory.
- X- OPTION C. The insurance provided by this endorsement is amended to include any person or organization that the named Insured has agreed and/or is required by contract to name as an additional insured, per schedule on file with Company.

Additional Premium \$            Incl.           



\_\_\_\_\_  
Authorized Representative      9/17/2015  
JoAnne Lindsey                      Date

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**This endorsement, effective: 07/31/2015**  
**Forms a part of policy No: PHPK1049031**  
**Issued to: PROFESSIONAL TUTORS OF AMERICA, INC.**

**THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY**

**ADDITIONAL INSURED**

This endorsement modifies insurance provide under the following:

**COMMERCIAL GENERAL LIABILITY AND  
PROFESSIONAL LAIBILITY POLICY**

In consideration of an additional premium (included) it is hereby agreed that the following is included as an Additional Insured as respect Coverage A and B but only as respects liability arising out of your work for the Additional Insured by or for you.

Additional Insured:

**OXNARD SCHOOL DISTRICT ITS OFFICERS, AGENTS, DIRECTORS, EMPLOYEES, AND /OR  
VOLUNTEERS  
1051 SOUTH "A" STREET  
OXNARD, CA 93030**

This does not apply to bodily injury or property damage arising out of the sole negligence or willful misconduct or, or for defect in design furnished by, the Additional Insured.

As respect the coverage afforded the Additional Insured, this insurance is primary and non-contributory and our obligations are not affected by any other insurance carried by such Additional insured whether primary, excess, contingent, or on any other basis.

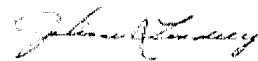
This endorsement does not increase the Company' limits of liability as specified in the Declaration of this policy.

**SEXUAL AND/OR PHYSICAL ABUSE LIMIT INCLUDED**

**\$1,000,000 PER OCCURRENCE, COMBINED SINGLE LIMIT**

**\$2,000,000 AGGREGATE LIMIT**

Additional Premium \$ Incl. \_\_\_\_\_



\_\_\_\_\_  
Authorized Representative      9/17/2015  
JoAnne Lindsey                      Date

or countersignature (in state where applicable)

All other terms, conditions and exclusions shall remain the same.

90997 (04/06) C12791



Policy Number: **PHPK1368250**

**Automobile Liability**

**PROFESSIONAL TUTORS OF AMERICA**

**THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY**

**ADDITIONAL INSURED—OWNERS, LESSEES OR CONTRACTORS  
(WITH OPTIONAL COVERAGE PROVISIONS)**

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

**COMMERCIAL AUTOMOBILE LIABILITY COVERAGE PART**

**SCHEDULE**

**NAME OF PERSON OR ORGANIZATION:**

**OXNARD SCHOOL DISTRICT ITS OFFICERS, AGENTS, DIRECTORS, EMPLOYEES, AND  
/OR VOLUNTEERS  
1051 SOUTH "A" STREET  
OXNARD, CA 93030**

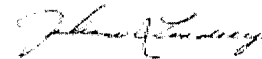
(If no entry appears above, information require to complete this endorsement will be shown in the  
Declarations as applicable to this endorsement)

Who is insured (Section II) is amended to included as an insured the person or organization shown in the  
schedule, but only to the extent the additional insured is held liable for the Named Insured's negligent acts  
or omissions arising from occurrence directly caused by and while in the course of the Named Insured's  
ongoing operations performed for that additional insured.

Optional Coverage Provisions applicable to the above. The selected option(s) is designated by a mark in  
the box on the left of the option.

- OPTION A. The insurance provided by the endorsement shall be primary, but only in the event of the Named  
Insured's sole negligence.  
X  
---- OPTION B. The insurance provided by this endorsement shall be primary and noncontributory.  
X- OPTION C. The insurance provided by this endorsement is amended to include any person or organization that  
the named Insured has agreed and/or is required by contract to name as an additional insured, per  
schedule on file with Company.

Additional Premium \$ \_Incl. \_\_\_\_\_.



\_\_\_\_\_  
Authorized Representative      9/17/2015  
JoAnne Lindsey                      Date

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GLS-210a (4-99)

**HARTFORD CASUALTY INSURANCE COMPANY**  
**Workers Compensation and Employers Liability Insurance Policy**

**Waiver of Our Right to Recover from Others Endorsement – California**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the schedule.

The additional premium for this endorsement shall be determined by multiplying the California workers' compensation premium due on such remuneration by the factor.

**Schedule**

Person or organization

Job Description

**OXNARD SCHOOL DISTRICT ITS OFFICERS, AGENTS, DIRECTORS, EMPLOYEES, AND  
/OR VOLUNTEERS  
1051 SOUTH "A" STREET  
OXNARD, CA 93030**

**Tutoring Agency**

**This Endorsement is subject to a minimum premium charge of: \$150.00**

Nothing in this endorsement shall vary, alter, waive or extend any of the terms, conditions, or limitations of this policy other than as stated above. Nothing elsewhere in this policy shall be held to vary, alter, waive or limit the terms, conditions, agreements or limitations of this endorsement.

This Endorsement when attached to Policy Number: 57WB 9593SN

Issued to: **PROFESSIONAL TUTORS OF AMERICA**

Shall be valid and shall form part of the referenced policy. The effective date of this endorsement is: 07/1/2015

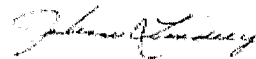
Endorsement No: 01

Date Issued: 07/1/2015

Producer Name: **JoAnne Lindsey**

**Authorized Representative**

Agency Name: **JoAnne Lindsey Insurance Agency**



JoAnne Lindsey



**OXNARD SCHOOL DISTRICT**  
**NO CHILD LEFT BEHIND – TITLE I**  
**2015-2016**



**Agreement #15-159**

**SUPPLEMENTAL EDUCATIONAL SERVICES (SES) PROVIDER and**  
**OXNARD SCHOOL DISTRICT (OSD)**

This Supplemental Educational Services (SES) Provider/District Contract (“Contract”) is made by and between the Oxnard School District (“District”) and Total Education Solutions (“Provider”).

**1. Purpose.** This Contract is entered into for the purpose of providing supplemental educational services (“SES”) to eligible District students whose parents choose Provider pursuant to pertinent provisions of the federal *No Child Left Behind Act* (20 U.S.C. Section 6301 et seq.). “Eligible students” are those students identified by the District who meet specific income and achievement requirements under Title I. This Contract does not commit the District to pay for SES provided to any District students, or the Provider to provide any such SES, unless and until an authorized representative of the Educational Services Department approves the provision of SES by Provider.

**2. Term.** The term of this Contract begins on December 10, 2015 and ends on May 30, 2016 (“Term”).

**3. Assignment of Students.** Students will be assigned in accordance with student eligibility, based on academic need, and parents’ first choice preference of SES provider. When SES requests for services exceed the funding allocation, students will be assigned in accordance with student eligibility and priority as established by Oxnard School District. A waiting list will be maintained.

**4. Definitions.** For purposes of this Contract, the following terms will have the meaning set forth below:

“Incentive” means any up-front monetary or material gifts valued at more than \$2.00 given to parents or students to encourage them to choose a specific provider to provide Supplemental Educational Services to their child and incentives valued at \$3.00 each or \$30.00 in the aggregate used within a provider’s program to encourage students to reach certain achievement or attendance levels after they have begun to provide services. Incentives may not include any food items. Any incentives distributed at provider fairs must be cleared by the District with an itemized receipt and description of items delivered to the district no later than one (1) day before the provider fair.

“Qualified” means that a person has met federal and state certification, licensing, registration or other comparable requirements (e.g., professional development, coursework completed, etc.) which apply to the area in which he or she is providing Supplemental

Educational Services, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements and adheres to the standards of professional practice established in federal and state law or regulation. Nothing in this definition shall be construed as restricting the activities of a graduate needing direct hours leading to licensure or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university.

“Parent” means the natural parent, adoptive parent, parent surrogate, legal guardian or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction.

“Supplemental Educational Services” means “tutoring and other supplemental academic enrichment services that are in addition to instruction provided during the school day and are of high quality, research-based, and specifically designed to increase the academic achievement of eligible children” on California’s statewide assessments and assist the children in meeting California’s core academic content standards/Common Core State Standards. 20 U.S.C. Section 6316(e)(12)(C).

## **5. Program Description**

**a. General Program of Instruction.** Provider will provide the District with a written summary of its general program of instruction (“SES Program Description”) for inclusion in the materials to be used by the District to inform parents about SES services available to eligible students. The total number of minutes per day provided by Provider will be specified in the SES Program Description and all instruction must be provided outside the normal school day. Provider’s SES Program Description will be approved by the District, attached to and become a part of this Contract prior to enrollment of District students in Provider’s program. Provider will provide the District with a copy of its CDE approved SES application and its annual SES accountability report. Provider will complete all hours of service within three months of student assignment.

**b. Student Learning Plan.** Upon acceptance of a District student, the Provider will submit to the District a Student Learning Plan (“SLP”) as specified by the Educational Services Department for each District student to be served by Provider. The SLP must include: (1) the specific achievement goals for the student, developed in consultation with the student’s parents and the provider; (2) a description of how the student’s progress will be measured and how the student’s parents and teachers will be regularly informed of that progress; (3) a timetable for improving the student’s achievement; and (4) the parent’s signature. Changes in any student’s SLP may only be made with the written consent of the District in consultation with the student’s parents. Provider, the District or the parents may request a review of a student’s SLP at any time. Unless otherwise agreed in writing, through submission of the SLP form, Provider agrees to provide all services specified in the student’s SLP.

### **c. Timeline for Initiation of Services.**

(i) Within one week of receiving the First Batch Assignment of students for tutoring from the District, Provider will acknowledge availability and preparedness to begin providing services to students from the First Batch. Provider’s acknowledgement will include the names of all tutors and certification of their Fingerprint Clearance and TB Test.

(ii) The SLP must be executed within 15 days of receipt of a District student's enrollment, but in no case later than January 29, 2016, unless a different time frame is agreed to by the Provider and the District's Educational Services Department. The District shall reassign students for whom a SLP is not received in accordance with the above noted timeline.

(iii) Provider will submit the first invoice to the District by or before **February 15, 2016**. **Provider may NOT bill for pretest assessment.**

(iv) Provider will have three months from receipt of the First Batch Assignment to complete tutoring. All invoicing for the First Batch Assignment must be submitted no later than **March 21, 2016**.

(v) If tutoring services have not been provided by the due date of the first invoice (**February 15, 2016**) the District shall re-assign students who have not been provided tutoring services.

**d. Provision of Services at No Charge to Parents.** Unless otherwise agreed to in writing between Provider and the District, Provider is responsible for the provision of all appropriate supplies, equipment, assessments, and/or facilities for students served under this Contract, as specified in the SES Program Description and the student's SLP. Provider will make no charge of any kind to parents for Supplemental Educational Services as specified in the student's SLP (including, but not limited to, screenings, District designated and other assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Contract). Online companies will outline the provider's technology support offered to families.

**e. Records of Attendance.** Provider shall maintain daily records of student attendance and services provided, including the name/address of student, the name of Provider's employee who rendered the service, and the tutoring time allocated for the services provided. Provider shall permit access to and/or a copy of such records to the District upon request.

**f. Student Progress Reports.** Provider will provide to parents, each student's home school, and the Educational Services Department two written progress reports/report cards in writing and in a language that parents can understand, pursuant to the requirements specified by the Educational Services Department. A copy of the progress reports/report cards will be maintained at the Provider's place of business and made available upon request of the District or the student's parent(s). The first progress report will be completed after the first half of the Provider's total tutoring hours have been completed and will be provided to parents, each student's home school with an introductory cover sheet, and the Educational Services Department within five business days. The second (End of Service Report) required progress report will be completed after the total service hours have been delivered and prior to the final invoice or March 21, 2016 (whichever comes first).

**g. End of Service Reports.** Provider will provide to parents, each student's home school, and the Educational Services Department, a written End of Service Report before or at the time of final invoicing describing the student's progress or accomplishments upon the termination or completion of the services. The End of the School Year Report will include the following: (1) Pre-Test administered and student score; (2) the student's attendance report; and (3) Post-Test administered and student score. Final invoice will not be paid until the end of service report is received.

**h. Student Change of Enrollment.** If a student changes his/her enrollment to a school outside of the District's service boundaries or school whose students are not eligible for Supplemental Educational Services under the *No Child Left Behind* Act, the District will not be responsible for the costs of services delivered after the student's change of enrollment.

**i. Withdrawal of Students from Program.** Provider will report, by telephone and in writing by email, to the Educational Services Department when a District student is withdrawn by a parent from services. Provider shall provide notice of withdrawal **within 48 hours**.

**j. Parent Access and Complaints.** Provider will provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, and meeting rooms. Provider will comply with any known court orders regarding parental visits and access to students. Provider will maintain and adhere to its own written procedures for responding to parent complaints. Provider will provide documentation of these procedures to the Educational Services Department no later than the date that this Contract is signed.

**k. Services on District Campuses.** Provider will not provide services on the District's public school campuses unless, at its discretion, the District approves such use under specific guidelines to be determined by the District. If Provider is permitted access to public school campuses, Provider will comply with Penal Code Section 627.1 *et. seq.*, and District and school procedures regarding visitors to school campuses. Provider will be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on public school campuses, and may not use the District's supplies, copiers, etc. If Provider's access to a District campus is pursuant to a lease or other document, Provider will comply with all District requirements and policies regarding the leasing of facilities from the District.

**l. General Requirements.** Provider shall have participated in all District coordinated meetings and/or fairs to be eligible to provide services. Additionally, providers shall abide by all criteria set forth in informational meetings and/or fairs in order to provide SES to District students.

**m. Equal Distribution of hours per pupil.** Tutoring will be completed within **three (3) months** of the company receiving assignment of student(s). The Educational Services Department will approve the SLP's and communicate approval via written notice and/or e-mail. The number of hours indicated in the SLP should be evenly distributed over the **three month** period (e.g. all tutoring hours should not be completed in one month's time).

**6. Certification/Approval.** Provider shall be certified or otherwise approved by the California Department of Education ("CDE") as a SES provider. A current copy of Provider's approved application and SES provider certification approval must be provided to the District on or before the date this Contract is executed by Provider. Provider will also provide the District with its most recent SES provider application approved by the California Department of Education (CDE) on or before the date this Contract is executed. This Contract will be null and void if such certification approval expires, or is revoked, rescinded or otherwise nullified during

the Term of this Contract. Provider will provide the District its most recent annual SES Accountability Report on or before October 15, 2015.

**7. Fingerprints/Clearance Requirements.** Provider will comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, California Code of Regulations section 13075(J) including, but not limited to: obtaining clearance from the California Department of Justice (hereinafter referred to as “CDOJ”) and TB clearance for Provider’s employees, and volunteers, and contractors prior to providing service to any District student unless Provider determines that the employees, volunteers, and contractors will have no physical contact with District students. Such CDOJ clearance must include a determination that any such person has not been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the such person’s conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 4423 (i) or (j). In addition, Provider will make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2 with respect to each such person. Provider will certify in writing to District that Provider has at all times complied with this Section of the Contract. Clearance certification must be submitted to the Educational Services Department prior to program implementation. Provider must submit clearance information to the Office of Curriculum, State and Federal Programs with each monthly invoice and note personnel changes that effect the provision of SES.

**8. Staff Qualifications.** Provider will ensure that all individuals employed, contracted, or otherwise hired by Provider to provide instruction or related services are qualified in the area in which the individuals are providing such instruction or services. Provider will comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision. Provider will deliver designated instruction and services utilizing personnel who possess a license issued by an appropriate licensing agency authorizing the licensee to provide the specific service, or possess a credential authorizing the service or are otherwise qualified to provide the service. Before the start of service, Provider will submit to District a staff list, and all current licenses, credentials, permits or other documents (e.g., proof of professional development or coursework completed, etc.) which entitle the holder to provide SES. Provider will provide to District updated information regarding the status of licenses, credentials, permits or other relevant documents each month during the Term.

**9. Staff Absence.** If Provider’s assigned service provider is absent, Provider will provide a qualified (as defined in section 4 and as determined by District) substitute. The District will not pay for services unless a qualified substitute is provided or Provider provides documentation evidencing the provision of “make-up” services by a qualified service provider.

**10. Record Keeping/Confidentiality.**

**a. Maintenance of Records.** All records will be maintained by Provider as required by state and federal laws and regulations. Notwithstanding the foregoing, Provider will maintain all material records relating to this Contract and to its SES services in the District for at least five (5) years after the termination of this Contract and such records will be available for audit by the District. For purposes of this Contract, “material records” includes, without limitation: pupil records as defined by California Education Code sections 49061(b);

registers and roll books of teachers and/or daily service providers; daily service logs and other documents used to record the provision of services, including SLPs; staff lists specifying credentials held and documents evidencing other staff qualifications, dates of hire and dates of termination; transportation and other related services subcontracts; liability and worker's compensation insurance policies; Supplemental Educational Services agency certifications; statements of income and expenses; and general ledgers and supporting documents.

**b. Pupil Records.** Provider will maintain all pupil records in a secure location to ensure confidentiality and will prevent unauthorized access. Provider will not disclose the identity of any student eligible for, or receiving, SES to any third party, nor will Provider forward any student record to any other person other than the parents or the District, without the written permission of the parents of such student. Provider will maintain a current list of the names and positions of Provider's employees who have access to confidential records. Provider will maintain an access log for each student's record which lists all persons, agencies or organizations requesting or receiving information from the record. Such log will be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation and date/time of access for each individual requesting or receiving information from the student's record. Such log may not record access to the student's records by: (i) the student's parent; (ii) an individual to whom written consent has been executed by the student's parent; or (iii) employees of the District or Provider having a legitimate educational interest in requesting or receiving information from the record. For purposes of this paragraph, "employees of the District or Provider" do not include subcontractors. Provider will grant access to pupil records and comply with all requests for copies of pupil records as required by state and federal laws and regulations.

**c. Delivery of Records to District.** At the conclusion of the performance of this Contract (or upon completion of services to any particular student), Provider will turn over to the District, all pupil records for the District's students to whom Provider has provided services under this Contract. At the conclusion of the performance of this Contract and upon the written request of the District, Provider will return to District all written materials constituting or incorporating any communications or information obtained from the District.

**d. Survival.** Provider's obligations under this Section 9 will survive cancellation, termination or expiration of this Contract.

## **11. Monitoring.**

**a. Access by District.** Provider will notify the District of the location and/or any change in location at which it is providing services to the District's eligible students. Provider will allow access by District to its facilities for periodic monitoring of each District student's instructional program and will be invited to participate in the review of each student's progress. District will have access to observe each District student at work, observe the instructional setting, interview Provider, and review each District student's records and progress. Such access will include unannounced monitoring visits.

**b. Reports.** Provider will provide the District served with an end-of-the-year report summarizing total student progress (aggregate), as well as disaggregated data by gender, ethnicity, grade level, language fluency and number of tutoring sessions provided. This end-of-the-year report will be due the District no later than **June 15, 2016.**



c. **Reviews.** Provider will participate in an annual review process as deemed appropriate by District. This review will address, among other things, programmatic aspects of the Provider, compliance with relevant state and federal regulations, assessments of District students, District student achievement growth, and Contract compliance. Provider will participate in any reviews, including without limitation, self-reviews as required by law.

d. **Program Audits.** Provider understands that the District reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

e. **Financial Audits.** The District will have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Contract. Provider will make available to District all budgetary information including operating budgets submitted by Provider to District for the relevant contract period being audited. Provider will make such evidence and documents available at the office of District or Provider's offices (as specified by District) at all reasonable times and without charge within five days of a written request from District. Provider will, at no cost to District, provide assistance for such examination or audit.

## 12. Compliance with Laws, Regulations and Policies.

a. **General.** During the term of this Contract, unless otherwise agreed, Provider will comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations, including but not limited to applicable health, safety, and civil rights laws. Provider will also comply with all District policies and regulations unless Provider determines, taking into consideration all of the surrounding facts and circumstances, that a policy or a portion thereof does not reasonably apply to Provider. Provider hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with applicable laws, regulations and District policies and will indemnify the District under the provisions of Section 17 of this Contract for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of Provider's noncompliance.

b. **Incident/Accident Reporting.** Provider will submit a written accident report to the District within 24 hours of any accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

c. **Child Abuse Reporting.** Provider hereby agrees that all staff members, including volunteers, are familiar with and agree to child abuse and missing children reporting obligations and procedures under California law, including but not limited to, California Education Code Section 49370 and California Penal Code section 11166, *et seq.* Provider must develop and maintain a written child abuse reporting procedure and provide an annual training to all its employees regarding mandated reporting of child abuse and missing children. Provider agrees that all staff members will abide by such laws in a timely manner.

d. **Discrimination.** Provider will not discriminate on the basis of race, religion, sex, national origin, age, disability or sexual orientation in employment or operation of its program.

**13. Enrollment, Contracting, Attendance Reporting and Billing Procedures.**

**a. Compliance with District Procedures.** Provider will comply with all procedures concerning enrollment, contracting, attendance reporting, and billing as specified by the Educational Services Department.

**b. Hourly Rate.** Provider will specify one hourly rate for SES services to students. Based upon this hourly rate, Provider will specify the maximum number of hours of service to be provided for each District student. If the California Department of Education per-pupil rate for SES increases or decreases for the District, Provider will amend their hourly rate and/or number of hours of service to reflect the change.

**c. Attendance Records.** Provider will maintain separate registers for each District student that describe the services provided. Original attendance forms (i.e., daily service logs and notes) will be completed by the actual service provider whose signature will appear on such forms and will be available for review, inspection, or audit by District during the Term and for a period of five (5) years thereafter. Provider will verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

**d. Invoices.** Prior to invoicing for first payment, but no later than submitting the invoice for first payment, Provider must have submitted the SLP for each student to the District. Payment for services requires the plan. Hours submitted without a plan will not be paid. All other required documents stipulated in this contract must be received by the Office of Curriculum, State and Federal Programs prior to or by first invoicing. Monthly invoices will be itemized by name and address of student, service provided, student attendance verified by parent in writing (initialed and with signature), and amount billed. Parent signature and verification (initials for service dates) are required for invoicing. Such invoices/attendance forms shall be submitted within thirty (30) days of the rendering of services. A copy of the invoice/attendance form to be used shall be provided by the District with this contract, as set forth in Exhibit C. District will not pay invoices/bills received over 30 days after the end of each month.

Provider will receive compensation only for sessions attended by District students and Supplemental Educational Services actually provided to District students. Provider will not receive compensation for District student absences. Total per student expenditures cannot exceed one and a half hours per day, three hours per week, or twelve (12) hours per month. Invoice and related documents will be submitted on a form and in the manner prescribed by District. District will make payment to Provider based on the number of billable days of attendance and hours of service at rates specified in this Contract. Payment will be within forty-five (45) days after District's receipt of invoices prepared and submitted as specified by the Educational Services Department. Provider will correct deficiencies and submit rebilling invoices no later than thirty (30) days after the invoice is returned by District. District will pay properly submitted re-billing invoices not later than forty-five (45) days after the date a completely corrected re-billing invoice is received by District.

Pre-assessment (or initial assessment) hours will not be included in any invoices. A maximum of one-hour for post assessment at the conclusion of tutoring will be permitted for billing.

e. **Final Invoice.** Final invoices must be received by District no later than June 15, 2016. All tutoring must be completed by May 30, 2016

f. **Payments by Other Agencies.** Provider will notify District when any other agency is billed for the costs associated with the provision of Supplemental Educational Services to District students. Upon request, Provider will provide to District any and all documentation regarding reports, billing, or payments by any agency for the costs associated with the provision of Supplemental Educational Services to District students.

14. **Monthly Invoices.** Provider shall submit monthly invoices to the District, itemized by the name/address of the student, service provided and actual number of hours for which services were provided, and amount owed. Invoices shall be submitted within thirty (30) days of the date of service.

**Each month a list of students who have not received services for any reason must be expressly reported to the District. The list of students who have not received services should be provided along with the monthly invoice.**

15. **Payment.** Upon proper monthly invoicing, District agrees to pay Provider for services performed during the term of this Agreement not to exceed \$894.26 per student served. The District shall pay Provider at the maximum rate of \$55.00 per hour (as listed in the CDE approved Provider Application).

15. **Right to Withhold Payment.**

a. **Bases for Withholding.** District may withhold payment to Provider when: (i) Provider has failed to perform, in whole or in part, under the terms of this Contract, or the SLP; (ii) Provider was overpaid by District as determined by inspection, review, or audit of Provider's program, work, or records; (iii) education or related services are provided to District students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (iv) District has not received prior to the end of the Term, all documents concerning one or more District students enrolled in Provider's educational program; or (v) Provider receives payment from another agency or funding source for a service provided to a District student.

b. **Notice and Opportunity to Cure.** If District determines that cause exists to withhold payment to Provider, District shall, within 10 days of this determination, provide to Provider written notice that District is withholding payment. The notice will describe the reasons for the withholding. Such notice will specify the basis or bases for District's withholding payment and the amount to be withheld. Within 14 days from the date of receipt of such notice, Provider will take all necessary and appropriate action to correct the deficiencies that form the basis for District's withholding payment or submit a written request for extension to correct the deficiencies. If the basis for withholding is not cured within the approved time period, payment will be denied.

17. **Incentives.** The Provider will not provide any up-front incentive valued at over \$2.00 per student to parents or students to encourage signing up for Provider's services or to encourage any other student or parent to sign up for Provider's services. Items such as pencils, pens, magnets, etcetera, are acceptable. Food items are not permitted. In any marketing information or other explanation, either verbally and in writing, and in the delivery of services, Provider may not offer to parents or students incentives valued at more than \$3.00 each or

\$30.00 in the aggregate per student as achievement or attendance incentives once the student has signed up for Provider's services. Provider may not offer any incentive or payment of any amount to any District personnel employed by one of the SES eligible schools for helping Provider to recruit parents and students to sign-up for Provider's Supplemental Educational Services.

**18. Recruitment:** Recruiting. The provider shall not recruit on any school or district property. The provider shall not fill in the tutoring application for any family. The provider shall not identify themselves as employed by or working with Oxnard School District or any School. Approved providers will be provided a "Provider Recruitment Application" and allowed a 48 hour opportunity to recruit with said application. No provider shall recruit with any application prior to the 48 hour opportunity with the "Provider Recruitment Application". Any violation of these recruiting terms shall be grounds to be terminated from providing SES in Oxnard School District.

**19. Termination.**

**a. Without Cause.** This Contract may be terminated by the District or the Provider at any time. Provider's exercise of its right to terminate this Contract will not alleviate its responsibilities to complete any existing SLPs. To terminate this Contract, either party will give 20 calendar days written notice prior to the date of termination. Upon termination, without default of Provider, the District will pay, without duplication, for all services satisfactorily performed to the date of termination. In consideration of this payment, Provider waives all rights to any further payment of damage. Under no circumstances will Provider be entitled to anticipatory, lost profits or consequential damages as a result of termination under this section.

**b. For Cause.**

**(i)** The District may, by written notice to the Provider, terminate this Contract in whole or in part at any time because of the failure of the Provider to fulfill its contractual obligations and the District may, in its sole discretion, provide Provider with a reasonable period within which to cure the default. Upon receipt of such notice, the Provider will (A) immediately discontinue all services affected (unless the notice directs otherwise) and (B) deliver to the District all information and material as may have been involved in the provision of services whether provided by the District or generated by the Provider in the performance of this Contract, whether completed or in process (unless the notice directs otherwise). Termination of this Contract will be as of the date of receipt by the Provider of such notice.

**(ii)** If the termination is due to the failure of the Provider to fulfill its contractual obligations, the District may take over the services and complete the services by contract or otherwise. Provider will be liable for the reasonable costs and expenses related to the transfer of District students to another provider.

**(iii)** If, after the notice of termination for failure to fulfill contract obligations, it is determined that the Provider has not so failed, the termination will be deemed to have been effected without cause pursuant to 15(a) above.

(iv) Provider will not be entitled to anticipatory, lost profits or consequential damages as a result of any termination under this section. Payments to the Provider in accordance with this section will constitute the Provider's exclusive remedy for any termination hereunder.

20. **Insurance.** Provider agrees to obtain and maintain in full force and effect during the term of this Contract the insurance policies set forth in **Exhibit A** "Insurance" and made a part of this Contract. 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. Provider agrees to provide District with copies of required policies upon request.

21. **Indemnification.** Provider will indemnify and hold District and its Governing Board members, administrators, employees, agents, volunteers and subcontractors (District Indemnitees) harmless against any and all liability, loss, damage and expense (including reasonable attorneys' fees) arising out of or relating to this Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by an act or omission of Provider, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding District and District Indemnitees). This indemnity will survive the termination of this Contract.

22. **Independent Contractor.** Nothing in this Contract will be construed to imply a joint venture, partnership, employer-employee or principal-agent relationship between the District and Provider. Provider will provide all services under this Contract as an independent contractor, and neither party will have the authority to bind or make any commitment on behalf of the other. Provider is responsible for providing its own salaries, payroll taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind as required by law for its own employees and assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this Contract. Nothing in this Contract will be deemed to create any association, partnership, joint venture or relationship of principal and agent, or employer and employee between the parties or any affiliates of the parties, or between the District and any individual assigned by Provider to perform any services for the District. If the District is held to be a partner, joint venturer, co-principal, employer or co-employer of Provider, Provider will indemnify and hold the District harmless from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the District as a result of that holding.

23. **Subcontracting.** Provider shall not subcontract services. If the Provider is unable to provide approved services, the Provider shall notify the District of the inability to provide services. The District shall work to reassign the students to a provider approved to work with Oxnard School District.

24. **Conflicts of Interest.** Provider will provide to District a copy of its current bylaws and a current list of its Board of Directors, if it is incorporated. Provider covenants that neither it, nor any officer or any member of its Board of Directors has or will acquire any interest, directly or indirectly, that would conflict in any manner with the interests of the District or that would in any way hinder Provider's performance of services under this Contract.

Provider further covenants that in the performance of this Contract, no person having any such interest will be employed by it as an officer, employee, agent or subcontractor without the express written consent of the District.

a. Provider will not conduct or solicit any non-District business while on District property or time.

b. Provider will also take all necessary steps to avoid the appearance of a conflict of interest and will have a duty to disclose to the District prior to entering into this Contract any and all circumstances existing at such time which pose a potential conflict of interest.

c. Bylaws of the District's Governing Board 9270 BB and 9270(BB)E as hereinafter amended or renumber, require that a consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Provider represents that it has received and reviews a copy of these Governing Board bylaws and that it  does  does not qualify as a "designated employee".

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

d. Provider agrees to notify the Educational Services Department, in writing, if Provider believes that it is a "designated employee" and should be filing financial interest disclosures, but has not been required to do so by the District.

e. Should a conflict of interest issue arise, Provider agrees to fully cooperate in any inquiry and to provide the District with all documents or other information reasonably necessary to enable the District to determine whether or not a conflict of interest existed or exists. Failure to comply with the provisions of this section will constitute grounds for immediate termination of this Contract, in addition to whatever other remedies the District may have.

**25. Miscellaneous.**

**a. Press Releases and Marketing.** Provider represents that it will not publish or cause to be disseminated through any press release, public statement or marketing or selling effort any information which is related to this Contract or the services provided hereunder without prior written approval of District

**b. Severability Clause.** If any provision of this Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Contract will be severable and remain in effect.

**c. Notices.** Notices required under this Contract will be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

**For the District:** Anna Thomas, Director  
Oxnard School District  
Office of Curriculum, State and Federal Programs, Division of  
Educational Services  
1051 South "A" Street  
Oxnard School District  
Oxnard, CA 93030

**For Provider:** Total Education Solutions  
625 S. Fair Oaks Avenue, Suite 300  
South Pasadena, CA 91030

**d. Successors and Assignees.** This Contract binds Provider's successors and assignees.

**e. Governing Law.** The laws of the State of California will govern the terms and conditions of this Contract with venue in Ventura County, California.

**f. Arbitration.** The parties agree to settle any controversy or claim or dispute arising out of or relating to this Contract by arbitration conducted by a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association, in a hearing locale in Ventura County, California. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator must be an active member of the California State Bar or a retired judge of the state or federal judiciary of California. Each party will bear its own costs and expenses associated with the arbitration. The arbitrator's fees and the administrative fees of the arbitration will be shared equally among the parties. Any party who fails or refuses to submit to arbitration will bear all costs and expenses incurred by such other party in compelling arbitration of any controversy, claim, or dispute.

**g. Integration.** This Contract and all attachments and amendments thereto including each SLP, the Provider's approved SES Provider application, a copy of the Provider's annual SES Accountability Report that was submitted to CDE by October 1, 2015, the Provider's SES Program Description and the Educational Services Department's policies and procedures constitute the entire agreement between District and Provider. This Contract supersedes any prior or contemporaneous written or oral understanding or agreement. No amendment to this Contract will be valid unless contained in a writing signed by both parties. Notwithstanding the foregoing sentence, District may modify or amend this Contract without Provider's consent to conform to federal and state laws and regulations.

**TOTAL EDUCATION SOLUTIONS:**

**OXNARD SCHOOL DISTRICT:**

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

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

\_\_\_\_\_  
*Typed Name & Title of Authorized Representative*

Lisa A. Franz, Director, Purchasing  
*Typed Name and Title*

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

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

## EXHIBIT A

### INSURANCE

I. Insurance Requirements. Provider 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 Provider, 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. Provider 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 one million dollars (\$1,000,000) combined single limit, bodily injury, personal injury and property damage liability per occurrence, in a form acceptable to the District.

(2) Comprehensive general and auto liability insurance with limits of not less than one million dollars (\$1,000,000) per accident for bodily injury and property damage per occurrence. A combined single limit policy with aggregate limits in an amount of not less than two million dollars (\$2,000,000) shall be considered equivalent to the said required minimum limit.

(3) Insurance Coverage shall 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 Provider's profession. This coverage may be written on a "claims made" basis and must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for at least 3 consecutive years following the later of the completion of the Services or the termination of this Agreement.

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



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

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

B. General Liability and Automobile Liability Coverages.

(1) District, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Provider performs; products and completed operations of Provider; premises owned, occupied or used by Provider ; or automobiles owned, leased, hired or borrowed by Provider. 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 Provider's insurance.

(3) Provider'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. Provider 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 Provider 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, Provider shall furnish certificates and endorsements from each subcontractor identical to those Provider 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 Provider 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 Provider's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

**EXHIBIT B**

**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 Provider under the Contract to which this Exhibit B is attached  constitute  do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Provider, **Total Education Solutions**, who will provide Services under the Contract,  is  is not subject to disclosure obligations.

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

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

Lisa A. Franz  
Director, Purchasing





**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED  
PRIMARY AND NON-CONTRIBUTORY INSURANCE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
SCHEDULE**

**Name of Person or Organization (Additional Insured):**

Oxnard School District its Officers, Agents, Directors,  
Employees, and/or Volunteers

**SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the endorsement Schedule, but only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” arising out of or relating to your negligence in the performance of “your work” for such person(s) or organization(s) that occurs on or after the effective date shown in the endorsement Schedule.

This insurance is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or “occurrence” we cover for this Additional Insured.

The Additional Insured’s limits of insurance do not increase our limits of insurance, as described in **SECTION III – LIMITS OF INSURANCE**.

All other terms, conditions, and exclusions under the policy are applicable to this endorsement and remain unchanged.

POLICY NUMBER: PHUB505244



A Member of the Tokio Marine Group

One Bala Plaza, Suite 100  
 Bala Cynwyd, Pennsylvania 19004  
 610.617.7900 Fax 610.617.7940  
 PHLI.com

## COMMERCIAL UMBRELLA LIABILITY INSURANCE POLICY DECLARATIONS

Philadelphia Indemnity Insurance Company	672 HUB INTERNATIONAL OF CALIFORNIA INS. PO BOX 5345 4371 Latham Street, Suite 101, Rivers RIVERSIDE, CA 92517  (951) 788-8500
NAMED INSURED: Total Education Solutions, Inc. dba Charter School Special Education	
MAILING ADDRESS: 625 Fair Oaks Ave Ste 300 South Pasadena, CA 91030-5805	
POLICY PERIOD: FROM <u>07/01/2015</u> TO <u>07/01/2016</u> AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE	

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

LIMITS OF INSURANCE	
EACH OCCURRENCE LIMIT (LIABILITY COVERAGE)	\$ <u>4,000,000</u>
PERSONAL & ADVERTISING INJURY LIMIT	\$ <u>4,000,000</u> Any one person or organization
PRODUCTS COMPLETED OPERATIONS AGGREGATE LIMIT	\$ <u>4,000,000</u>
GENERAL AGGREGATE LIMIT (LIABILITY COVERAGE) (except with respect to Auto Liability and Products Completed Operations)	\$ <u>4,000,000</u>

RETAINED LIMIT	
RETAINED LIMIT:	\$ <u>10,000</u>

POLICY NUMBER: PHUB505244

<b>PREMIUM</b>	
PREMIUM SUBTOTAL	\$ 13,018.00
STATE TAXES, FEES, SURCHARGES (if applicable)	\$Not Applicable
PREMIUM TOTAL (including Taxes, Fees, Surcharges)	\$ 13,018.00
AUDIT PERIOD: <input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> ANNUALLY <input type="checkbox"/> SEMI-ANNUALLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/> MONTHLY	

<b>DESCRIPTION OF BUSINESS</b>	
FORM OF BUSINESS:	<u>CORPORATION</u>
BUSINESS DESCRIPTION:	<u>For Profit SS Umbrella</u>

<b>ENDORSEMENTS ATTACHED TO THIS POLICY</b>	
SEE ATTACHED SCHEDULE	





POLICY NUMBER: PHUB505244

<b>Employee Benefits Liability</b>		<input type="checkbox"/> Occurrence	<input checked="" type="checkbox"/> Claims-Made
Company: <u>Philadelphia Indemnity Insurance Company</u>			
Policy Number: <u>PHPK1358055</u>			
Policy Period: <u>07/01/2015</u> <u>07/01/2016</u>			
Retroactive Date: <u>07/01/2005</u>			
Minimum Applicable Limits			
<u>Each Claim</u>	\$	<u>1,000,000</u>	
<u>Aggregate</u>	\$	<u>3,000,000</u>	
<b>Abuse or Molestation</b>		<input checked="" type="checkbox"/> Occurrence	<input type="checkbox"/> Claims-Made
Company: <u>Philadelphia Indemnity Insurance Company</u>			
Policy Number: <u>PHPK1358055</u>			
Policy Period: <u>07/01/2015</u> <u>07/01/2016</u>			
Retroactive Date: <u>Not Applicable</u>			
Minimum Applicable Limits			
<u>Each Abusive Conduct</u>	\$	<u>1,000,000</u>	
<u>Aggregate</u>	\$	<u>3,000,000</u>	
<b>Directors &amp; Officers Liability</b>		<input type="checkbox"/> Occurrence	<input type="checkbox"/> Claims-Made
Company: _____			
Policy Number: _____			
Policy Period: _____			
Retroactive Date: _____			
Minimum Applicable Limits			
	\$	_____	
	\$	_____	
<b>Liquor Liability</b>		<input type="checkbox"/> Occurrence	<input type="checkbox"/> Claims-Made
Company: _____			
Policy Number: _____			
Policy Period: _____			
Retroactive Date: _____			
Minimum Applicable Limits			
	\$	_____	
	\$	_____	

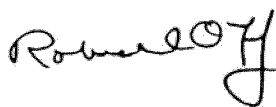
POLICY NUMBER: PHUB505244

<b>Watercraft Liability</b>	<input type="checkbox"/> Occurrence	<input type="checkbox"/> Claims-Made
Company: _____		
Policy Number: _____		
Policy Period: _____		
Retroactive Date: _____		
Minimum Applicable Limits		
_____	\$	_____
_____	\$	_____
<b>Other Coverages Not Included in Above</b>	<input type="checkbox"/> Occurrence	<input type="checkbox"/> Claims-Made
_____		
Company: _____		
Policy Number: _____		
Policy Period: _____		
Retroactive Date: _____		
Minimum Applicable Limits		
_____	\$	_____
_____	\$	_____

**THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.**

Countersigned: _____	By: _____
(Date)	(Authorized Representative)

**IN WITNESS WHEREOF**, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.



President



Secretary

## EMPLOYERS' LIABILITY SUPPLEMENTAL SCHEDULE OF UNDERLYING INSURANCE

**Employers' Liability**

Company: Philadelphia Indemnity Insurance Company

Policy Number: PPHPK1358055

Policy Period: 07/01/2015 07/01/2016

Minimum Applicable Limits

Bodily injury by accident	\$	1,000,000	Each Accident
Bodily injury by disease	\$	1,000,000	Each Employee
Bodily injury by disease	\$	1,000,000	Policy Limit

**Employers' Liability**

Company: Insurance Company of the West

Policy Number: TBD

Policy Period: 09/07/2014 09/07/2015

Minimum Applicable Limits

Bodily injury by accident	\$	1,000,000	Each Accident
Bodily injury by disease	\$	1,000,000	Each Employee
Bodily injury by disease	\$	1,000,000	Policy Limit

**Employers' Liability**

Company: Travlrs Indemnity Company

Policy Number: TBD

Policy Period: 09/06/2014 09/06/2015

Minimum Applicable Limits

Bodily injury by accident	\$	1,000,000	Each Accident
Bodily injury by disease	\$	1,000,000	Each Employee
Bodily injury by disease	\$	1,000,000	Policy Limit

**Employers' Liability**

Company:

Policy Number:

Policy Period:

Minimum Applicable Limits

Bodily injury by accident	\$		Each Accident
Bodily injury by disease	\$		Each Employee
Bodily injury by disease	\$		Policy Limit

# Philadelphia Indemnity Insurance Company

## Form Schedule – Umbrella Liability

**Policy Number:** PHUB505244

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

Form	Edition	Description
PI-CXL-002	0413	Commercial Umbrella Liability Ins Policy Declarations
PI-CXL-002A	0413	Employers Liab Supplemental Schedule of Underlying Ins
PI-CXL-001	0314	Commercial Umbrella Liability Insurance Policy
PI-CXL-003	0912	Professional Liability Follow Form Endorsement
PI-CXL-004	0912	Directors And Officers Liability Exclusion
PI-CXL-005	0912	Employers Liability (Stop Gap) Follow Form Endorsement
PI-CXL-009	0912	Automobile Liability Follow Form Endorsement
PI-CXL-016	0912	Watercraft Exclusion Re-Stated
PI-CXL-025	0912	Absolute Liquor Liability Exclusion
PI-CXL-026	0413	Specified Underlying Claims Made Coverage Endorsement
PI-CXL-029	0912	Employee Benefits Liability Follow Form Endorsement
PI-CXL-032	0912	Fungi Or Bacteria Exclusion
PI-CXL-039	0912	Cap On Losses From Certified Acts Of Terrorism
PI-CXL-043	0314	Sexual Or Physical Abuse Or Molestation Vicarious Liab
PI-CXL-047	0413	Medical Professional Liability Exclusion
PI-CXL-054	0912	Non-Owned Watercraft Amendment
PI-CXL-075	0314	Lead Liability Exclusion
PI-CXL-076	0314	Nuclear/Biological/Chem/Radiological Acts Of Terrorism
PI-CXL-CA 1	0912	California Changes - Cancellation And Nonrenewal
PI-CXL-CA 2	0912	California Changes
PI-UMTER-DN	0115	Disclosure Notice Of Terrorism Ins Cov Rejection Opt

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SEXUAL OR PHYSICAL ABUSE OR MOLESTATION  
VICARIOUS LIABILITY COVERAGE FORM SUBLIMIT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL UMBRELLA LIABILITY INSURANCE POLICY**

**SCHEDULE**

**SEXUAL OR PHYSICAL ABUSE OR MOLESTATION VICARIOUS LIABILITY COVERAGE  
SUBLIMITS:**

Each "Abusive Conduct" Limit:	\$ <u>4,000,000</u>
Aggregate Limit:	\$ <u>4,000,000</u>

This policy is intended to include the Sexual or Physical Abuse or Molestation Vicarious Liability Coverage form, but only with the limits set forth above. These limits are included within, and not excess of, nor in addition to the Limits of Insurance stated in the Declarations.

The coverage provided will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance" shown in the Schedule of Underlying Insurance unless otherwise directed by an endorsement to this policy.

To the extent such provisions differ or conflict, the provisions of this policy will apply. However, the coverage provided under this policy will not be broader than that provided by the applicable "underlying insurance."

Any per location or per project aggregate limit of insurance that is extended in the applicable "underlying insurance" shown in the Schedule of Underlying Insurance will not apply to the coverage provided by this endorsement.

All other terms and conditions of this policy remain unchanged.

**BOARD AGENDA ITEM**

Name of Contributor(s): Jonathan Koch

Date of Meeting: 12/9/15

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

**TITLE: Information Systems Data Technician**

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**DESCRIPTION:**

District administration requested that the Personnel Commission create a new job classification which would be tasked in managing various information and data systems within the District. This new classification will perform duties in the areas of processing, preparing, verification, record-keeping, and reporting of student information, assessment, demographic, and program data and support sites and departments in utilizing data systems effectively.

**FISCAL IMPACT:**

The exact fiscal impact is not known at this time as the Personnel Commission has not yet approved a classification and made a recommendation on its allocation on the salary schedule. Once a recommendation is approved, that recommendation will be subject to negotiations with CSEA, within the limitations of the internal alignment set by the Personnel Commission. It is anticipated that the Personnel Commission will make a salary recommendation of Range 24.0 resulting in an annual salary cost of \$50,328 - \$61,128.

**RECOMMENDATION:**

Education Code 45276 provides that "The governing board shall fix the duties of all positions a part of the classified service as required by Section 45109. The board may recommend the minimum educational and work experience requirements for classified positions to the personnel commission. Minimum qualification requirements shall be subject to approval of the commission....The position duties shall be prescribed by the board and qualification requirements for the position class shall be prepared and approved by the commission, required by this section, prior to issuance of an announcement calling for a competitive examination to fill position vacancies."

Staff recommends that the Board of Education take action to approve the attached proposed job duties for Information Systems Data Technician so that a new classification can be taken to, and approved by, the Personnel Commission.

## **ADDITIONAL MATERIAL(S):**

### **INFORMATION SYSTEMS DATA TECHNICIAN**

#### **SUMMARY OF DUTIES**

Under the direction of the Chief Information Officer, performs a variety of technical and complex activities involved in the processing, preparation, verification, record-keeping, and reporting of student information, assessment, demographic, and program data; supports sites and departments in utilizing data systems effectively; provides reports and access to educational and program data for school sites and district departments; develops detailed instruction documents/manuals; and compiles and analyzes data in order to assist with the preparation of State mandated student and educational information reports.

#### **Essential Functions Statements**

Essential and other important responsibilities and duties may include, but are not limited to, the following:

1. Establishes, develops, maintains, and updates databases to meet various District data and reporting needs, requests and requirements; verifies and ensures accuracy and integrity of data and reports;
2. Imports, scans, exports and uploads a variety of data and information;
3. Inputs, formats, processes, and extracts a variety of data in assigned computer systems; establishes and maintains automated records and files; creates macros and pivot tables, develops spreadsheets and generates a variety of computerized reports and documents;
4. Ensures accuracy and completeness of input and output data; compares data from a variety of sources and identifies errors and discrepancies; makes corrections, additions, and modifications as needed;
5. Designs and updates supplemental fields, lookup keys, and other methods for capturing student assessment, demographic, and program information in a variety of database systems;
6. Prepares a variety of narrative and statistical lists, records, and reports related to student information, assessment, demographics, programs, grants, enrollment, curriculum, and assigned projects and activities; formats and generates charts and graphs;
7. Researches, compiles, and verifies a variety of data and information; computes statistical information for various federal, State, and District reports (e.g. CELDT, CalPADS) as necessary; resolves a variety of statistical discrepancies; sorts, arranges, and tabulates data according to reporting requirements;
8. Advises and assists various departments with meeting data and program needs; provides technical information concerning reports, research, statistics, and related practices, standards, requirements, and procedures;
9. Ensures mandated and requested reports related to student information, demographics, programs and assigned activities are completed according to established time lines and requirements; troubleshoots and resolves problems with report queries and macros;

10. Receives and evaluates requests for data, statistical analysis and research projects; designs strategies to complete assignments; develops and implements research activities and methods of statistical data collection, analysis, and presentation for assigned projects;
11. Trains and provides direction to District staff on the monitoring, maintenance, and distribution of educational data; prepares instructions with step-by-step procedures for data entry and database management; composes memos and instruction documents and manuals to be used by computer operators on a District-wide basis;
12. Serves as a liaison between District departments and sites in regards to the access and distribution of data; communicates with personnel and various outside agencies to exchange information and resolve issues or concerns;
13. Provides recommendations concerning computer system and software enhancements;
14. Performs related duties and responsibilities as required.



## Board Agenda Item

**NAME OF CONTRIBUTOR:** Jonathan Koch **DATE OF MEETING:** December 9, 2015

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

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

**SECTION A: PRELIMINARY** \_\_\_\_\_

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

**SECTION C: CONSENT** \_\_\_\_\_ **X** \_\_\_\_\_

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

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

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

**TITLE: Establish/Abolish/Increase/Reduce Hours of Position**

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### **DESCRIPTION OF AGENDA ITEM:**

#### **Establish**

a five and a half hour, 183 day Paraeducator I, position number 7378, to be established in English Learner Services. This position will be established to provide support for the new comer program.

an eight hour, 246 day Director of Facilities, position number 7354, to be established in the Facilities department. This position will be established to oversee the Facilities department.

#### **Abolish**

an eight hour, 246 day Executive Director of Facilities Planning, Engineering, and Operations, position number 1456, to be established in the Facilities department. This position will be abolished due to lack of work.

#### **Increase**

a five hour, 183 day Paraeducator II, position number 2229, to be increased to five hours and forty five minutes in the Pupil Services department. This position will be increased to provide additional support.

a five hour, 183 day Paraeducator II, position number 2231, to be increased to five hours and forty five minutes in the Pupil Services department. This position will be increased to provide additional support.

a five hour, 183 day Paraeducator II, position number 2245, to be increased to five hours and forty five minutes in the Pupil Services department. This position will be increased to provide additional support.

a five and half hour, 183 day Paraeducator III, position number 2608, to be increased to five hours and forty five minutes in the Pupil Services department. This position will be increased to provide additional support.

a five and half hour, 183 day Paraeducator III, position number 1937, to be increased to five hours and forty five minutes in the Pupil Services department. This position will be increased to provide additional support.

**FISCAL IMPACT:**

Cost for Paraeducator I - \$24,542.00 ELS (LCFF)

Cost for Director of Facilities - \$167,835 Maintenance

Savings for Executive Director - \$174,928.00 General

Cost for Paraeducator II - \$3,397.00 Special Education

Cost for Paraeducator II - \$3,397.00 Special Education

Cost for Paraeducator II - \$3,397.00 Special Education

Cost for Paraeducator III - \$1,162.00 Special Education

Cost for Paraeducator III - \$1,162.00 Special Education

**RECOMMENDATION:**

Approve the establishment, abolishment, and increase of positions, as presented

**ADDITIONAL MATERIAL(S):** None

**Board Agenda Item**

**NAME OF CONTRIBUTOR:** Jesus Vaca/Jonathan Koch **DATE OF MEETING:** December 9, 2015

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

**TITLE: Personnel Actions (Vaca/Koch)**

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**DESCRIPTION OF AGENDA ITEM:**

The attached are recommended personnel actions presented to the Board of Trustees for consideration. The salary placement for the individuals employed will be in accordance with salary regulations of the district. Personnel actions include: New Hires, transfers, pay changes, layoffs, recall from layoffs, resignations, retirements, and leave of absence.

**RECOMMENDATION:**

Approve the Personnel Actions, as presented.

**ADDITIONAL MATERIAL(S):**

Classified Personnel Actions  
Certificated Personnel Actions

**CERTIFICATED PERSONNEL**

Listed below are recommended certificated personnel actions presented for consideration by the Board of Trustees. The salaries for the individuals employed will be determined in accordance with salary regulations of the District.

**NEW HIRES**

Julia Bolognino	Behavior Specialist, Pupil Services	November 16, 2015
Patrick Allison	Substitute Teacher	2015/2016 School Year
Richelle Bequilla	Substitute Teacher	2015/2016 School Year
Valerie Jones	Substitute Teacher	2015/2016 School Year
Diana Lopez	Substitute Teacher	2015/2016 School Year
Cynthia Phillips	Substitute Teacher	2015/2016 School Year
Eric Swartz	Substitute Teacher	2015/2016 School Year
Clinton Tatum, Jr.	Substitute Teacher	2015/2016 School Year
Sofia Vega	Substitute Teacher	2015/2016 School Year
Salvador Vizcaino	Substitute Teacher	2015/2016 School Year
David Zieper	Substitute Teacher	2015/2016 School Year

**RESIGNATION**

Dawn Cassity	Teacher, Social Science, Chavez	November 3, 2015
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**RETIREMENT**

Robert M. Crowley	Teacher, Social Science, Haydock	January 8, 2016
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## CLASSIFIED PERSONNEL ACTIONS

December 9, 2015

New Hire

Aguirre Cayeros, Carmina	Paraeducator II, Position #2235 Pupil Services 5.75 hrs./183 days	11/02/2015
Aparicio, Bianna D.	Child Nutrition Worker, Position #7291 McAuliffe 3.0 hrs./185 days	11/16/2015
Beltran, Daniel	Cover Bus Driver/Office Assistant, Position #580 Transportation 6.0 hrs./203 days	11/30/2015
Cedillo, Yesenia H.	Office Assistant II, Position #5424 Driffill 5.0 hrs./192 days	11/16/2015
Flores, Marcella	Office Assistant II (B), Position #1983 Marshall 5.0 hrs./203 days	11/30/2015
Fountain, Genesis	District Textbook Coordinator, Position #2300 Ed. Services 7.0 hrs./246 days	11/09/2015
Gonzales, Jesus M	Bus Driver, Position #1292 Transportation 8.0 hrs./183 days	11/16/2015
Gutierrez Perez, Juan C	District Translator, Position #7157 Special Ed. 8.0 hrs./246 days	11/05/2015
Guzman, Edith	Intermediate School Secretary (B), Position #7016 Lemonwood 8.0 hrs./192 days	10/26/2015
Herrera, Cindy	Child Nutrition Worker, Position #7292 McKinna 3.0 hrs./185 days	11/19/2015
Maldonado, Maria	NfL Family Liaison (B), Position #6405 NfL 6.0 hrs./180 days	10/26/2015
Mendoza, Alberto	Paraeducator I, Position #7263 Soria 5.0 hrs./183 days	10/29/2015
Mildenhall, Julia	Library Media Technician, Position #2199 Sierra Linda 5.0 hrs./190 days	11/05/2015
Navarro, Imelda	Preschool Assistant (B), Position #2577 Sierra Linda 3.0 hrs./183 days	10/27/2015
Ortega, Benjamin	Site Technology Technician, Position #2513 Rose Ave. 8.0 hrs./192 days	10/19/2015
Sanchez, Briana	Child Nutrition Worker, Position #2054 Itinerant 5.0 hrs./185 days	11/16/2015
Velasquez, Rosario	Child Nutrition Worker, Position #7277 Fremont 5.0 hrs./185 days	11/16/2015
Zamarripa, Juan	Custodian, Position #6673 Elm 4.0 hrs./246 days	11/09/2015

New Hire correction

Ferrer Munson, Rafael	District Translator, Position #7259 Special Ed. 8.0 hrs./246 days	10/26/2015
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Exempt

Ayala, Alicia	Campus Assistant	10/01/2015
Gonzalez, Andrea	AVID Tutor	10/28/2015
Luna, Ivan	AVID Tutor	10/02/2015
Montesinos, Melissa	Campus Assistant	11/04/2015
Shoemaker, Carolyn	Campus Assistant	11/05/2015
Tellez, Olivia	Campus Assistant	11/05/2015
Torres, Andres	Campus Assistant	10/20/2015
Vargas, Janessa	Campus Assistant	11/02/2015

Limited Term

Balderrama, Deanna	Clerical	10/20/2015
Espinoza, Melissa	Clerical	10/08/2015

Limited Term continued

Cummings, Natalie	Paraeducator	11/02/2015
Laveaga, Brianda	Paraeducator	10/29/2015
Martinez, Gabriela	Paraeducator	11/09/2015
Ortiz, Jade	Paraeducator	11/04/2015
Paez, Laura	Paraeducator	10/26/2015
Quinn, Emily	Paraeducator	11/04/2015
Romero, Letty	Child Nutrition Worker	10/02/2015

Reclassification

Hernandez, Esmeralda	Human Resources Technician (B), Position #2388 Personnel Commission 8.0 hrs./246 days Human Resources Assistant (B), Position #2388 Personnel Commission 8.0 hrs./246 days	09/17/2015
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Promotion

Colmenares, Roberto	Paraeducator II, Position #7240 Pupil Services 5.75 hrs./183 days Instructional Assistant PH, Position #483 Special Education 5.5 hrs./183 days	11/04/2015
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Increase in Hours

Escalante, Angela	Paraeducator I, Position #1104 Chavez 4.0 hrs./183 days Paraeducator I, Position #1104 Chavez 3.0 hrs./183 days	11/16/2015
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Transfer

Benavides, Leticia	Preschool Assistant (B), Position #949 Rose Ave. 3.0 hrs./183 days Preschool Assistant (B), Position #1234 San Miguel 3.0 hrs./183 days	11/09/2015
Born, Cecilia	Preschool Assistant (B), Position #2894 Elm 3.0 hrs./183 days Preschool Assistant (B), Position #2660 Driffill 3.0 hrs./183 days	10/26/2015
Cabrera, Karina	Office Assistant II (B), Position #7266 Lemonwood 5.0 hrs./203 days Office Assistant II (B), Position #5424 Driffill 5.0 hrs./192 days	9/28/2015
De La Rosa, Leticia	Preschool Assistant (B), Position #2664 Rose Ave. 3.0 hrs./183 days Preschool Assistant (B), Position #2657 Ritchen 3.0 hrs./183 days	11/03/2015
Flores, Janet	Paraeducator I (B), Position #2243 Frank 5.5 hrs./183 days Paraeducator I (B), Position #7226 McKinna 5.0 hrs./183 days	11/08/2015
James, Rakena	Library Media Technician, Position #2526 Soria 8.0 hrs./192 days Library Media Technician, Position #1039 Marina West 5.0 hrs./190 days	11/23/2015
Magana, Beatris	Facilities Secretary (B), Position #5 Facilities 8.0 hrs./246 days Secretary (B), Position #1357 Special Education 8.0 hrs./246 days	11/09/2015

Transfer continued

Ramirez, Rocio	Office Assistant (B), Position #1212 Fremont 6.0 hrs./203 days Office Assistant (B), Position #2909 NfL 4.0 hrs./203 days	11/16/2015
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Released during Probation

7486	Child Nutrition Worker, Position #2768 Fremont 5.0 hrs./185 days	10/23/2015
8502	Custodian, Position #6449 Lemonwood 4.0 hrs./246 days	11/04/2015

Resignation

Hurtado, Patricia	Credential Technician (B), Position #6777 Certificated HR 8.0 hrs./246 days	09/09/2015
Villalobos, Veronica	Paraeducator I, Position #7191 Rose Ave. 4.0 hrs./183 days	11/20/2015

Retirement

Magallanes, Yolanda	Child Nutrition Worker, Position #1827 Ramona 5.5 hrs./185 days	08/30/2000-12/17/2015
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BOARD AGENDA ITEM

Name of Contributor(s): **Robin I. Freeman**

Date of Meeting: **12/9/15**

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

Approve: Single Plan for Student Achievement – Cesar Chavez School (Freeman)

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**EXECUTIVE SUMMARY:**

It is recommended that the Governing Board approve the Single Plan for Student Achievement for Cesar Chavez School. The composition of the School Site Council was amended to include one additional teacher and one fewer other school staff.

**FISCAL IMPACT:**

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent Educational Services, that the Single Plan for Student Achievement for Cesar Chavez School be approved.

**ADDITIONAL MATERIAL(S):**

Single Plan for Chavez School



# The Single Plan for Student Achievement

**School:** Cesar E. Chavez K-8 School  
**CDS Code:** 56725386055321  
**District:** Oxnard School District  
**Principal:** Mrs. Brasilia Perez  
**Revision Date:** 09-30-2015

The Single Plan for Student Achievement (SPSA) is a plan of actions to raise the academic performance of all students. California Education Code sections 41507, 41572, and 64001 and the federal Elementary and Secondary Education Act (ESEA) require each school to consolidate all school plans for programs funded through the ConApp and ESEA Program Improvement into the SPSA.

For additional information on school programs and how you may become involved locally, please contact the following person:

**Contact Person:** Brasilia Perez  
**Position:** Principal  
**Phone Number:** (805) 385-1524  
**Address:** 301 North Marquita St.  
Oxnard, CA 93030-3792  
**E-mail Address:** bperez@oxnardsd.org

**The District Governing Board approved this revision of the SPSA on .**

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## School Vision and Mission

### Cesar E. Chavez K-8 School's Vision and Mission Statements

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. We aim to achieve our goals at Chavez Academy of Literacy, Communications Arts and Technology through an active collaborative partnership involving students, teachers, parents, community and staff.

## School Profile

With our Mission, Vision, and Commitments in mind, we at Cesar E. Chavez K-8 School consistently and diligently work to improve upon our successful gains in student achievement. A focus on strong first instruction drives the entire staff as we are all an integral part of the team supporting students in their learning. Hard work and dedication to goals resulted in the development of our Academic Strand – Chavez Academy of Literacy, Communications Arts, and Technology with a commitment to grow the program each year.

Chavez School was established in 1951 and is one of twenty schools in the Oxnard Elementary School District. For the 2015-2016 school years, Chavez School served 935 kindergarten through eighth grade students on a traditional schedule. The school also contains one computer lab, with a full time computer technician, two science labs, and a library with a full time library technician. In addition, Chavez receives support from a speech pathologist, two resource teachers, an outreach specialist, an academic coach as well as support from a school psychologist.

We continue to examine the areas of teaching and learning, interventions, in-coming Kindergarten transitions, 5th to 6th, 6th to 7th, and 8th to 9th grade transitions, professional development, parent involvement, and after school program. We critically examine and determine what actions empower our students to achieve and which areas need further development in order to enable more students to achieve greater success.

The majority of focus behind our success at Chavez K-8 School has been in the area of teaching and learning. We are in a transitional period as we explore the new Common Core State Standards (CCSS) and an emphasis on technology through the 1:1 iPad implementation. We continue to use reading/language arts curriculum and My Math from McGraw Hill K-5, CMP3 in 6th-8th grade, in addition to implementing SIPPs as alternative reading intervention program and English 3D as supplemental English Learner Development program for English Learners. Additional support in the area of teaching and learning contribute to our growth in student achievement. School wide use of the Accelerated Reader program assists in expanding student vocabulary and comprehension skills in reading/language arts. Implementation of the Waterford program in Kindergarten supports early reading skills that will enable students to enter 1st grade on or above grade level. Intervention Support Providers (ISP), servicing all grades, allow teachers to further target specific students and provide intervention at LEAD time during school day as a follow-up to classroom instruction. Chavez is committed to providing appropriate interventions for all students. The Response to Intervention (RTI) model at Chavez now practices LEAD (Leveled Education for Academic Differentiation). This process involves grade level teaming where all students from one grade level are directed to intervention groups based on their areas of need for support and advancement. Intervention group size is reduced and the levels of differentiation is increased by adding support from ISP teachers. Chavez conducts regular Coordinated Services Team (COST) and Student Success Team (SST) meetings with a panel of staff members to address the needs of at risk students.

The teaching staff at Chavez is committed to the process of implementing CCSS and is focused on implementing higher level thinking and learning for all students. The principal monitors quality content area instruction through classroom visitations, grade-level meetings with teachers, and student monitoring conferences with individual teachers once each trimester.

Parent involvement is a key element for the continued academic success at Chavez School. Teachers regularly communicate with parents by phone, written notes, and with involvement at the school site. Understanding the school's education program, student achievement, and curriculum development assists both school and community in on-going program improvement. Parents are welcomed to join Chavez School activities through a variety of general parent meetings, monthly principal morning chats, parent nights, and individual classroom parent meetings/programs. Teachers use standards based progress reports and assessment data at parent/teacher conferences to inform parents of their children's progress. Chavez staff also presents parent education nights in the content areas of reading, language arts, and mathematics to help parents support their students' success in these key academic areas. Our new school counselor and Out Reach Consultant (ORC) will provide parenting classes using the Triple P and Parent Project curriculum this year. Parenting classes are offered in English and in Spanish to further encourage parents' participation and to support positive interaction with their children. Chavez School communicates this information to all stakeholders on a regular basis including SSC, ELAC, Title 1, PTA, and Coffee with the Principal meetings.

Chavez School has become proficient at using data on many levels to help guide our teaching and learning. Through a site variance, we continue to bank minutes to provide regularly scheduled facilitated grade level meetings to collaborate on analysis of Houghton Mifflin language arts, mathematics curriculum, and English Language Development (ELD) as well as data from DIBELS, Essential

Literacy Skills Benchmark for grades K-1, and STAR 360 data K-8. Teachers share grade level data to plan lessons, identify strategic instructional strategies, and target students needing intervention. Data analysis allows teachers, parents, and students to monitor progress toward academic goals, determine which strategies and interventions are working, identify which students need before or after school tutoring, and target specific needs of individual students to maximize their potential achievement. Planning for intervention is driven by data analysis which targets individual students who need to have focused instruction in targeted areas to increase their academic achievement.

The acquisition of academic English language skills continues to be an important goal for Chavez School students, especially for our English Language Learners (ELL). To help build this strong academic base, we continue to build upon this fundamental instruction through building essential vocabulary. Students coming from the English Language Development (ELD) instruction is a top priority in all grade levels. The entire Chavez School staff models English across the school setting to provide practical use and practice opportunities for ELL students. This year we will continue to provide focused ELD and plan to provide after school tutoring for English Learner students based on their CELDT subtest scores. We also continue to incorporate SIOP strategies into our lesson planning and delivery. Furthermore, Chavez School continues to have an on-site Instructional Coach to support K-8 teachers and students in those core content areas. Chavez will continue staff development on how to transition ELL students to English, including the development of academic vocabulary and language skills.

Through constant reevaluation of the mission, vision, and commitment and a critical analysis of our best practices and changing needs, Chavez School dedicates ourselves to providing a strong foundation in a journey of lifelong learning for all of our students, families, and communities.

## School and Student Performance Data

### CAASPP Results (All Students)

#### English Language Arts/Literacy

Overall Achievement									
Grade Level	# of Students Enrolled	# of Students Tested	% of Enrolled Students Tested	# of Students With Scores	Mean Scale Score	% Standard Exceeded	% Standard Met	% Standard Nearly Met	% Standard Not Met
Grade 3	110	108	98.2	108	2350.8	3	13	23	61
Grade 4	125	125	100.0	125	2383.4	4	8	18	70
Grade 5	92	92	100.0	92	2434.0	3	17	24	55
Grade 6	124	123	99.2	123	2451.2	3	12	25	59
Grade 7	96	95	99.0	95	2466.1	3	12	27	58
All Grades	547	543	99.3	543		3	12	23	61

Grade Level	READING			WRITING			LISTENING			RESEARCH/INQUIRY		
	Demonstrating understanding of literary & non-fictional texts			Producing clear and purposeful writing			Demonstrating effective communication skills			Investigating, analyzing, and presenting information		
	% Above Standard	% At or Near Standard	% Below Standard	% Above Standard	% At or Near Standard	% Below Standard	% Above Standard	% At or Near Standard	% Below Standard	% Above Standard	% At or Near Standard	% Below Standard
Grade 3	7	31	62	5	33	62	0	68	32	4	43	54
Grade 4	6	34	61	2	29	69	4	52	44	5	40	55
Grade 5	8	35	58	8	37	55	3	58	39	11	48	41
Grade 6	3	36	61	7	33	60	3	61	36	9	58	33
Grade 7	2	42	56	7	45	47	5	47	47	7	44	48
All Grades	5	35	60	6	35	59	3	57	40	7	47	46

#### Conclusions based on this data:

1.

## School and Student Performance Data

### CAASPP Results (All Students)

#### Mathematics

Overall Achievement									
Grade Level	# of Students Enrolled	# of Students Tested	% of Enrolled Students Tested	# of Students With Scores	Mean Scale Score	% Standard Exceeded	% Standard Met	% Standard Nearly Met	% Standard Not Met
Grade 3	110	109	99.1	109	2385.4	2	17	34	47
Grade 4	125	125	100.0	124	2402.0	4	7	28	60
Grade 5	92	92	100.0	92	2429.8	0	5	30	64
Grade 6	124	123	99.2	123	2422.3	2	9	16	72
Grade 7	96	95	99.0	95	2435.1	2	5	22	71
All Grades	547	544	99.5	543		2	9	26	63

Grade Level	CONCEPTS & PROCEDURES			PROBLEM SOLVING & MODELING/DATA ANALYSIS			COMMUNICATING REASONING		
	Applying mathematical concepts and procedures			Using appropriate tools and strategies to solve real world and mathematical problems			Demonstrating ability to support mathematical conclusions		
	% Above Standard	% At or Near Standard	% Below Standard	% Above Standard	% At or Near Standard	% Below Standard	% Above Standard	% At or Near Standard	% Below Standard
Grade 3	13	32	55	5	38	58	4	56	40
Grade 4	7	19	74	6	27	68	5	27	69
Grade 5	2	16	82	0	29	71	1	37	62
Grade 6	4	16	80	2	29	68	3	31	66
Grade 7	5	19	76	3	45	52	3	65	32
All Grades	6	20	73	3	33	64	3	42	55

#### Conclusions based on this data:

1.

## School and Student Performance Data

### CELDT (Annual Assessment) Results

Grade	2014-15 CELDT (Annual Assessment) Results										
	Advanced		Early Advanced		Intermediate		Early Intermediate		Beginning		Number Tested
	#	%	#	%	#	%	#	%	#	%	#
<b>K</b>					1	7	4	27	10	67	15
<b>1</b>			6	6	32	32	30	30	32	32	100
<b>2</b>	2	2	15	18	31	37	24	29	12	14	84
<b>3</b>	3	3	13	14	44	49	23	26	7	8	90
<b>4</b>	2	3	16	20	45	56	14	18	3	4	80
<b>5</b>	5	8	22	37	27	45	4	7	2	3	60
<b>6</b>	1	1	19	24	43	55	11	14	4	5	78
<b>7</b>	3	6	21	40	25	47	4	8			53
<b>Total</b>	16	3	112	20	248	44	114	20	70	13	560

#### Conclusions based on this data:

1. The assessment results above show the majority of English Learner students in grades K and 1st in the Beginning level of English proficiency, with 47% kindergarteners and 28% first graders .
2. In addition, 62% of the English Learner 1st graders are scoring in the Intermediate and Early Intermediate levels.
3. In grades 2nd through 5th, the majority of students' results are in the Intermediate level of proficiency.



## School and Student Performance Data

### Title III Accountability (School Data)

AMAO 1	Annual Growth		
	2012-13	2013-14	2014-15
Number of Annual Testers	480	496	560
Percent with Prior Year Data	100.0%	100.0%	100.0%
Number in Cohort	480	496	560
Number Met	263	245	277
Percent Met	54.8%	49.4%	49.5%
NCLB Target	57.5	59.0	60.5
Met Target	No	No	No

AMAO 2	Attaining English Proficiency					
	2012-13		2013-14		2014-15	
	Years of EL instruction		Years of EL instruction		Years of EL instruction	
	Less Than 5	5 Or More	Less Than 5	5 Or More	Less Than 5	5 Or More
Number in Cohort	490	106	553	108	433	197
Number Met	60	34	48	37	54	65
Percent Met	12.2%	32.1%	8.7%	34.3%	12.5%	33.0%
NCLB Target	21.4	47.0	22.8	49.0	24.2	50.9
Met Target	No	No	No	No	No	No

AMAO 3	Adequate Yearly Progress for English Learner Subgroup		
	2012-13	2013-14	2014-15
<b>English-Language Arts</b>			
Met Participation Rate	Yes		
Met Percent Proficient or Above	No		
<b>Mathematics</b>			
Met Participation Rate	Yes		
Met Percent Proficient or Above	Yes		

#### Conclusions based on this data:

1. Chavez students have not met the AMAOs since the 2010 - 2011 school year. Teachers continue to provide instruction to ELs using SIOP strategies. ELs receive targeted instruction in English through SIPPS, an intervention that is available for students in grades 1 - 6 for two weeks in the summer and during the school year before and after school.
2. We have recently purchased MyON for students in grades K-8. This is a reading program that concentrates on non-fictional text and incorporates vocabulary, writing and reading comprehension strategies. We are expecting to see an increase in Lexile levels and hope that this will increase the number of students reading on grade level.
3. The students with less than 5 years of EL instruction are significantly lower than those with more than five years. We need to provide these students with a more rigorous program and more opportunities to speak English during the school day. We will also provide tutoring opportunities for these students.



## School and Student Performance Data

### Title III Accountability (District Data)

AMAO 1	Annual Growth		
	2012-13	2013-14	2014-15
Number of Annual Testers	7,243	7411	7,830
Percent with Prior Year Data	100.0	100.0	100.0
Number in Cohort	7,243	7411	7,830
Number Met	3,679	3846	3,802
Percent Met	50.8	51.9	48.6
NCLB Target	57.5	59.0	60.5
Met Target	No	No	No

AMAO 2	Attaining English Proficiency					
	2012-13		2013-14		2014-15	
	Years of EL instruction		Years of EL instruction		Years of EL instruction	
	Less Than 5	5 Or More	Less Than 5	5 Or More	Less Than 5	5 Or More
Number in Cohort	6,488	2,307	6653	2316	6,693	2,596
Number Met	862	814	877	939	862	992
Percent Met	13.3	35.3	13.2	40.5	12.9	38.2
NCLB Target	21.4	47.0	22.8	49.0	24.2	50.9
Met Target	No	No	No	No	No	No

AMAO 3	Adequate Yearly Progress for English Learner Subgroup at the LEA Level		
	2012-13	2013-14	2014-15
<b>English-Language Arts</b>			
Met Participation Rate	Yes	Yes	
Met Percent Proficient or Above	No	No	
<b>Mathematics</b>			
Met Participation Rate	Yes	Yes	
Met Percent Proficient or Above	No	No	
<b>Met Target for AMAO 3</b>	<b>No</b>	<b>No</b>	

#### Conclusions based on this data:

1. The results are consistent with the findings at Chavez. There seems to have been a drop district-wide on the 2013-2014 tests.
2. The Chavez students, have results as OSD students having less than 5 years of ELD scored lower than those with 5 or more years of instruction.
3. The performance data above shows the annual growth target for AMAO 1 was not met. Although there was a consistent increase in percentages of students meeting the target over the last three years, the 2013 results of 50.8% did not meet the 57.5% NCLB target.

## Planned Improvements in Student Performance

### School Goal #1

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index (API) and adequate yearly progress growth (AYP) targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

#### **SUBJECT: Language Arts**

#### **LEA GOALS:**

1. All students will reach high standards, at a minimum attaining proficiency or better in reading and mathematics, by 2013-14.
2. All limited-English-proficient students will become proficient in English and reach high academic standards, at a minimum attaining proficiency or better in reading/language arts and mathematics.
3. By 2005-06, all students will be taught by highly qualified teachers.
4. All students will be educated in learning environments that are safe, drug free, and conducive to learning.
5. All students will graduate from high school

#### **SCHOOL GOAL #1:**

Kindergarten: All students will exit kindergarten at benchmark on First Sound Fluency, Letter Naming Fluency, Phoneme Segmentation, and Nonsense Word Fluency.  
1st – 6th Grades: Students shall be at grade level or reduce the distance between their reading level and grade level by 1.5 years growth  
7th-8th grade: 70% of students and the significant special population groups in 7th and 8th grade will not earn an F grade in Language Arts on the Trimester 3 Report Card.  
This goal pertains to all students including the following special population groups: English Learners, Migrant Students, Special Education, SED, Foster/Homeless Students and Hispanic.

#### **Data Used to Form this Goal:**

Essential Literacy Skills Benchmarks (Kindergarten and 1st grades)  
DIBELS data (Kindergarten - 6th grades)  
Interim Formative Assessments (grades K-8)

#### **Findings from the Analysis of this Data:**

The percentage of students attaining benchmark in Essential Skills at the end of the 2014-2015 school year:  
English Kindergarten - 44%  
Spanish Kindergarten - 26%

The percentage of students attaining the DIBELS benchmark for End of 2014-2015 school Year.  
1st grade - 32%  
2nd grade - 24%  
3rd grade - 24%

4th grade - 32%  
5th grade - 35%  
6th grade - 38%

The percentage of students attaining benchmark in the Interim Formative Assessments at the end of the 2014-2015 school year.

3rd grade - 7%  
4th grade - 1%  
5th grade - 18%  
6th grade - 3%  
7th grade - 1%

**How the School will Evaluate the Progress of this Goal:**

STAR Reading Early Literacy (K-1)  
STAR Reading 360 (2-8)  
Essential Skills (Kindergarten and 1st grade)  
DIBELS assessment (K-6)  
Teachers will meet in grade level meetings after assessment periods to analyze data  
Interim Formative Assessments  
MTSS  
Progress Monitoring

**Strategy #1**

**STRATEGY:**  
 TEACHING AND LEARNING The school will ensure full implementation of the state approved language arts curriculum and support the Common Core State Standards for language arts.

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
The Instructional Coach will support teachers in implementing the adopted curriculum.	Instructional Coach	August 2015 - June 2016	Certificated Salaries: TOSA salary	1000-1999: Certificated Personnel Salaries	District Funded	121916
Implementation of systematic instruction of Language Arts using district adopted curriculum materials	Teachers K-8	August 2015 - June 2016	District Funded	None Specified		0
District adopted Language Arts curriculum implementation guides will be used to guide instruction and assessment.	Teachers K-8	August 2015 - June 2016	District Funded	None Specified		0
The STAR 360 Reading and Early Literacy assessment will be administered at least 2 times a year.	Teachers K-8 Instructional Coach	August 2015 - June 2016	District Funded	None Specified	District Funded	0
The DIBELS assessment team will screen all students three times a year.	Teachers K-8, Instructional Coach, substitute teachers	August 2015 - June 2016	Substitute teachers for certificated teachers to assess	1000-1999: Certificated Personnel Salaries	LCFF - Targeted	3000

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
The Interim Formative Assessments for ELA will be administered to students 3 times a year (grades 3-8)	Teachers K-8 Instructional Coach	August 2015 - June 2016	District Funded	None Specified		0
Staff will input all formative assessment results into OARS, evaluate and analyze results and use the information to inform instructional decisions.	Teachers K-8, Instructional Coach	August 2015 - June 2016	substitute teachers	1000-1999: Certificated Personnel Salaries	LCFF - Targeted	3000
Principal will conduct data conferences with teachers at least twice a year to discuss assessment results.	Teachers K-8, Principal, Instructional Coach, teacher substitutes	August 2015 - June 2016	Substitute teachers	1000-1999: Certificated Personnel Salaries	LCFF - Targeted	3000
Implementation of systematic instruction on writing process (K-8) based on writing standards.	Teachers K-8, Instructional Coach	August 2015 - June 2016	District Funded	None Specified		0
Site Technology Technician will maintain equipment and software to support student learning through technology.	Site Technology Technician	August 2015 - June 2016	Classified Salaries: Computer Lab Tech salary	None Specified	District Funded	52250
Monitor and implement Accelerated Reader program	Teachers K-8, Library Technician, Instructional Coach, substitute teachers	August 2015 - June 2016	Classified Salaries: Librarian	None Specified	District Funded	46205
Materials and supplies will be purchased to support the core instructional program.	All school staff	August 2015 - June 2016	Materials and Supplies	4000-4999: Books And Supplies	LCFF - Targeted	10405
Teachers will have use of the laminator, Duplo copy machines and Xerox copy machines in order to make necessary copies of instructional materials	Teachers K-8	August 2015 - June 2016	Maintenance Agreement for Xerox machines	5000-5999: Services And Other Operating Expenditures	LCFF - Discretionary	3770
				5000-5999: Services And Other Operating Expenditures	Discretionary	3000
				None Specified	District Funded	12,930

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
				5000-5999: Services And Other Operating Expenditures	Title I	516.61
Extra clerical support will be provided to support the school.	Teachers K-8, support staff	August 2015 - June 2016	Certificated Salaries	2000-2999: Classified Personnel Salaries	LCFF - Discretionary	550
Implementation of 2nd through 3rd grade Transitional Bilingual Education classes following the district's EL Master Plan.	Teachers K-8	August 2015 - June 2016	District Funded	None Specified		0
Implementation of Dual Language Immersion for Kindergarten and 1st grade classes.	Teachers K-1	August 2015 - June 2016	District Funded	None Specified		0



**Strategy #2**

**STRATEGY:**

The school will ensure opportunity and equal educational access for all students.

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Intervention Services Provider will provide necessary interventions for targeted services for students in grades 1st - 6th.	ISP teachers	September 2015 - June 2016	Certificated Salaries: (3.5 ISP's for ELA for 135 days)	1000-1999: Certificated Personnel Salaries	LCFF - Targeted	10000
				1000-1999: Certificated Personnel Salaries	Title I	56700
				1000-1999: Certificated Personnel Salaries	Title III	9132.88
Implementation of Universal Access (1st-6th) targeted to all groups to reinforce standards-based instruction.	Teachers 1-6, ISP Teachers, Instructional Coach	September 2015 - June 2016	District Funded	None Specified		0
Intervention and enrichment materials will be utilized during Universal Access.	Teachers 1-6, ISP Teachers, Instructional Coach	September 2015 - June 2016	Materials and Supplies	4000-4999: Books And Supplies	LCFF - Discretionary	2000
Implementation of Waterford for Kindergarten - 1st grade.	Kindergarten-1st grade Teachers, Site Technology Technician	September 2015 - June 2016	District Funded	None Specified		0
Implementation of Before and After School tutoring in Language Arts for targeted students, including Foster Youth.	Teachers K-8, Instructional Coach	September 2015 - June 2016	Certificated Salaries	1000-1999: Certificated Personnel Salaries	LCFF - Targeted	25000

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Purchase of Intervention Materials for before and after school tutoring.	Principal, Instructional Coach	September 2014-June 2015	Materials and Supplies	4000-4999: Books And Supplies	LCFF - Targeted	5000
Students progress will be monitored using formative and summative assessments. Intervention strategies will be based on results.	Teachers K-8, Instructional Coach, ISP	August 2014-June 2015	District Funded	None Specified		0
Staff will monitor at-risk students through the MTSS process, grade level meetings and analysis of data.	Teachers K-8, Principal	August 2014-June 2015	District Funded	None Specified		0
Students will have opportunities to access technology for intervention or enrichment (i.e. iPods, iPad, applications, software.)	Teachers K-8, Principal	September 2014-June 2015	Purchase of Apps for iPads	5800: Professional/Consulting Services And Operating Expenditures	LCFF - Targeted	8000
Site Technology Technician will implement Student Technology Club as an enrichment after school program.	Site Technology Technician	September 2015 - June 2016	See Goal #1, Strategy #1, Action 10			
Students will participate in field trips and enrichment activities.	Teachers K-8	September 2015 - June 2016	Transportation for field trip	5700-5799: Transfers Of Direct Costs	LCFF - Targeted	3500
			Admission for field trip: Professional/Consulting Services	5800: Professional/Consulting Services And Operating Expenditures	LCFF - Targeted	3000

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Academic incentives will be provided to motivate and engage students in reading programs MyON and Accelerated Reader.	Teachers K-8, Principal, Instructional Coach	September 2015 - June 2016	Materials and supplies	4000-4999: Books And Supplies	LCFF - Targeted	3000
Instructional Assistants will provide necessary interventions for targeted services for students in Kindergarten.	Teachers, Instructional Assistant	August 2015 - June 2016	Classified Salaries	2000-2999: Classified Personnel Salaries	LCFF - Targeted	6000
				2000-2999: Classified Personnel Salaries	Title I	12933
				2000-2999: Classified Personnel Salaries	Title III	6933

**Strategy #3**

**STRATEGY:**

The school will implement a transition plan for students entering kindergarten.

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Kindergarten readiness will be provided for students without pre-school experience via the Ready, Set, Go Program	Teachers	August 2015 - June 2016	District Funded (Neighborhoods for Learning)	None Specified	District Funded	0
Parent workshop will be provided for families of in-coming kindergarten students.	Teachers, Principal, Instructional Coach	August 2015	Materials and Supplies	4000-4999: Books And Supplies	Title I	1500
			Teacher Extra Hours	1000-1999: Certificated Personnel Salaries	Title I	500
Collaboration between site kindergarten teachers.	Teachers K	August 2015-Jun 2016	District Funded	None Specified		0
Instructional Assistants will provide necessary interventions for targeted services for students in Kindergarten.	Teachers K, Instructional Assistants	August 2015-Jun 2016	See Goal #1, Strategy #2, Action #13			

**Strategy #4**

**STRATEGY:**  
 The school will implement a transition plan for 6th to 7th grade transition and 8th grade to High School Transition.

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
The school will implement a transition plan for 6th graders by providing time for vertical meetings between 6th and 7th grade teachers.	Teachers 6-8	August 2015 - June 2016	Substitutes	1000-1999: Certificated Personnel Salaries	Title I	2000
The school will implement a transition plan for 6th graders by providing a transition presentation to 6th grade students prior to entry into Middle School grades.	Principal, Teachers 6-8	August 2015 - June 2016	District Funded	None Specified		0
Special Education Teachers will meet with General Education Teachers to facilitate transition of 5th, 6th and 7th grade special education students.	Principal, Teachers 6-8	August 2015 - June 2016	District Funded	None Specified		0
The school will conduct an 8th grade parent meeting workshop regarding Transition to High School, which will include A-G requirements, High School Exit Exam, etc.	Principal, 8th grade teachers	August 2015 - June 2016	District Funded	None Specified		0
Pacifica High School Counselors will meet with all 8th grade students to determine High School placement.	High School Counselor, School Site Counselor, Principal, Teachers 8th grade	January 2016 - May 2016	District Funded	None Specified		0

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Middle School placement assessment administered to 5th, 6th, and 7th grade students.	Teachers 6-8, Instructional Coach	August 2015 - June 2016	District Funded	None Specified		0
8th grade students will shadow High School students at Pacifica High School on a walking field trip.	High School Counselors, Principal	August 2015 - June 2016	District Funded	None Specified		0

**Strategy #5**

**STRATEGY:**  
 The school will provide professional development to support the full implementation of the State approved language arts curriculum and support the Common Core State Standards for language arts.

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Professional development will be provided for teachers for Language Arts.	Teachers K-8	August 2015 - June 2016	Travel and Conferences	5000-5999: Services And Other Operating Expenditures	Title I	7550
Instructional Coach will support teachers (in the classroom) in implementing curriculum, analyzing data and instructing in best practices.	Teachers K-8, Instructional Coach	August 2015 - June 2016	District Funded	None Specified		0
Instructional Coach will present professional development to teachers to improve instructional practice in Language Arts.	Teachers K-8, Instructional Coach	August 2015 - June 2016	District Funded	None Specified		0
Teachers will meet in grade level teams 2-3 times a month (in after school grade level meetings) to analyze data, monitor student progress and plan for the regular instructional program as well as interventions	Teachers K-8, Instructional Coach Support staff	August 2015 - June 2016	District Funded	None Specified		0
The school will provide release time for teachers to observe each other teach; time to meet with coaches to plan; and time to collaborate on special projects.	Teachers K-8, Instructional Coach	August 2015 - June 2016	Need substitute teachers for Teachers K-8	1000-1999: Certificated Personnel Salaries	LCFF - Discretionary	2000
			Need substitute teachers for Teachers K-8	1000-1999: Certificated Personnel Salaries	Title I	2000

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Teacher Leadership Team will meet to discuss, plan, and monitor school improvement.	Teachers K-8, Instructional Coach	August 2015 - June 2016	Need substitute teachers for Teachers K-8	1000-1999: Certificated Personnel Salaries	Title I	3906.39
The school will provide RTI training for staff through Ventura County Office of Education.	Principal Teachers K-8	January, May 2015	Travel and Conferences	5000-5999: Services And Other Operating Expenditures	LCFF - Targeted	3000
The school will provide staff development in developing professional learning communities through Habits of Mind Training.	Principal Teachers K-8	March 2015	District Funded	None Specified		0
The school will provide training in understanding and working with students and adults from different cultural backgrounds and SES.	Principal Teachers K-8	August 2014-June 2015	Materials and Supplies	4000-4999: Books And Supplies	Title I	2500



**Strategy #6**

**STRATEGY:**  
 The school will coordinate meetings and distribute information to generate parent involvement.

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Title I semester meetings will be held to inform parents of school goals, programs, and activities.	Principal, Parents	August 2015 - June 2016	Classified Salaries: Clerical translation and preparation of documents for parents	2000-2999: Classified Personnel Salaries	LCFF - Targeted	150
The Parent Compact will be developed and revised at parent meetings.	Office staff, Principal, SSC, Parents, Leadership Team	August 2015 - June 2016	District Funded	None Specified		0
The Parent Involvement Policy will be developed and revised at parent meetings.	Principal, Leadership Team, SSC, Parents	August 2015 - June 2016	District Funded	None Specified		0
Parent workshops which focus on parenting skills will be conducted by City Impact and supported by the Outreach Resource Consultant (ORC)	ORC, Parents	August 2015 - June 2016	Classified Salaries: ORC - O.T. to accommodate parents in afternoon times	2000-2999: Classified Personnel Salaries	LCFF - Targeted	1000
			District Funded Classified Salaries: ORC	None Specified	District Funded	68294
Parent/Teacher conferences will be held to inform families of student progress, ensuring the availability of translation services.	Teachers K-8, Classified Personnel, Principal, Assistant Principals	August 2015 - June 2016	Classified Personnel - Verbal Translation - O.T. and Extra Help	2000-2999: Classified Personnel Salaries	LCFF - Targeted	700

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Coffee with the Principal meetings will be held so parents learn how they can assist their child at home in Language Arts and learn about school goals.	Principal, Parents	August 2015 - June 2016	District Funded	None Specified		0
SST/IEP meetings will be held to plan individual student support	Teachers K-8, Substitute Teachers, Principal	August 2015 - June 2016	District Funded	None Specified		0
Parent workshops which focus on Common Core Standards, textbook adoptions, technology, and report cards will be provided to assist parents in supporting their children at home, ensuring childcare.	Principal, Teacher K-8, Instructional Coach	August 2015 - June 2016	Classified Personnel - Babysitting - provide childcare	2000-2999: Classified Personnel Salaries	LCFF - Targeted	500
			Materials and Supplies	4000-4999: Books And Supplies	LCFF - Discretionary	5000
Notify parents of upcoming events through school marquee, ConnectEd calls, and updated school website with information for parents.	Principal, Support Staff, Parents	August 2015 - June 2016	District Funded	None Specified		0
Coordinate School Site Council (SSC) and English Learner Advisory Council (ELAC) meetings and jointly develop agendas with parent input.	Principal, SSC, parents	August 2015 - June 2016	District Funded	None Specified		0
Utilize agendas and iPads to support organization, student achievement and home-school communication.	Principal, Parents, Teachers K-8	August 2015 - June 2016	Purchase of agendas	4000-4999: Books And Supplies	LCFF - Targeted	10000

**Strategy #7**

**STRATEGY:**

The school will support the district implementation of the ASES grant. (After School Education and Safety)

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
The school will support the district implementation of the ASES grant by providing a teacher liaison: Meets monthly with ASES Administrator and other Liaisons. Meets with school staff as needed.	Teacher Liaison, ASP staff, Teachers K-8	August 2015 - June 2016	ASES grant	1000-1999: Certificated Personnel Salaries	ASES	3600
ASES Administrator meets monthly with site Principal, Site Coordinator and Teacher Liaison to evaluate program and work on correlating the after school program to the regular school day programs and services.	ASES Administrator, Principal, Site Coordinator, Teacher Liaison	August 2015 - June 2016	ASES	None Specified		0

## Planned Improvements in Student Performance

### School Goal #2

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index (API) and adequate yearly progress growth (AYP) targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

<b>SUBJECT: Mathematics</b>
<b>LEA GOALS:</b>
<ol style="list-style-type: none"><li>1. All students will reach high standards, at a minimum attaining proficiency or better in reading and mathematics, by 2013-14.</li><li>2. All limited-English-proficient students will become proficient in English and reach high academic standards, at a minimum attaining proficiency or better in reading/language arts and mathematics.</li><li>3. By 2005-06, all students will be taught by highly qualified teachers.</li><li>4. All students will be educated in learning environments that are safe, drug free, and conducive to learning.</li><li>5. All students will graduate from high school</li></ol>
<b>SCHOOL GOAL #2:</b>
Mathematics: Students shall obtain grade level proficiency by scoring 70% or higher on the K-8 publisher summative assessments. This goal pertains to all students including the following special population groups: English Learners, Migrant Students, Special Education, SED, Foster/Homeless Students and Hispanics.
<b>Data Used to Form this Goal:</b>
Mathematics K-5th- McGraw-Hill, My Math Unit Assessment Mathematics 6th-8th- CMP3 Math Pearson Prentice Hall Unit Assessment STAR 360 Math Assessment K-8 Interim Formative Assessments (grades K-8)
<b>Findings from the Analysis of this Data:</b>
The percentage of students attaining benchmark in the Interim Formative Assessments at the end of the 2014-2015 school year.  3rd grade = 13% 4th grade = 3% 5th grade = 9% 6th grade = 0% 7th grade = 0%

**How the School will Evaluate the Progress of this Goal:**

McGraw-Hill My Math chapter tests  
McGraw-Hill My Math benchmark tests  
Interim Formative Assessments  
Teachers will meet in grade level meetings after assessment periods to analyze data  
MTSS  
Progress Monitoring

**Strategy #1**

<b>STRATEGY:</b>
TEACHING AND LEARNING: The school will ensure the full Implementation of State Approved Math Curriculum and support the Common Core State Standards for Math.

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
The Instructional Coach will support teachers in implementing the adopted curriculum.	Instructional Coach	August 2015 - June 2016	Certificated Salaries: See Goal #1, Strategy #1, Action #1			
Implementation of systematic instruction of Math using district adopted curriculum materials.	Teachers K-8 Instructional Coach Principal	August 2015 - June 2016	District Funded	None Specified		0
District adopted Math curriculum implementation guides will be used to guide instruction and assessment.	Teachers K-8 Instructional Coach Principal ISP	August 2015 - June 2016	District Funded	None Specified		0
Implementation of 2nd and 3rd grade Transitional Bilingual Education classes following the district's EL Master Plan	Teachers K-8 Instructional Coach Principal	August 2015 - June 2016	District Funded	None Specified		0
McGraw-Hill My Math chapter and benchmark assessments will be administered	Teachers K-8	August 2015 - June 2016	District Funded	None Specified		0
The STAR 360 Math and Early Literacy assessment will be administered at least 2 times a year.	Principal Computer Site Tech	August 2015 - June 2016	District Funded	None Specified		0
The Interim Formative Assessments for Math will be administered to students 3 times a year (grades 3-8)	Principal Teachers K-8	August 2015 - June 2016	District Funded	None Specified		0

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Staff will input all formative assessment results into OARS, evaluate and analyze results and use information to inform instructional decisions.	Teachers K-8 Librarian	August 2015 - June 2016	District Funded	None Specified		0
Principal will conduct data conferences with teachers at least twice a year to discuss assessment results.	Teachers K-8	August 2015 - June 2016	District Funded	None Specified		0
Extra clerical support will be provided to support the school.	All School Staff	August 2015 - June 2016	Classifies Salaries: See Goal #1, Strategy #1, Action # 17			
Site Technology Technician will maintain equipment and software to support student learning through technology.	Site Technology Technician	August 2015 - June 2016	Classified Salaries: See Goal #1, Strategy #1, Action # 12			
Materials and supplies will be purchased to support the core instructional program.	All school staff	August 2015 - June 2016	Materials and Supplies: See Goal #1, Strategy #1, Action #15			
Teachers will have use of the laminator, Duplo copy machines and Xerox copy machines in order to make necessary copies of instructional materials.	Teachers K-8	August 2015 - June 2016	Maintenance Agreement: See Goal #1, Strategy #1, Action # 16			

**Strategy #2**

<b>STRATEGY:</b>
The school will ensure opportunity and equal educational access for interventions and enrichment for all students.

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Implementation of Before and After School tutoring in Math for targeted students, including Foster Youth.	Teachers K-8	August 2015 - June 2016	Certificated Salaries: See Goal # 1, Strategy #1, Action #4			
Purchase of Intervention Materials for before and after school tutoring.	Principal K-8 Teachers	August 2015 - June 2016	District Funded	None Specified		0
Student progress will be monitored using formative and summative assessments. Intervention strategies will be based on results.	Teachers K-8, Instructional Coach	August 2015 - June 2016	District Funded (License Renewal)	None Specified		0
Staff will monitor at-risk students through the MTSS process, grade level meetings and analysis of data.	Principal, Teachers K-8	August 2015 - June 2016	District Funded	None Specified		0
Math Facts in a Flash will be used to support students with basic math computational skills.	AS Program staff	August 2015 - June 2016	District Funded	None Specified		0
Implementation of Waterford for Kindergarten and 1st grade.	Kindergarten-1st grade teachers, Site Technology Technician	August 2015 - June 2016	District Funded	None Specified		0



Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Students will have opportunities to access technology for intervention or enrichment (i.e. iPods, iPads, applications, software)	Teacher Instructional Coach	August 2015 - June 2016	District Funded	None Specified		0
Site Technology Technician will implement Student Technology Club as an enrichment after school program.	Site Technology Technician	August 2015 - June 2016	Classified Salary: See Goal #1, Strategy # , Action #			0
Students will participate in field trips and enrichment activities.	Teachers K-8	August 2015 - June 2016	Transportation Costs	5700-5799: Transfers Of Direct Costs	LCFF - Targeted	3000
			Admission for field trip: Professional/Consulting Services	5800: Professional/Consulting Services And Operating Expenditures	LCFF - Targeted	3500
Academic incentives will be provided to motivate and engage students.	Teachers K-8, Principal, Instructional Coach	August 2015 - June 2016	Materials and Supplies: See Goal #1, Strategy #2, Action # 14			

**Strategy #3**

<b>STRATEGY:</b>
The school will implement a transition plan for students entering kindergarten.

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Kindergarten readiness will be provided for students without pre-school experience via the Ready, Set, Go program.	Principal Teachers	August 2015 - June 2016	District Funded	None Specified		0
Parent workshop will be provided for families of in-coming kindergarten students.	Principal, Instructional Coach, Teachers	August 2015 - June 2016	District Funded	None Specified		0
Collaboration between site kindergarten Teacher and site Pre-school Teachers.	K Teachers	August 2015 - June 2016	District Funded	None Specified		0
Instructional Assistants will provide necessary interventions for targeted services for students in Kindergarten.	K Teachers, Instructional Assistant	August 2015-June 2016	Classified Salaries: Goal #1, Strategy #2, Action #13			

**Strategy #4**

**STRATEGY:**

The school will implement a transition plan for 5th and 6th grade students to 6th and 7th grade/8th grade students to High School.

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
The school will implement a transition plan for 6th graders by providing time for vertical meetings between 6th and 7th grade teachers.	Teachers 6-8, Instructional Coach	June 2015	See Goal #1, Strategy #1, Action # 1			
The school will implement a transition plan for 6th graders by providing transition presentation to 6th grade students prior to entry into Middle School.	Principal Teachers 6-8	May 2015 - June 2015	District Funded	None Specified		0
Special Education Teachers will meet with General Education Teachers to facilitate transition of 5th, 6th and 7th grade special education students.	Teachers K-8, Special Education Team Instructional Coach	August 2015 - June 2016	District Funded	None Specified		0
6th grade teachers will articulate with 7th grade teachers regarding instruction and individual student progress during regular grade level meetings.	Teachers 6-8, Instructional Coach	August 2015 - June 2016	District Funded	None Specified		0
The school will conduct an 8th grade parent meeting workshop regarding Transition to High School, which will include A-G requirements, High School Exit Exam, etc.	Principal, 8th grade teachers	August 2015 - June 2016	District Funded	None Specified		0

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Pacifica High School Counselors will meet with all 8th grade students to determine High School placement.	High School Counselor, School Site Counselor, Principal, Teachers 8th grade	January 2016 - June 2016	District Funded	None Specified		0
8th grade students will shadow High School students at Pacifica High School on a walking field trip.	High School Counselors, Principal	January 2016 - June 2016	District Funded	None Specified		0

**Strategy #5**

<b>STRATEGY:</b>
The school will provide professional development to support math instruction.

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Professional development will be provided for teachers for Math.	Teachers K-8	August 2015 – June 2016	District Funded	None Specified		0
Instructional Coach will support teachers (in the classroom) in implementing curriculum, analyzing data and instructing best practices.	Teachers K-8, Instructional Coach	August 2015 – June 2016	District Funded	None Specified		0
Instructional Coach will present professional development to teachers to improve instructional practice in Math.	Teachers K-8, Instructional Coach	August 2015 – June 2016	District Funded	None Specified		0
Teachers will meet in grade level teams 2-3 times a month (after school) to analyze data, monitor student progress and plan for the regular instructional program as well as interventions.	Teachers K-8, Instructional Coach, Principal, substitutes	August 2015 – June 2016	District Funded	None Specified		0
Leadership Teacher Team will meet to discuss, plan and monitor school improvement.	Teachers K-8, Instructional Coach, Principal, substitutes	August 2015 – June 2016	District Funded	None Specified		0

**Strategy #6**

<b>STRATEGY:</b>
The school will coordinate meetings and distribute information to generate parent involvement.

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Title 1 semester meetings will be held to inform parents of school goals, programs and activities.	Principal, Parents	August 2015 – June 2016	District Funded	None Specified		0
The Parent Compact will be developed and revised at parent meetings.	Principal Office Staff	August 2015 – June 2016	District Funded	None Specified		0
The Parent Involvement Policy will be developed/revised at parent meetings.	Principal, Leadership Team, SSC, Parents	August 2015 – June 2016	District Funded	None Specified		0
Parent workshops which focus on parenting skills will be conducted by City Impact and supported by the Outreach Resource Consultant (ORC).	ORC, Parents	August 2015 – June 2016	District Funded	None Specified		0
Parent/Teacher conferences will be held so parents can learn how they can assist their child at home in Math and learn about school goals, ensuring the availability of translation services.	Teachers K-8	August 2015 – June 2016	District Funded	None Specified		0

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Coffee with the Principal meetings will be held so parents learn how they can assist their child at home in Math and learn about school goals.	Principal, Parents	August 2015 – June 2016	District Funded	None Specified		0
SST/IEP meetings will be held to plan individual student support.	Teachers K-8, Teacher Substitutes, Principal	August 2015 – June 2016	District Funded	None Specified		0
Parent workshops which focus on Common Core Standards, textbook adoptions, technology and report cards will be provided to assist parents in supporting their children at home, ensuring childcare.	Teachers K-8, Principal, Instructional Coach	August 2015 – June 2016	District Funded	None Specified		0
Notify parents of upcoming events through school marquee, ConnectEd calls, and updated school website with information for parents.	Principal, Support Staff, Parents	August 2015 – June 2016	District Funded	None Specified		0
Coordinate School Site Council (SSC) and English Learner Advisory Council (ELAC) meetings and jointly develop agendas with parent input.	Principal, SSC, Parents, Leadership Team	August 2015 – June 2016	District Funded	None Specified		0
Utilize agendas and iPads to support organization, student achievement and home-school communication.	Teachers K-8, Parents	August 2015 – June 2016	District Funded	None Specified		0

**Strategy #7**

<b>STRATEGY:</b>
The school will support the district implementation of the ASES grant. (After School Education and Safety)

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
The school will support the district implementation of the ASES grant by providing a Teacher Liaison. Meets monthly with ASES Administrator and other Liaisons. Meets with school staff as needed.	Teacher Liaison, ASP Staff, Teachers K-8	August 2015 – June 2016	Certificated Salaries: See Goal #1, Strategy #7, Action #1			
ASES Administrator meets monthly with site Principal, Site Coordinator and Teacher Liaison to evaluate program and work on correlating the after school program to the regular school day programs and services.	After School Program Principal	August 2015 – June 2016	ASES grant	None Specified		0



## Planned Improvements in Student Performance

### School Goal #3

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index (API) and adequate yearly progress growth (AYP) targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

<b>SUBJECT: English Learners</b>
<b>LEA GOALS:</b>
<ol style="list-style-type: none"><li>1. All students will reach high standards, at a minimum attaining proficiency or better in reading and mathematics, by 2013-14.</li><li>2. All limited-English-proficient students will become proficient in English and reach high academic standards, at a minimum attaining proficiency or better in reading/language arts and mathematics.</li><li>3. By 2005-06, all students will be taught by highly qualified teachers.</li><li>4. All students will be educated in learning environments that are safe, drug free, and conducive to learning.</li><li>5. All students will graduate from high school</li></ol>
<b>SCHOOL GOAL #3:</b>
English Learners: EL students will progress at least one level or demonstrate progress in each of the four domains (speaking, listening, reading and writing) as measured y the CELDT. A. AMAO #1: 100% of all English Learners will advance one level on the CELDT B. AMAO #2: 25% of students who have been here less than 5 years will attain an Early Advanced or Advanced level on the CELDT 2. 50% of students who have been here more than 5 years will attain an Early Advanced or Advanced level on the CELDT C. AMAO #3: EL students scoring proficient will increase by 10% between Fall and Spring on the STAR 360 Reading and Math assessments.
<b>Data Used to Form this Goal:</b>
CELDT AMAO data Interim Formative Assessments
<b>Findings from the Analysis of this Data:</b>
CELDT data AMAO #1 AMAO #2

**How the School will Evaluate the Progress of this Goal:**

STAR Reading Early Literacy (K-1)

STAR Reading 360 (2-8) and Math 360 (K-8)

Teachers will meet in grade level meetings after each assessment period to analyze data.

MTSS

Student Progress Monitoring

Instructional Classroom Walkthrough Visits

IPT

**Strategy #1**

**STRATEGY:**  
 TEACHING AND LEARNING: The school will ensure the full Implementation of State approved English Learner Development curriculum and support the Common Core State Standards for ELD.

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Teachers will implement the District EL Master Plan.	Teachers K-8, Principal	August 2015 - June 2016	District Funded	None Specified		0
Teachers will implement the district-adopted ELD curriculum.	Teachers K-8, Instructional Coach	August 2015 - June 2016	District Funded	None Specified		0
Students will be assessed to determine their language proficiency levels with CELDT and IPT. The data will be used to group students. Instruction will be provided in designated ELD times.	Teachers K-8, Instructional Coach, Principal	August 2015 - June 2016	Substitutes needed for teachers to assess	1000-1999: Certificated Personnel Salaries	Title III	4500
EL students' progress will be monitored in student monitoring conference, data meetings and grade level meetings.	Teachers K-8 Instructional Coach	August 2015 - June 2016	District Funded	None Specified		0
Teachers will use SLOP strategies to teach academic subjects.	Teachers K-8	August 2015 - June 2016	District Funded	None Specified		0
The Instructional Coach will support teachers in instructing the ELD standards, implementing SLOP strategies and monitoring EL student progress.	Instructional Coach	August 2015 - June 2016	District Funded	None Specified		0

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Waterford will be used to facilitate the acquisition of English.	Teachers K-1, Site Technology Technician	August 2015 - June 2016	District Funded	None Specified		0
Materials and supplies will be purchased to support the core instructional program.	Principal Teachers K-8	August 2015 - June 2016	Materials and Supplies	4000-4999: Books And Supplies	Title III	2836.12

**Strategy #2**

<b>STRATEGY:</b>
The school will ensure opportunity and equal educational access in intervention and enrichment for all EL students.

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Intermediate proficiency CELDT level English Language Learners in grades 5-8 will participate in before/after school intensive tutoring.	Teachers K-8	August 2015 - June 2016	Certificated Salaries: Goal #1, Strategy #2, Action #5			
District summer school will be offered to targeted EL students for both Language Arts and Math.	Teachers K-8	August 2015 - June 2016	District Funded	None Specified		0
Intervention Service Provider will provide necessary interventions for targeted services.	ISP Teachers, Instructional Coach	September 2015 - June 2016	Certificated Salaries: See Goal #1, Strategy #2, Action #1			
Intervention materials will be utilized to support EL students during ELD instruction and tutoring.	Teachers K-8	August 2015 - June 2016	District Funded	None Specified		0
EL students who require additional support will be identified and monitored through the MTSS process	Teachers K-8, Instructional Coach	August 2015 - June 2016	District Funded	None Specified		0

**Strategy #3**

<b>STRATEGY:</b>
The school will implement a transition plan for students entering kindergarten.

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Kindergarten readiness will be provided for students without pre-school experience via the Ready, Set, Go program	Teachers K	May-June 2016	District Funded (NfL)	None Specified		0
Parent workshop will be provided for families of incoming Kindergarten students.	Teachers K	August 2015	District Funded	None Specified		0
Collaboration between site Kindergarten teachers.	K Teachers	August 2015 - June 2016	District Funded	None Specified		0

**Strategy #4**

<b>STRATEGY:</b>
The school will implement a transition plan for 6th to 7th grade transition/ 8th grade to High School Transition

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
The school will implement a transition plan for 6th graders by providing time for vertical meetings between 6th and 7th grade teachers.	Teachers 6-8	August 2015 - June 2016	District Funded	None Specified		0
The school will implement a transition plan for 6th graders by providing transition presentation to 6th grade students prior to entry into Middle School.	Teachers 6-8	August 2015 - June 2016	District Funded	None Specified		0
The school will implement a transition plan for 5th and 6th graders by providing Special Education transition meetings with 6th and 7th grade teachers.	Teachers 6-8, Instructional Coach, Special Education Team	August 2015 - June 2016	District Funded	None Specified		0
6th grade teachers will articulate with 7th grade teachers regarding instruction and individual student progress during regular grade level meetings.	Teachers 6-8, Instructional Coach	August 2015 - June 2016	District Funded	None Specified		0
Transition meetings will be held for Special Education Students in grade 6 who will enter Middle School.	Teachers 6-8, Instructional Coach, Special Education Team	August 2015 - June 2016	District Funded	None Specified		0
Middle School placement assessment administered to 5th, 6th, and 7th grade students.	Teachers 6-8	August 2015 - June 2016	District Funded	None Specified		0

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
The school will conduct an 8th grade parent meeting workshop regarding Transition to High School, which will include A-G requirements, High School Exit Exam, etc.	Principal, 8th grade teachers	August 2015 - June 2016	District Funded	None Specified		0
Pacifica High School Counselors will meet with all 8th grade students to determine High School placement.	High School Counselor, School Site Counselor, Principal, Teachers 8th grade	January 2016 - June 2016	District Funded	None Specified		0
8th grade students will shadow High School students at Pacifica High School on a walking field trip.	High School Counselors, Principal	January 2016 - June 2016	District Funded	None Specified		0



**Strategy #5**

**STRATEGY:**

The school will provide professional development to support ELD instruction.

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Staff will take advantage of District provided professional development as needed (ELPD, SIOP)	Teachers K-8	August 2015 - June 2016	District Funded	None Specified		0
			Travel and Conference	5000-5999: Services And Other Operating Expenditures	LCFF - Targeted	3938
EL TOSA will provide instructional support to teachers ad grade level teams.	Teachers K-8, Instructional Coach	August 2015 - June 2016	District Funded	None Specified		0
Staff will input all formative assessment results into OARS, evaluate and analyze results and use the information to inform instructional decisions.	Teachers K-8, Instructional Coach	August 2015 - June 2016	District Funded	None Specified		0
Teachers will meet in grade level teams 2-3 times a month (in after school grade level meetings) to analyze data, monitor student progress and plan for the regular instructional program as well as interventions, with an emphasis on EL students.	Teachers K-8, Instructional Coach	August 2015 - June 2016	District Funded	None Specified		0

**Strategy #6**

**STRATEGY:**

The school will coordinate meetings and distribute information to generate parent involvement.

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
ELAC will give input to the School Site Council on implementation of programs and necessary materials specifically for EL's.	Principal, ELAC governing board, parents	August 2015 - June 2016	District Funded	None Specified		0
Parent options meeting will be held to inform ELL parents of instructional programs.	Principal, EL Services Staff, Teachers	August 2015 - June 2016	District Funded	None Specified		0
Reclassification meetings will be held with parents.	Principal	August 2015 - June 2016	District Funded	None Specified		0
Parent workshops will be provided regarding subjects specific to EL students.	Principal, Parents	August 2015 - June 2016	District Funded	None Specified		0
Utilize agendas and iPads to support organization, student achievement and home-school communication.	Teachers K-8, Instructional Coach	August 2015 - June 2016	District Funded	None Specified		0

**Strategy #7**

<b>STRATEGY:</b>
The school will support the district implementation of the ASES grant. (After School Education and Safety)

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
The school will support the district implementation of the ASES grant by providing Teacher Liaison: Meets monthly with ASES Administrator and other Liaisons Meets with school staff as needed	Teacher Liaison, ASP staff, Teachers K-8	August 2015 - June 2016	ASES grant	None Specified		0
ASES Administrator meets monthly with site Principal, Site Coordinator and Teacher Liaison to evaluate program and work on correlating the after school program to the regular school day program and services.	ASES Administrator, Principal, Site Coordinator, Teacher Liaison	August 2015 - June 2016	ASES grant	None Specified		0

## Planned Improvements in Student Performance

### School Goal #4

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index (API) and adequate yearly progress growth (AYP) targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

#### **SUBJECT: Safety and Social Emotional**

#### **LEA GOALS:**

1. All students will reach high standards, at a minimum attaining proficiency or better in reading and mathematics, by 2013-14.
2. All limited-English-proficient students will become proficient in English and reach high academic standards, at a minimum attaining proficiency or better in reading/language arts and mathematics.
3. By 2005-06, all students will be taught by highly qualified teachers.
4. All students will be educated in learning environments that are safe, drug free, and conducive to learning.
5. All students will graduate from high school

#### **SCHOOL GOAL #4:**

This goal pertains to all students including the following special population groups: English Learners, Migrant Students, Special Education, SED, Foster/Homeless Students, and Hispanics.

##### A. Positive Behavior Intervention Support Plan:

- a. All students will be educated in learning environments that are safe, drug-free and conducive to learning.
- b. Use of PBIS program school wide to help reduce tardies, absences, discipline referrals, suspensions and expulsions, while increasing attendance.

##### B. Emergency Preparedness:

- a. All staff will be trained in emergency preparedness.
- b. All school site members will participate in monthly emergency safety drills.

#### **Data Used to Form this Goal:**

Office referrals  
Discipline files  
Suspension reports  
Attendance reports  
Review of School Safety Plan  
Review of OSD Crisis Intervention/Emergency Operations Plan

**Findings from the Analysis of this Data:**

Behavior Referral and Suspension data shows that overall referrals to office were reduced by 10%.  
Attendance data shows that attendance increased by 7.5%.  
Staffing changes require review of Safety Plan to ensure all staff are aware of procedures.  
Monthly safety drill debriefings provide information regarding follow up for individuals or classes.

**How the School will Evaluate the Progress of this Goal:**

MTSS  
Review and analyze behavior data from Q.  
Review and analyze attendance data from Q  
Review and analyze data from CHKS  
Student Monitoring Conferences  
Student Assemblies and Presentations  
Enrichment Field Trips  
COST meeting  
SST meetings  
PBIS plan development  
Counseling student groups targeting specific socio-emotional needs  
Staff meetings  
Meetings with ORC and School Counselor  
Safety/Disaster Committee meetings  
Review and debrief of Monthly Safety Drill Reports

**Strategy #1**

**STRATEGY:**

The school's Positive Behavior Support Plan, General Safety Plan and Attendance Program will support the core curriculum.

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Staff will participate in CHAMPS training and implement the program for Positive Behavior Support.	All staff	August 2015 - June 2016	District Funded	None Specified		0
Staff will fully implement Lesson One in all grade levels using all components of the program for Positive Behavior Support.	All staff	August 2015 - June 2016	District Funded	None Specified		0
School Counselor will work with students and families regarding behavior and social-emotional issues, individually and in small groups.	School Counselor	August 2015 - June 2016	Classified Salaries for Counselor	None Specified	District Funded	121818
Student discipline data will be monitored at intervals throughout the school year.	Principal, Teachers K-8, ORC, Counselor	August 2015 - June 2016	District Funded	None Specified		0
Staff will follow the MTSS pyramid for behavior and social-emotional issues.	All staff	August 2015 - June 2016	District Funded	None Specified		0
All staff and students will participate in monthly fire drills and bi-monthly earthquake drills.	All staff	August 2015 - June 2016	District Funded	None Specified		0
All staff and students will participate in lockdown drills at least twice a year.	All staff	August 2015 - June 2016	District Funded	None Specified		0
A schoolwide evacuation drill will be conducted annually	All staff	August 2015 - June 2016	District Funded	None Specified		0
The Safety Committee will monitor the Safety Plan and make revisions as necessary.	Teachers K-8, ORC, Principal, School Counselor	August 2015 - June 2016	District Funded	None Specified		0

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Campus supervisors will monitor students before school, at lunch, at recess, and in the hallways and passing periods.	Classified Staff	August 2015 - June 2016	District Funded	None Specified		0
In order to support the Core Academics of students the school will hold regular social skills and discipline assemblies (2X a year)	Principal, Assistant Principals	August 2015 - June 2016	District Funded	None Specified		0
In order to support the Core Academics of students the school will implement monthly classroom visits by the principal, assistant principals, and counselor to address social skills.	Principal, Assistant Principals, Counselor, ORC	August 2015 - June 2016	District Funded	None Specified		0
In order to support the Core Academics of students the school will review and update Comprehensive School Site Plan and implement Minnesota Smoking Prevention Program in 6th grade and Project Alert in 7th grade.	Teachers 6-7	August 2015 - June 2016	District Funded	None Specified		0
In order to support the Core Academics of students the school will provide student the opportunities to increase their knowledge of the community and world around them in order to expand their interest for career and college readiness.	Teachers K-8, Principal, ORC	August 2015 - June 2016	Incentives, academic field trips	5700-5799: Transfers Of Direct Costs	LCFF - Targeted	3500

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Student attendance will be monitored. School will provide specific interventions and support to students and families in meetings when concerned with absences and tardies. Students will also receive incentives for good and perfect attendance by receiving awards, prizes and end of year field trip.	ORC	August 2015 - June 2016	Incentives, academic field trips transportation	5700-5799: Transfers Of Direct Costs	LCFF - Targeted	3000
			Incentives, academic field trips admissions	5800: Professional/Consulting Services And Operating Expenditures	LCFF - Targeted	3500



**Strategy #2**

<b>STRATEGY:</b>
The school will ensure opportunity and equal educational access for all students, including specific interventions and enrichments.

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
The school will provide social/emotional support for students by Ventura Co. Social Worker, and ORC.	ORC, Counselor	August 2015 - June 2016	District Funded	None Specified		0
The school will hold regular Coordinated Service Team (COST) and Student Success Team (SST) meetings for at risk students.	ORC, Counselor, Instructional Coach, Assistant Principals, Principal	August 2015 - June 2016	District Funded	None Specified		0
Students and families requiring additional assistance with behavior and family issues may be referred to Triple P Project/City Impact.	ORC, Counselor, Principal	August 2015 - June 2016	District Funded	None Specified		0

**Strategy #3**

<b>STRATEGY:</b>
The school will implement a transitional plan for students entering kindergarten.

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
The school will implement a transition plan for students entering transitional kindergarten and/or kindergarten by providing Kindergarten Workshops, necessary support materials, and daycare to parents of incoming kindergarten students.	Teachers K Principal	August 2015 - June 2016	District Funded	None Specified		0
Kindergarteners will participate in all fire, earthquake and lockdown drills.	Teachers K	August 2015 - June 2016	District Funded	None Specified		0

**Strategy #4**

<b>STRATEGY:</b>
The school will implement a transition plan for 6th to 7th grade transition/ 8th grade to High School Transition

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
The school will implement a transition plan for 5th and 6th graders by providing vertical meetings between 6th and 7th grade teachers.	Teachers 5-8	May 2016-June 2016	District Funded	None Specified		0
The school will implement a transition plan for 5th and 6th graders by providing transition presentation to 6th grade students prior to entry into Middle School.	Teachers 5-8 Principal	May 2016-June 2016	District Funded	None Specified		0
The school will conduct an 8th grade parent meeting workshop regarding Transition to High School, which will include A-G requirements, High School Exit Exam, etc.	Principal, 8th grade teachers	August 2015 - June 2016	District Funded	None Specified		0
Pacifica High School Counselors will meet with all 8th grade students to determine High School placement.	High School Counselor, School Site Counselor, Principal, Teachers 8th grade	January 2016 - June 2016	District Funded	None Specified		0
8th grade students will shadow High School students at Pacifica High School on a walking field trip.	High School Counselors, Principal	January 2016 - June 2016	District Funded	None Specified		0

**Strategy #5**

**STRATEGY:**

The school will provide professional development to support the school's Positive Behavior Support Plan, General Safety Plan and Attendance Program.

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
All staff will participate in CHAMPS trainings for Positive Behavior Support	All staff	August 2015 – June 2016	District Funded	None Specified		0
All staff will participate in Lesson One training for Positive Behavior Support.	Principal	August 2015 – June 2016	District Funded	None Specified		0
The school will provide professional development by continuing training playground supervisors in effective ways to support and discipline students.	All school staff	August 2015 – June 2016	District Funded	None Specified		0
All staff will participate in training for emergency disaster preparedness procedures.	All school staff	August 2015 – June 2016	District Funded	None Specified		0

**Strategy #6**

<b>STRATEGY:</b>
The school will coordinate meetings and distribute information to generate parent involvement.

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Parents will be informed of Lesson One and CHAMPS goals and objectives at ELAC, SSC, PTA, Coffee with the Principal meetings and special presentations.	Principal, Teachers K-8, Parents	August 2015 – June 2016	District Funded	None Specified		0
Parent workshops will be offered regarding social skills, behavior, and discipline.	Principal, Parents, ORC, Classified Personnel	August 2015 – June 2016	Classified Personnel - Babysitting - provide childcare	2000-2999: Classified Personnel Salaries	LCFF - Targeted	500
Outreach and support will be provided for students and families who experience hardships.	Teachers ORC	August 2015 – June 2016	District Funded	None Specified		0
Counseling will be offered for students and families in need	Principal, ORC, Counselor, Parents	August 2015 – June 2016	District Funded	None Specified		0
The school will coordinate meetings and distribute information to generate parent involvement by inviting parents to awards assemblies, community service projects, field trips, etc. to increase parent involvement.	ORC Office Staff Principal Assistant Principal Counselor	August 2015 – June 2016	District Funded	None Specified		0

**Strategy #7**

<b>STRATEGY:</b>
The school will support the district implementation of the ASES grant. (After School Education and Safety)

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
The school will support the district implementation of the ASES grant by providing a teacher liaison: Meets monthly with ASES Administrator and other Liaisons. Meets with school staff as needed.	Teacher Liaison, ASP staff, Teachers K-8	August 2015 - June 2016	ASES grant	None Specified		0
ASES Administrator meets monthly with site Principal, Site Coordinator and Teacher Liaison to evaluate program and work on correlating the after school program to the regular school day programs and services.	Principal, ASP staff, teacher Liaison		ASES grant	None Specified		0

## Planned Improvements in Student Performance

### School Goal #5

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index (API) and adequate yearly progress growth (AYP) targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

<b>SUBJECT: Academic Strand Focus</b>
<b>LEA GOALS:</b>
1. All students will reach high standards, at a minimum attaining proficiency or better in reading and mathematics, by 2013-14. 2. All limited-English-proficient students will become proficient in English and reach high academic standards, at a minimum attaining proficiency or better in reading/language arts and mathematics. 3. By 2005-06, all students will be taught by highly qualified teachers. 4. All students will be educated in learning environments that are safe, drug free, and conducive to learning. 5. All students will graduate from high school
<b>SCHOOL GOAL #5:</b>
All students will engage in learning opportunities to expand their experience with literacy, communication arts, and technology.
<b>Data Used to Form this Goal:</b>
Parent Survey Data Essential Literacy Skills Benchmarks (Kindergarten and 1st grades) DIBELS data (Kindergarten - 6th grades) Interim Formative Assessments (grades K-8)

**Findings from the Analysis of this Data:**

The percentage of students attaining benchmark in Essential Skills at the end of the 2014-2015 school year:

English Kindergarten - 44%

Spanish Kindergarten - 26%

The percentage of students attaining the DIBELS benchmark for End of 2014-2015 school Year.

1st grade - 32%

2nd grade - 24%

3rd grade - 24%

4th grade - 32%

5th grade - 35%

6th grade - 38%

The percentage of students attaining benchmark in the Interim Formative Assessments at the end of the 2014-2015 school year.

3rd grade - 7%

4th grade - 1%

5th grade - 18%

6th grade - 3%

7th grade - 1%

**How the School will Evaluate the Progress of this Goal:**

STAR Reading Early Literacy (K-1)

STAR Reading 360 (2-8)

Essential Skills (Kindergarten and 1st grade)

DIBELS assessment (K-6)

Teachers will meet in grade level meetings after assessment periods to analyze data

Interim Formative Assessments

MTSS

Progress Monitoring



**Strategy #1**

<b>STRATEGY:</b>
Teaching and Learning: The school will ensure implementation of the Academic Focus Strand of Literacy, Communication Arts, and Technology.

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Incorporate the district created English/Language Arts units into the Academy integrated Thematic Unit with the focus on Literacy, Communication Arts, and Technology	Teachers K-8, Instructional Coach		District Funded	None Specified		0
Reinforce the mathematical practices through Literacy, Communication Arts, and Technology projects developed and designed in grade level groups.	Teachers K-8, Instructional Coach		District Funded	None Specified		0
Enhance English Learners' listening, speaking, reading and writing skills through project based learning experiences focused on Literacy, Communications Arts, and Technology.	Teachers K-8, Instructional Coach		District Funded	None Specified		0

**Strategy #2**

**STRATEGY:**

The school will ensure opportunities and educational access in Literacy, Communication Arts, and Technology for all students.

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Engage all students in enrichment activities related to Literacy (i.e. assemblies, field trips, additional support staff).	Teachers K-8, Instructional Coach, ORC	August 2015 - June 2016	Transportation	5700-5799: Transfers Of Direct Costs	LCFF - Discretionary	1500
Engage all students in enrichment activities related to Communications Arts (i.e. assemblies, field trips, additional support staff).	Teachers K-8, Instructional Coach, ORC	August 2015 - June 2016	Admission and assemblies	5000-5999: Services And Other Operating Expenditures	LCFF - Discretionary	1500
Engage all students in enrichment activities related to Technology (i.e. assemblies, field trips, additional support staff).	Teachers K-8, Instructional Coach, ORC, Site Technology Technician	August 2015 - June 2016	Materials and Supplies	4000-4999: Books And Supplies	LCFF - Targeted	2500
Acquire necessary materials to support the Academic Strand Focus	Principal	August 2015 - June 2016	Materials and Supplies	4000-4999: Books And Supplies	LCFF - Targeted	2000
Provide opportunities outside the regular school day to support the Academic Strand Focus.	Principal	August 2015 - June 2016	Teacher Extra Time	1000-1999: Certificated Personnel Salaries	LCFF - Targeted	1000
Students will participate in art appreciation classes and enrichment activities centered on Communication Arts.	Teachers 3-8, Art Teacher	August 2015 - June 2016	Certificated Salaries	5800: Professional/Consulting Services And Operating Expenditures	LCFF - Discretionary	10800
Students will participate in music appreciation classes and enrichment activities centered on Communication Arts.	Teachers K-5, Music Teacher	August 2015 - June 2016	Certificated Salaries	5800: Professional/Consulting Services And Operating Expenditures	LCFF - Targeted	2500



**Strategy #3**

<b>STRATEGY:</b>
The school will implement a transition plan for students entering kindergarten.

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Parent workshop will be provided for families of in-coming kindergarten students.	Principal, Kindergarten teachers, Instructional Coach	May 2016-June 2016	Materials and Supplies: See Goal #1, Strategy #3, Action #2			

**Strategy #4**

<b>STRATEGY:</b>
The school will implement a transition plan for 6th to 7th grade transition and 8th grade to High School Transition.

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
The school will implement a transition plan for 6th graders by providing time for vertical meetings between 6th and 7th grade teachers.	Teachers 6-8	May 2016 - June 2016	District Funded	None Specified		0
The school will implement a transition plan for 6th graders by providing a transition presentation to 6th grade students prior to entry into Middle School grades.	Teachers 6-8	May 2016 - June 2016	District Funded	None Specified		0
The school will conduct an 8th grade parent meeting workshop regarding Transition to High School, which will include A-G requirements, High School Exit Exam, etc.	Principal, 8th grade teachers	August 2015 - June 2016	District Funded	None Specified		0
Pacifica High School Counselors will meet with all 8th grade students to determine High School placement.	High School Counselor, School Site Counselor, Principal, Teachers 8th grade	January 2016 - June 2016	District Funded	None Specified		0
8th grade students will shadow High School students at Pacifica High School on a walking field trip.	High School Counselors, Principal	January 2016 - June 2016	District Funded	None Specified		0

**Strategy #5**

**STRATEGY:**

The school will provide professional development to support the full implementation of the State approved language arts curriculum and support the Common Core State Standards for language arts.

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Provide professional development opportunities for staff (conferences, workshops)	Teachers K-8, Instructional Coach	August 2015 - June 2016	Travel and Conference	5000-5999: Services And Other Operating Expenditures	LCFF - Targeted	5000
Staff will engage in grade level planning to create additional integrated units or enhance existing district created units.	Teachers K-8, Instructional Coach	August 2015 - June 2016	Substitute teachers needed for teachers to collaborate	1000-1999: Certificated Personnel Salaries	LCFF - Targeted	3000
The Instructional Coach will support staff in creating, enhancing and implementing the integrated units.	Teachers K-8, Instructional Coach	August 2015 - June 2016	Substitutes needed for teachers to collaborate	1000-1999: Certificated Personnel Salaries	LCFF - Targeted	3000

**Strategy #6**

<b>STRATEGY:</b>
The school will coordinate meetings and distribute information to generate parent involvement.

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Notify parents of upcoming events through school marquee, ConnectEd calls, and updated school website with information for parents.	Principal, Parents	August 2015 - June 2016	District Funded	None Specified		0
Parent workshops which focus on Literacy, Communication Arts and Technology will be supported by the Outreach Resource Consultant (ORC)	ORC, Principal, Assistant Principal, Classified Personnel, Teachers K-8	August 2015 - June 2016	Classified Personnel - Babysitting - provide childcare	2000-2999: Classified Personnel Salaries	LCFF - Targeted	500
Parent school events and unit presentation which focus on Literacy, Communication Arts and Technology will be provided to assist parents in supporting their children at home, ensuring childcare.	Teachers K-8	August 2015 - June 2016	District Funded	None Specified		0
Utilize agendas and iPads to support organization, student achievement and home-school communication.	Teachers K-8	August 2015 - June 2016	District Funded	None Specified		0

**Strategy #7**

<b>STRATEGY:</b>
The school will support the district implementation of the ASES grant. (After School Education and Safety)

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
The school will support the district implementation of the ASES grant by providing a teacher liaison: Meets monthly with ASES Administrator and other Liaisons. Meets with school staff as needed.	Teacher Liaison, ASP staff, Teachers K-8	August 2015 - June 2016	ASES grant	None Specified		0
ASES Administrator meets monthly with site Principal, Site Coordinator and Teacher Liaison to evaluate program and work on correlating the after school program to the regular school day programs and services.	Principal, ASP staff, Teacher Liaison	August 2015 - June 2016	ASES grant	None Specified		0



## **Centralized Services for Planned Improvements in Student Performance**

The following actions and related expenditures support this site program goal and will be performed as a centralized service. Note: the total amount for each categorical program in this section must be aligned with the Consolidated Application.

**SUBJECT: Centralized Services for Planned Improvements in Student Performance**

**SCHOOL GOAL #1:**

**Goal #1: Language Arts**

- A. Kindergarten: All students will exit kindergarten at benchmark on First Sound Fluency, Letter Naming Fluency, Phoneme Segmentation, and Nonsense Word Fluency.
  - B. 1st Grade: All students will exit 1st grade at benchmark on Nonsense Word Fluency and Oral Reading Fluency.
  - C. 2nd – 6th Grades: 80 % of students and the significant sub-groups in 2nd-6th Grade will score “proficient” or “advanced” on the Smarter Balanced Assessments.
- This goal pertains to all students including the following subgroups: English Learners, Migrant Students, Special Education, SED, and Hispanic.

**Goal#2: Mathematics**

- A. Kindergarten: All students will count, recognize, represent, name, and order a number of objects (up to 30); Use concrete objects to determine the answers to addition and subtraction problems (for two numbers that are each less than 10).
  - B. 1st Grade: All students will count, read, and write whole numbers to 100; Count and group objects in ones and tens; Know the addition facts (sums to 20) and the corresponding subtraction facts and commit them to memory.
  - C. 2nd – 6th Grades: 89.5%of students and the significant sub-groups in 2nd-6th Grade will score “proficient” or “advanced” on the 2011 STAR in Math.
  - D. The percent of students scoring below proficiency on the previous year’s CST will reduce by 10%, as these students will move towards Proficient or Advanced.
- This goal pertains to all students including the following subgroups: English Learners, Migrant Students, Special Education, SED, and Hispanics.

**Goal #3: English Learners:**

- A. AMAO #1: 57.5% of all English Learners will advance one level on the CELDT
- B. AMAO #2:
  - 1. 21.4% of students who have been here less than 5 years will attain an Early Advanced or Advanced level on the CELDT
  - 2. 47% of students who have been here more than 5 years will attain an Early Advanced or Advanced level on the CELDT
- C. AMAO #3:
  - 1. 89.2% of EL students and the significant sub-groups in 2nd-6th Grade will score “proficient” or “advanced” on the 2011 STAR in Math.
  - 2. 89.5% of EL students and the significant sub-groups in 2nd-6th Grade will score “proficient” or “advanced” on the 2011 STAR in Language Arts.

**Goal #4: Safety:**

- A. Positive Behavior Plan:
    - a. Students will attend school every day on time for 170 out of 175 days by the end of 2013.
    - b. Student number of suspensions will be reduced by 25% from 49 suspensions in 2011-2012.
  - B. Emergency Preparedness:
    - a. All staff will be trained in emergency preparedness.
- This goal pertains to all students including the following subgroups: English Learners, Migrant Students, Special Education, SED, and Hispanics.

Actions to be Taken to Reach This Goal	Timeline	Proposed Expenditure(s)			
		Description	Type	Funding Source	Amount
Site Instructional Coach (TOSA)	August 2013 – June 2014	Coach	1000-1999: Certificated Personnel Salaries	Title I	30840
		Coach	1000-1999: Certificated Personnel Salaries	Economic Impact Aid	71960
Library Technician	August 2013 – June 2014	Library	2000-2999: Classified Personnel Salaries	Title I	13304
		Library	2000-2999: Classified Personnel Salaries	Economic Impact Aid	13304
Computer Lab Tech	August 2013 – June 2014	Site Lab Tech	2000-2999: Classified Personnel Salaries	Title I	15036
		Site Lab Tech	2000-2999: Classified Personnel Salaries	Economic Impact Aid	15036
		Site Lab Tech	2000-2999: Classified Personnel Salaries	General Fund	18043
Outreach Consultant	August 2013 – June 2014	Outreach	2000-2999: Classified Personnel Salaries	General Fund	19476
Maintenance Agreement for Copy Machine(s)	August 2013 – June 2014	Maintenance Agreement	5000-5999: Services And Other Operating Expenditures	General Fund	12930
Maintenance Agreement for Successmaker	August 2013 – June 2014	Maintenance Agreement	5000-5999: Services And Other Operating Expenditures	General Fund	2810
Maintenance Agreement for Waterford	August 2013 – June 2014				
Professional Development for L.A.	August 2012 – June 2013				
Professional Development for ELD	August 2013 – June 2014	Professional Development	5000-5999: Services And Other Operating Expenditures	Economic Impact Aid	33765
Migrant Education	August 2012 – June 2013				

## Summary of Expenditures in this Plan

### Total Expenditures by Object Type and Funding Source

Object Type	Funding Source	Total Expenditures
None Specified		0.00
1000-1999: Certificated Personnel Salaries	ASES	3,600.00
5000-5999: Services And Other Operating	Discretionary	3,000.00
1000-1999: Certificated Personnel Salaries	District Funded	121,916.00
None Specified	District Funded	301,497.00
1000-1999: Certificated Personnel Salaries	LCFF - Discretionary	2,000.00
2000-2999: Classified Personnel Salaries	LCFF - Discretionary	550.00
4000-4999: Books And Supplies	LCFF - Discretionary	7,000.00
5000-5999: Services And Other Operating	LCFF - Discretionary	5,270.00
5700-5799: Transfers Of Direct Costs	LCFF - Discretionary	1,500.00
5800: Professional/Consulting Services And	LCFF - Discretionary	10,800.00
1000-1999: Certificated Personnel Salaries	LCFF - Targeted	51,000.00
2000-2999: Classified Personnel Salaries	LCFF - Targeted	9,350.00
4000-4999: Books And Supplies	LCFF - Targeted	32,905.00
5000-5999: Services And Other Operating	LCFF - Targeted	11,938.00
5700-5799: Transfers Of Direct Costs	LCFF - Targeted	13,000.00
5800: Professional/Consulting Services And	LCFF - Targeted	20,500.00
1000-1999: Certificated Personnel Salaries	Title I	65,106.39
2000-2999: Classified Personnel Salaries	Title I	12,933.00
4000-4999: Books And Supplies	Title I	4,000.00
5000-5999: Services And Other Operating	Title I	8,066.61
1000-1999: Certificated Personnel Salaries	Title III	13,632.88
2000-2999: Classified Personnel Salaries	Title III	6,933.00
4000-4999: Books And Supplies	Title III	2,836.12

## Summary of Expenditures in this Plan

### Total Expenditures by Funding Source

<b>Funding Source</b>	<b>Total Expenditures</b>
ASES	3,600.00
Discretionary	3,000.00
District Funded	423,413.00
LCFF - Discretionary	27,120.00
LCFF - Targeted	138,693.00
Title I	90,106.00
Title III	23,402.00

## Annual Evaluation

Pursuant to California *Education Code* Section 64001(g), the School Site Council (SSC) must evaluate at least annually the effectiveness of planned activities. In the cycle of continuous improvement of student performance, evaluation of the results of goals will provide data to inform and guide subsequent plans.

Annual evaluation by the SSC and local educational agency (LEA) is a critical part of the continuous cycle of improvement for a school. Furthermore, it is an integral component of the Compensatory Education (CE) Federal Program Monitoring (FPM) review process for Single Plan for Student Achievements (SPSAs). During an FPM review, the SSC and LEA must be able to provide evidence of the evaluation process to determine if the needs of students are being met by the strategies described in the SPSA.

The SPSA annual evaluation may be a summary description of the school's progress toward implementation of the strategies and actions in the SPSA. The report may also include a data analysis of the school's progress towards its student achievement goals based on local, state, or national assessment data.

During the evaluation process, it is important for the SSC and LEA to exercise caution about jumping to conclusions about the effectiveness or non-effectiveness of specific activities and programs without examining the underlying causes. The SSC and LEA should consider all relevant factors when evaluating the plan, such as the degree of implementation, student enrollment changes, and health and safety issues.

### Questions for SPSA Annual Evaluation

#### Plan Priorities

Identify the top priorities of the most recent board approved SPSA. (No more than 2–3.)

Full implementation of the Response to Intervention (RTI) model, including the use of ISP teachers for interventions

Provide full time Outreach Specialist (ORC)

Provide support for English Learners.

Identify the major expenditures supporting these priorities.

LCFF

Title I

Title III

#### Plan Implementation

Identify strategies in the most recent board approved SPSA that were fully implemented as described in the plan.

Grade level collaboration meetings and teaming

Full Implementation of Common Core Units

Full implementation of HMR/Lectura reading program and UA time

Monitor implementation of adopted materials

Provide release time for teachers to work on cultural diversity, CCSS, PBS, peer observation, data analysis and Technology exploration and implementation.

Provide ISP teachers to work with small groups

Provide academic agendas and student data portfolios

Provide after school program, including tutoring

Provide extended day kindergarten classes

PD in DLI, data analysis and technology

Identify strategies in the most recent board approved SPSA that were not fully implemented as described in the plan or were not implemented within the specified timelines.

Fieldtrip in recognition of student growth on CAASPP

Vertical meetings with 6th and 7th grade teachers

Vertical meetings with 7th and 8th grade teachers

RTI training through the Orange County Office of Education

PD in Habits of Mind - developing professional communities

Recognize student growth on CELDT

What specific actions related to those strategies were eliminated or modified during the year?

PD was modified to address the shift to Common Core curriculum, training provided by VCOE

Identify barriers to full or timely implementation of the strategies identified above.

The shift to Common Core and lack of funds and/or time were the main barriers to the implementation of the strategies identified above. The addition of Middle school and Dual Immersion programs to Chavez School have created a need for a shift in focus, implementation, funds and professional development.

What actions were undertaken to mitigate those barriers or adjust the plan to overcome them?

The professional development focus changed to reflect the move to Common Core Standards

What impact did the lack of full or timely implementation of these strategies have on student outcomes? What data did you use to come to this conclusion?

The student performance data shows that English Learners continue to be the group with the least growth as measured by CELDT.

### **Strategies and Activities**

Identify those strategies or activities that were particularly effective in improving student achievement. What evidence do you have of the direct or indirect impact of the strategies or activities on student achievement?

Monitoring of student progress and implementation of adopted materials by the principal, coach and support staff has been critical in improving student achievement. The use of ISP teachers for interventions and consistency in the use of intervention materials, such as the Six Minute Solutions and SIPPS have also contributed to student improvement as measured by the DIBELS assessments.

Identify those strategies or activities that were ineffective or minimally effective in improving student achievement.

Due to the large number of students per classroom and lack of funding for extra support staff, the intervention and UA groups are larger than recommended.

Based on an analysis of the impact of the strategies/activities, what appears to be the reason they were ineffective in improving student achievement?

- X Lack of timely implementation  
Limited or ineffective professional development to support implementation
- X Lack of effective follow-up or coaching to support implementation
- X Not implemented with fidelity  
Not appropriately matched to student needs/student population  
Other:

Based on the analysis of this practice, would you recommend:

- Eliminating it from next year's plan
- X Continuing it with the following modifications:  
Strategic teaming and grouping to address group size.

### **Involvement/Governance**

How was the SSC involved in development of the plan?

The SSC participated in discussions during SSC meetings and teacher training meetings.

How were advisory committees involved in providing advice to the SSC?

Representatives from ELAC and PTA participated in the SSC meetings. Reports were also given to these groups at their respective meetings.

How was the plan monitored during the school year?

The SSC received updated reports throughout the year.

What changes are needed to ensure involvement of all stakeholders and adequate monitoring of planned activities and outcomes?

The SPSA plan needs to be presented in a summary form to all stakeholders, whenever changes are made and when data is collected and analyzed from planned activities to monitor outcomes.

### **Outcomes**

Identify any goals in the most recent board approved SPSA that were met.

School Goal #4 Student attendance and emergency preparedness.

Identify any goals in the most recent board approved SPSA that were not met, or were only partially met.

Goals #1, 2, 3 and suspensions in Goal #4

List any strategies related to this goal that were identified above as "not fully implemented" or "ineffective" or "minimally" effective.

Fieldtrip in recognition of student growth on CST

Vertical meetings with 6th and 7th grade teachers

RTI training through the Orange County Office of Education

PD in Habits of Mind - developing professional communities

PD in cultural awareness

Recognize student growth on CELDT



Based on this information, what might be some recommendations for future steps to meet this goal?

Continue to revise and improve the RTI model; shift professional development to address the Common Core; shift focus and classroom strategies to prioritize ELD and Access to the Core for English Learners.

## School Site Council Membership

California Education Code describes the required composition of the School Site Council (SSC). The SSC shall be composed of the principal and representatives of: teachers selected by teachers at the school; other school personnel selected by other school personnel at the school; parents of pupils attending the school selected by such parents; and, in secondary schools, pupils selected by pupils attending the school. The current make-up of the SSC is as follows:

Name of Members	Principal	Classroom Teacher	Other School Staff	Parent or Community Member	Secondary Students
Rose Ann Rodriguez				X	
Flor Villa				X	
Elsa Zavala				X	
Sandra Hammond		X			
Alejo Perez		X			
Yulianna Robles			X		
Ariel Alexander		X			
Camila Gomez				X	
Teresa Salazar				X	
Brasilia Perez	X				
<b>Numbers of members of each category:</b>	<b>1</b>	<b>3</b>	<b>1</b>	<b>5</b>	

At elementary schools, the school site council must be constituted to ensure parity between (a) the principal, classroom teachers, and other school personnel, and (b) parents of students attending the school or other community members. Classroom teachers must comprise a majority of persons represented under section (a). At secondary schools there must be, in addition, equal numbers of parents or other community members selected by parents, and students. Members must be selected by their peer group.

**Parent Involvement Policy**



# Normas de Política Acerca de la Participación de los Padres en la Escuela

## Escuela Chávez K-8

\* \* \* \* \*

### PROPÓSITO DE LA DECLARACIÓN:

La participación de los padres de familia y los miembros de la comunidad es un componente esencial en el desarrollo del alumnado. Se realizó todo esfuerzo por invitar y considerar las sugerencias de los padres de familia y de la comunidad con la finalidad de cerciorarnos del éxito de nuestros alumnos. Un equipo de padres de familia, maestros y administradores desarrolló el siguiente criterio de participación entre la escuela, los padres y la comunidad.

La participación de los padres de familia significa que los padres conllevan una comunicación regular, recíproca y significativa que implica temas del aprendizaje académico del alumno y otras actividades escolares, incluyéndose la certeza de –

- ✓ Que los padres desempeñen un papel importante en la asistencia del aprendizaje de sus hijos;
- ✓ Que se incite a los padres para que participen activamente en la educación formal de sus hijos;
- ✓ Que los padres sean participantes íntegros en la educación de sus hijos y que sean incluidos, según sea apropiado, en la toma de decisiones y en los comités asesores con el fin de apoyar la educación de sus hijos;

La información sobre las normas de política y las oportunidades acerca de la participación serán comunicadas mediante el contacto directo de los padres de la siguiente manera:

- ✓ Las normas de política acerca de la participación de los padres en la escuela, la participación de la comunidad y el convenio entre la escuela y los padres de familia se distribuye a éstos y a los estudiantes en el **paquete del primer día de clases**, el cual se distribuye anualmente al inicio del año escolar. Los maestros revisan el **Convenio Escolar** y las normas de política con los estudiantes al inicio del año escolar. A los padres se les solicita leer y analizar el **Convenio Escolar** con sus estudiantes, firmar y devolver el acuse de recibo. (Se anexa un ejemplo en el folleto.)
- ✓ La escuela **Chávez** notifica a los padres sobre las normas de política acerca de la participación de los padres en la escuela de manera comprensible y en un formato único y, hasta cierto punto factible, se distribuyen las normas a los padres de familia en un lenguaje fácil de entender.
- ✓ La escuela **Chávez** verificará que las normas de política acerca de la participación de los padres de familia en la escuela estén disponibles para la comunidad local (Explique cómo).
- ✓ La escuela **Chávez** periódicamente actualizará las normas de política acerca de la participación de los padres de familia en la escuela a fin de que cumplan con las necesidades educativas cambiantes de los padres y de la escuela.
- ✓ La escuela **Chávez** ha adoptado el convenio entre la administración escolar y los padres de familia como un componente de la norma de política acerca de la participación de los padres en la educación formal de sus hijos.

## **NORMAS DE POLÍTICA ACERCA DE LA ESCUELA, LAS OPORTUNIDADES DE PARTICIPACION POR PARTE DE LOS PADRES Y LAS REUNIONES**

La escuela **Chávez** convoca reuniones anuales y ordinarias con el fin de informarles a los padres de familia lo siguiente (Acerca del transporte escolar, cuidado de niños, flexibilidad para atender diferentes temas en las reuniones):

- ✓ Explicarles a los padres de familia que la escuela de sus hijos participa en el programa Título I,
- ✓ Explicarles a los padres de familia los requisitos del programa Título I,
- ✓ Informarles a los padres de familia los derechos que éstos tienen para participar en la educación formal de sus hijos (se proporciona copia de las normas acerca de la participación general de los padres de familia en el distrito),
- ✓ Informales a los padres de familia que la escuela participa en el programa Título I (condición de los programas principales que reciben asistencia).

Adicionalmente, la escuela **Chávez** debe conducir un foro para los padres y los miembros de la comunidad con el fin de que se desarrolle aún más la colaboración de los padres de familia y concuerden colectivamente con las normas de política acerca de la participación de los padres en la escuela.

A los padres se les proporciona una descripción y una explicación sobre el plan de estudios que se imparte en la escuela, las evaluaciones académicas que se utilizan para medir el progreso del alumnado y los niveles de dominio que se anticipa cumplan los estudiantes.

### **La carpeta de recursos para los padres de familia y la comunidad debe incluir:**

- **Normas de política acerca de la participación escolar,**
- **Calendario escolar y calendario de reuniones,**
- **Manuel para padres de familia y alumnos,**
- **Solicitud para registrarse como voluntario e información,**
- **Información sobre las evaluaciones académicas,**
- **Descripciones del currículo para artes del idioma y matemáticas y otras áreas del contenido.**
- ✓ **El sitio de Internet de la escuela provee información sobre el personal docente, las actividades del aula, las horas de entrada y salida, y los recursos para padres.**
- ✓ **Se distribuye un folleto para cada nivel de grado escolar que detalla los estándares que se impartirán cada año.**
- ✓ **Los boletines mensuales del director y el calendario proveerán información y las sugerencias presentadas por parte de los padres.**

**Comunicaciones con los padres se hacen con la página web de Chávez, Twitter, Facebook, llamadas de Connect Ed, carta de noticias de la directora, folletos de mensajes, caja de mensajes de la directora en la oficina.**

A petición de los padres de familia, se definirán las oportunidades para realizar reuniones ordinarias con la finalidad de que éstos presenten sus sugerencias y pueden participar, según sea apropiado, en la toma de decisiones relacionadas con la educación de sus hijos y se analiza el procedimiento a cualquiera de sus sugerencias presentadas a la mayor brevedad.

A los padres de familia y a los miembros de la comunidad se les facilitarán respuestas a cualquiera de sus inquietudes y sugerencias a la brevedad posible.

**El convenio entre la escuela, los padres y el estudiante** forma parte de las normas de política acerca de la participación de los padres en la escuela. El convenio fue desarrollado por los maestros, los padres y los administradores. Describe las responsabilidades de la escuela y los padres con la finalidad de mejorar el rendimiento del alumnado y los medios por el cual deben ejercerse.

**La cimentación de la capacidad** de los padres de familia y la participación de la comunidad se enumera en las normas de política del distrito acerca de la participación de los padres de familia en la escuela. Las actividades específicas incluyen:

**Proyectos de Padres**

**Presentación de Padres**

**Entrenamientos de Padres**

**Presentaciones con temas sugeridas por los padres**

**Presentaciones concentradas en aprendizaje de los estudiantes**

**Noches de Padres para iPads**

**Noches de Familia de películas**

**Comer con su Hijo/a**

**Eventos de Leer**

**Noches para reunir a las familias**

**Días de Celebraciones Festivas**

**Celebraciones de la Comunidad**

**Presentaciones/Proyectos para Padres del Nivel de Grado del Enfoque Académico**

## **School Parental Involvement Policy**

### **Chavez K-8 School**

\* \* \* \* \*

#### **STATEMENT OF PURPOSE:**

The involvement of parents and community members is an essential component of nurturing students. Every effort to invite and consider parent and community input was made to ensure the success of our students. A team of parents, teachers and administrators developed the following school/parent/community involvement policy.

Parental involvement means the participation of parents in regular, two-way, and meaningful communication involving student academic learning and other school activities, including ensuring—

- ✓ that parents play an integral role in assisting their child’s learning;
- ✓ that parents are encouraged to be actively involved in their child’s education at school;
- ✓ that parents are full partners in their child’s education and are included, as appropriate, in decision-making and on advisory committees to assist in the education of their child;

Information about school policies and involvement opportunities are communicated through direct parent contact in the following manner:

- ✓ The School Parent/Community Involvement Policy and School-Parent Compact is distributed to parents and students in the **First Day Packet**, which is distributed annually at the beginning of the school year. Teachers review the **School-Parent Compact** and policies with the students at the beginning of the year. Parents are asked to read and discuss the **School-Parent Compact** with their students and sign and return an acknowledgment form.
- ✓ **Chavez School** notifies parents about the School Parental Involvement Policy in an understandable and uniform format and, to the extent practicable, distributes this policy to parents in a language the parents can understand.
- ✓ **Chavez School** will makes the School Parental Involvement Policy available to the local community by posting on webpage and office bulletin board.
- ✓ **Chavez School** periodically updates the School Parental Involvement Policy to meet the changing needs of parents and the school.
- ✓ **Chavez School** has adopted the school’s school-parent compact as a component of its School Parental Involvement Policy.

#### **SCHOOL POLICIES, INVOLVEMENT OPPORTUNITIES, AND MEETINGS**

**Chavez School** convenes an annual and regular meeting to inform parents of the following (transportation, babysitting, flexible meeting names will be addressed):

- ✓ That their child’s school participates in Title I,
- ✓ About the requirements of Title I,



- ✓ Of their rights to be involved, (a copy of the district's district-wide parental involvement policy)
- ✓ About the school's participation in Title I (status of targeted assistance program)

Additionally, **Chavez School** conducts an open forum for parents and community members to further involve parents in the joint development and joint agreement of its School Parental Involvement Policy.

Parents are provided with a description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the proficiency levels students are expected to meet will be provided.

- ✓ **Parent and Community Resource Binder will include:**
  - School Parent Involvement Policy
  - School/Meeting Calendar
  - Parent/Student Handbook
  - Volunteer Applications/Information
  - Assessment Information
  - Curriculum Descriptions for English Language Arts and Math and other content areas.
- ✓ The School's Web Site provides information about the staff, classroom activities, bell schedule, and parent resources.
- ✓ A brochure is distributed for each grade level describing which standards will be taught for the year.
- ✓ Monthly Principal Newsletters and calendars provide information and parent feedback.

If requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible will be discussed.

Parents/community members will be given timely responses to any concerns and suggestions.

Parent communications via webpage, Twitter, Facebook, Connect Ed phone notification calls, parent surveys, Principal newsletters, emails, Principal's office mailbox and parent information flyers.

**The School/Parent/Student Compact** is a part of the School Parent Involvement Policy. Teachers, parents and administrators developed the compact. It describes the responsibilities of the school and parents to improve student performance and the means in which to do so.

**Building capacity** for parent/community involvement is listed in the District Parent Involvement Policy. Specific activities include:

Parent Projects

Parent Workshops

Parent Trainings

Parent meetings with specific parent interest topics

Parent meetings with specific student learning centered topics

iPad parent night

Movie family night

Eat Lunch with your Child day

Reading events

Family gathering nights

Holiday Celebration Days

Community Celebrations

Grade Level Academic Strand Focus Parent Days of Presentations/Projects

## BOARD AGENDA ITEM

Name of Contributor: Dr. Cesar Morales

Date of Meeting: 12-09-15

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

### Call for Nominations for CSBA Delegate Assembly

#### **DESCRIPTION:**

An opportunity is presented for the Board of Trustees to consider whether or not it wishes to nominate representatives to fill vacancies in the CSBA's Delegate Assembly, Subregion 11.B. All nomination material must be postmarked no later than Thursday, January 7, 2016. The terms for the current representatives: Greg Barker (Moorpark USD), Rob Collins (Simi Valley USD), and Vianey Lopez (Hueneme ESD) will expire in March 2016. Newly elected representatives will serve April 1, 2016 through March 31, 2018.

There are two required Delegate Assembly meetings each year, one in May in Sacramento and one preceding the CSBA Annual Education Conference and Trade show in November/December.

#### **FISCAL IMPACT:**

There may be costs incurred by the Delegate to attend the above mentioned meetings; costs would be incurred through the General Fund, Board of Trustee budget.

#### **RECOMMENDATION:**

It is recommended that the Board of Trustees consider whether or not it wishes to nominate representatives to fill vacancies in the CSBA's Delegate Assembly, Subregion 11.B.

#### **ADDITIONAL MATERIALS:**

- Memo from CSBA President Jesús Holguín
- Delegate Assembly Nomination Form
- Candidate's Biographical Sketch Form
- List of all Delegates whose term expires in 2016
- Important Delegate Nomination and Election Deadlines
- FAQ
- Alphabetical Index of School Districts and Corresponding CSBA Region Number

October 30, 2015



**DEADLINE: Thursday, January 7, 2016**  
**BOARD ACTION REQUIRED**  
**Please deliver to all governing board members.**

## MEMORANDUM

To: All Board Presidents, Superintendents of CSBA Member Boards of Education

From: Jesús Holguín, President

Re: Call for Nominations for CSBA Delegate Assembly

Each year, member boards elect representatives from 21 geographic regions to CSBA's Delegate Assembly. The Delegate Assembly is a vital link in the association's governance and sets the general policy direction for the association. Working with local districts, county offices, the Board of Directors, and Executive Committee, delegates ensure that the association promotes the interests of school districts and county offices of education throughout the state. There are two required Delegate Assembly meetings each year. In 2016, the first meeting will be May 14-15 in Sacramento and the second one will be November 30-December 1 in San Francisco preceding CSBA's Annual Education Conference and Trade show.

Nomination and candidate biographical sketch forms for CSBA's Delegate Assembly are now being accepted until **Thursday, January 7, 2016**. Nomination instructions are listed below:

- Any CSBA member board is eligible to nominate board members within their geographical region or subregion and may nominate as many individuals as it chooses by submitting a nomination form for each nominee.
- All nominees must serve on CSBA member boards and give their approval prior to being nominated.
- All nominees must submit a one-page, single-sided, candidate biographical sketch form. An optional one-page, one-sided résumé may also be submitted but cannot be substituted for the biographical sketch form.
- All nomination materials must be postmarked by the U.S.P.S., faxed or emailed no later than **Thursday, January 7**. It is the nominee's responsibility to confirm that all nomination materials have been received by the CSBA Leadership Services department by this due date. Late submissions will not be accepted.
- Ballots will be mailed by Monday, February 1, 2016 and are due Tuesday, March 15, 2016.
- Elected Delegates serve a two-year term beginning April 1, 2016 through March 31, 2018.

The following nomination materials and information related to the election process is available to download at [www.csba.org/About/Leadership](http://www.csba.org/About/Leadership). For more information about the Delegate Assembly, please contact the Leadership Services department or Charlyn Tuter at [ctuter@csba.org](mailto:ctuter@csba.org) or (800) 266-3382, ext. 3281. Thank you.

- Nomination Form
- Candidate Biographical Sketch Form
- Important Dates
- List of all Delegates with expiration terms
- FAQ



## Delegate Assembly Nomination Form

***DUE: Thursday, January 7, 2016***

Mail to: CSBA | Attn: Leadership Services | 3251 Beacon Blvd., West Sacramento, CA 95691 | fax: (916) 371-3407 |  
or email: [nominations@csba.org](mailto:nominations@csba.org).

CSBA Region/subregion # \_\_\_\_\_

The Board of Education of the \_\_\_\_\_ wishes to  
(Nominating District)

nominate \_\_\_\_\_ . The nominee is a member of the  
(Nominee)

\_\_\_\_\_, which is a member of the California  
(Nominee's District)

School Boards Association.

- The nominee has consented to this nomination.
- Attached is the nominee's required one-page, single-sided candidate biographical sketch form and optional one-page, single-sided résumé.
- The nominee's required one-page, single-sided candidate biographical sketch form and optional one-page, single-sided résumé will be sent by the deadline date.

\_\_\_\_\_  
Board Clerk or Board Secretary (signed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Clerk or Board Secretary (printed)

**PLEASE NOTE:** The nomination and candidate biographical sketch forms may be emailed to [nominations@csba.org](mailto:nominations@csba.org), faxed to (916) 371-3407 or mailed to CSBA, Attn: Leadership Services, 3251 Beacon Blvd., West Sacramento, CA 95691 postmarked by the U.S.P.S. no later than **Thursday, January 7, 2016**. ***It is the nominee's responsibility to confirm that all nomination materials have been received by the CSBA Leadership Services department by the due date. Late submissions cannot be accepted.*** If you have any questions, please contact Leadership Services department at (800) 266-3382 or Charlyn Tuter at [ctuter@csba.org](mailto:ctuter@csba.org). Thank you.

## 2016 Delegate Assembly Candidate Biographical Sketch Form

***DUE: Thursday, January 7, 2016***

Mail to: CSBA | Attn: Leadership Services | 3251 Beacon Blvd., West Sacramento, CA 95691 | fax: (916) 371-3407 |  
 or email: [nominations@csba.org](mailto:nominations@csba.org).

Please complete, sign and date this required one-page candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state “see résumé” and please do not re-type this form. Any additional page(s) exceeding this one-page candidate form will **not** be accepted. It is the candidate’s responsibility to confirm that all nomination materials have been received by the CSBA Leadership Services department. Late submissions will not be accepted. If you have any questions, please contact Leadership Services department at (800) 266-3382.

Name: _____	CSBA Region-subregion #: _____
District or COE Name: _____	Years on board: _____
Profession: _____	Contact Number: _____
	E-mail: _____
Are you a continuing Delegate? <input type="checkbox"/> Yes <input type="checkbox"/> No    If yes, how long have you served as a Delegate? _____	

**Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.**

**Please describe your activities and involvement on your local board, community, and/or CSBA.**

**What do you see as the biggest challenge facing governing boards and how can CSBA help address it?**

**Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.**

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

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

## 2015 CSBA DELEGATE ASSEMBLY ROSTER

**DELEGATES** (Year = term expiration; ◇ = appointed by district)

(As of October 16, 2015)

### **REGION 1 – 4 Delegates (4 elected)**

#### ***Subregion 1-A (Del Norte, Humboldt)***

Annelia Hillman (Klamath Trinity Joint USD), 2017

Susan Johnson (Eureka City SD), 2016

#### ***Subregion 1-B (Lake, Mendocino)***

Taja Odom (Kelseyville USD), 2016

**County:** Frances Costello (Del Norte County & USD), 2017

### **REGION 2 – 4 Delegates (4 elected)**

#### ***Subregion 2-A (Modoc, Siskiyou, Trinity)***

Gregg Gunkel (Siskiyou Union HSD), 2017

#### ***Subregion 2-B (Shasta)***

James Schwerdt (Shasta Union HSD), 2017

#### ***Subregion 2-C (Lassen, Plumas)***

Christopher Russell (Plumas County & USD), 2016

**County:** Brenda Duchi (Siskiyou COE), 2016

### **REGION 3 – 8 Delegates (8 elected)**

#### ***Subregion 3-A (Sonoma)***

Dianna MacDonald (Cloverdale USD), 2017

Vacant, 2016

#### ***Subregion 3-B (Napa)***

Indira Lopez (Calistoga Joint USD), 2017

#### ***Subregion 3-C (Solano)***

Raymond V. Mommsen (Vallejo City USD), 2017

Patricia Shamansky (Fairfield-Suisun USD), 2016

Vacant, 2017

#### ***Subregion 3-D (Marin)***

Linda M. Jackson (San Rafael City Schools), 2016

**County:** Herman Hernandez (Sonoma COE), 2017

### **REGION 4 – 8 Delegates (8 elected)**

#### ***Subregion 4-A (Glenn, Tehama)***

Rod Thompson (Red Bluff Jt. Union HSD), 2016

#### ***Subregion 4-B (Butte)***

Judith Peters (Paradise USD), 2017

#### ***Subregion 4-C (Colusa, Sutter, Yuba)***

Jim Flurry (Marysville Joint USD), 2016

Sharman Kobayashi (Yuba City USD), 2017

#### ***Subregion 4-D (Nevada, Placer, Sierra)***

Trish Gerving (Nevada City SD), 2017

Renee Nash (Eureka Union SD), 2016

James Brian Vlahos (Roseville City SD), 2017

**County:** Suzanne Jones (Placer COE), 2016

### **REGION 5 – 10 Delegates (7 elected/3 appointed◇)**

#### ***Subregion 5-A (San Francisco)***

Matt Haney (San Francisco County & USD)◇, 2016

Emily Murase (San Francisco County & USD)◇, 2017

Rachel Norton (San Francisco County & USD)◇, 2017

#### ***Subregion 5-B (San Mateo)***

Davina Drabkin (Burlingame ESD), 2017

Carrie Du Bois (Sequoia Union HSD), 2017

Marc Friedman (San Mateo Union HSD), 2016

Alisa MacAvoy (Redwood City ESD), 2016

Kevin Martinez (San Bruno Park ESD), 2017

Kalimah Salahuddin (Jefferson Union HSD), 2016

**County:** Beverly Gerard (San Mateo COE), 2017

### **REGION 6 – 19 Delegates (12 elected/7 appointed◇)**

#### ***Subregion 6-A (Yolo)***

Susan Lovenburg (Davis Joint USD), 2016

#### ***Subregion 6-B (Sacramento)***

Michael A. Baker (Twin Rivers USD)◇, 2017

Ellen Cochrane (Sacramento City USD)◇, 2016

Pam Costa (San Juan USD)◇, 2017

Craig DeLuz (Robla ESD), 2016

John Gordon (Galt Joint Union ESD), 2017

Jay Hansen (Sacramento City USD)◇, 2017

Susan Heredia (Natomas USD), 2017

Lisa Kaplan (Natomas USD), 2017

Lucinda Luttggen (San Juan USD)◇, 2016

Crystal Martinez-Alire (Elk Grove USD)◇, 2017

Michael McKibbin (San Juan USD), 2017

Edward Short (Folsom-Cordova USD), 2017

Bobbie Singh-Allen (Elk Grove USD)◇, 2016

Teresa Stanley (Folsom-Cordova USD), 2016

Vacant, 2016

#### ***Subregion 6-C (Alpine, El Dorado, Mono)***

Misty DiVittorio (Placer Union ESD), 2016

Suzanna George (Rescue Union ESD), 2017

**County:** Bill Owens (Yolo COE), 2016



## 2015 CSBA DELEGATE ASSEMBLY ROSTER

### **REGION 7 – 19 Delegates (15 elected/4 appointed)◆**

#### ***Subregion 7-A (Contra Costa)***

Laura Canciamilla (Pittsburg USD), 2016  
Christine Deane (Contra Costa COE), 2017  
Madeline Kroneberg (West Contra Costa USD), 2017  
Linda K. Mayo (Mt. Diablo USD)◆, 2017  
Kathi McLaughlin (Martinez USD), 2016  
Yolanda C. Pena Mendrek (Liberty Union HSD), 2017  
Raymond Valverde (Liberty Union HSD), 2016

#### ***Subregion 7-B (Alameda)***

Valerie Arkin (Pleasanton USD), 2016  
Ann Crosbie (Fremont USD)◆, 2017  
Jamie Hintzke (Pleasanton USD), 2016  
Beatriz Leyva-Cutler (Berkeley USD), 2017  
Jody London (Oakland USD)◆, 2017  
William McGee (Hayward USD), 2017  
Amy Miller (Dublin USD), 2016  
Diana J. Prola (San Leandro USD), 2017  
Joaquin J. Rivera (Alameda COE), 2017  
Nancy Thomas (Newark USD), 2016  
Rosie Torres (Oakland USD)◆, 2016  
**County:** Aisha Knowles (Alameda COE), 2017

### **REGION 8 – 14 Delegates (12 elected/2 appointed)◆**

#### ***Subregion 8-A (San Joaquin)***

Gloria J. Allen (Stockton USD)◆, 2016  
Sam Fant (Manteca USD), 2016  
Kathleen Garcia (Stockton USD)◆, 2017  
Ron Heberle (Lodi USD), 2017  
George Neely (Lodi USD), 2017  
Van-Ha To-Cowell (Lincoln USD), 2016  
Ralph M. Womack (Lodi USD), 2016

#### ***Subregion 8-B (Amador, Calaveras, Tuolumne)***

Zerrall McDaniel (Calaveras USD), 2017

#### ***Subregion 8-C (Stanislaus)***

Eileen Hamilton (Turlock USD), 2017  
Faye Lane (Ceres USD), 2016  
Cynthia Lindsey (Sylvan Union ESD), 2017

#### ***Subregion 8-D (Merced)***

Adam Cox (Merced City ESD), 2017  
Kelly Thomas (Winton SD), 2016  
**County:** Vacant, 2016

### **REGION 9 – 8 Delegates (8 elected)**

#### ***Subregion 9-A (San Benito, Santa Cruz)***

Phil Rodriguez (Soquel Union ESD), 2016  
Deborah Tracy-Proulx (Santa Cruz City Schools), 2016  
George Wylie (San Lorenzo Valley USD), 2017

#### ***Subregion 9-B (Monterey)***

Lila Cann (Salinas Union HSD), 2017  
Bettye L. Lusk (Monterey Peninsula USD), 2016

#### ***Subregion 9-C (San Luis Obispo)***

Mark Buchman (San Luis Coastal USD), 2016  
Vicki Meagher (Lucia Mar USD), 2017

**County:** John McPherson (Monterey COE), 2017

### **REGION 10 – 13 Delegates (10 elected/3 appointed)◆**

#### ***Subregion 10-A (Madera, Mariposa)***

Barbara Bigelow (Chawanakee USD), 2017

#### ***Subregion 10-B (Fresno)***

Daniel Babshoff (Kerman USD), 2017  
Gilbert F. Coelho (Firebaugh-Las Deltas USD), 2016  
Valerie F. Davis (Fresno USD)◆, 2017  
Brian D. Heryford (Clovis USD)◆, 2017  
James Karle (Sanger USD), 2017

Marcia (Marcy) Masumoto (Sanger USD), 2017

Carol Mills (Fresno USD)◆, 2016

Betsy J. Sandoval (Clovis USD), 2016

Norman Saude (Sierra USD), 2016

Kathy Spate (Caruthers USD), 2017

#### ***Subregion 10-C (Kings)***

Karen Frey (Corcoran Joint USD), 2016

**County:** Barbara Thomas (Fresno COE), 2016

### **REGION 11 – 9 Delegates (9 elected)**

#### ***Subregion 11-A (Santa Barbara)***

Jack C. Garvin (Santa Maria Joint Union HSD), 2016  
S. Monique Limon (Santa Barbara USD), 2017

#### ***Subregion 11-B (Ventura County and Las Virgenes USD)***

Greg Barker (Moorpark USD), 2016  
Rob Collins (Simi Valley USD), 2016  
Vianey Lopez (Hueneme ESD), 2016  
Christina Urias (Santa Paul USD), 2017  
John Walker (Ventura USD), 2017

Vacant, 2016

**County:** Mark Lisagor (Ventura COE), 2017



## 2015 CSBA DELEGATE ASSEMBLY ROSTER

### **REGION 12 – 13 Delegates (11 elected/2 appointed) ♦**

#### ***Subregion 12-A (Tulare)***

Peter Lara, Jr. (Porterville USD), 2016  
 Donna S. Martin (Visalia USD), 2016  
 Cathy Mederos (Tulare Joint Union HSD), 2017  
 Dean Sutton (Exeter USD), 2017

#### ***Subregion 12-B (Kern)***

Pam Baugher (Bakersfield City SD), 2017  
 Linda Brenner (Panama-Buena Vista Union SD), 2017  
 Jeff Flores (Kern Union HSD) ♦, 2017  
 Tim Johnson (Sierra Sands USD), 2017  
 Elizabeth Naty Santana-Garibaldo (Lamont ESD), 2017  
 Scott Starkey (Southern Kern USD), 2016  
 Mike Williams (Kern Union HSD) ♦, 2016  
 Vacant, 2016

**County:** Donald P. Cowan (Kern COE), 2016

### **REGION 15 – 26 Delegates (18 elected/8 appointed) ♦**

#### ***County: Orange***

Ginny Aitkens (Saddleback Valley USD) ♦, 2017  
 Dana Black (Newport-Mesa USD), 2016  
 Lauren Brooks (Irvine USD), 2016  
 Bonnie Castrey (Huntington Beach Union HSD), 2017  
 Gina Clayton-Tarvin (Ocean View SD), 2017  
 Jeff Cole (Anaheim City SD), 2017  
 Ian Collins (Fountain Valley ESD), 2017  
 Debbie Cotton (Ocean View SD), 2017  
 Meg Cutuli (Los Alamitos USD), 2016  
 Judy Franco (Newport-Mesa USD), 2016  
 Karin Freeman (Placentia-Yorba Linda USD), 2017  
 Bob Harden (Garden Grove USD) ♦, 2017  
 Cecilia Iglesias (Santa Ana USD) ♦, 2016  
 Martha McNicholas (Capistrano USD) ♦, 2016  
 Lan Q. Nguyen (Garden Grove USD) ♦, 2016  
 Annemarie Randle-Trejo (Anaheim Union HSD) ♦, 2016  
 Rob Richardson (Santa Ana USD) ♦, 2017  
 Rosemary Saylor (Huntington Beach City ESD), 2016  
 Francine Scinto (Tustin USD), 2016  
 Michael Simons (Huntington Beach Union HSD), 2016  
 Robert A. Singer (Fullerton Joint Union HSD), 2017  
 Suzie R. Swartz (Saddleback Valley USD), 2017  
 Sharon Wallin (Irvine USD), 2016  
 Dolores Winchell (Saddleback Valley ESD), 2017  
 Vacant ♦, 2017

**County:** John W. Bedell (Orange COE), 2017

### **REGION 16 – 20 Delegate (15 elected/5 appointed) ♦**

#### ***Subregion 16-A (Inyo)***

Susan Patton (Lone Pine USD), 2017

#### ***Subregion 16-B (San Bernardino)***

Christina Cameron-Otero (Needles USD), 2017  
 Lorena Corona (Fontana USD) ♦, 2017  
 Tom Courtney (Lucerne Valley USD), 2017  
 Barbara J. Dew (Victor Valley Union HSD), 2016  
 Cathline Fort (Etiwanda ESD), 2016  
 Karen Gray (Silver Valley USD), 2017  
 Margaret Hill (San Bernardino City USD) ♦, 2017  
 Karen S. Morgan (Victor ESD), 2016  
 Sylvia Orozco (Chino Valley USD) ♦, 2017  
 Caryn Payzant (Alta Loma ESD), 2016  
 Mary Sandoval (Fontana USD) ♦, 2016  
 Lynda Savage (San Bernardino City USD) ♦, 2016  
 Barbara Schneider (Helendale SD), 2016  
 Jane D. Smith (Yucaipa-Calimesa Joint USD), 2016  
 Eric Swanson (Hesperia USD), 2017  
 Kathy A. Thompson (Central ESD), 2017  
 Charles Uhalley (Chaffey Joint Union HSD), 2017  
 Donna West (Redlands USD), 2016

**County:** Mark A. Sumpter (San Bernardino COE), 2016

### **REGION 17 – 23 Delegates (17 elected/6 appointed) ♦**

#### ***County: San Diego***

Elvia Aguilar (South Bay Union SD), 2016  
 Barbara Avalos (National SD), 2016  
 Kevin Beiser (San Diego USD) ♦, 2017  
 Marissa A. Bejarano (Chula Vista ESD), 2016  
 Katie Dexter (Lemon Grove SD), 2016  
 Marne Foster (San Diego USD) ♦, 2017  
 Twila Godley (Lakeside Union SD), 2017  
 Adrienne Hakes (Oceanside USD), 2016  
 Beth Hergesheimer (San Dieguito Union HSD), 2017  
 Elizabeth Jaka (Vista USD), 2016  
 Claudine Jones (Carlsbad USD), 2016  
 Michael McQuary (San Diego USD) ♦, 2016  
 Janet W. Mulder (Jamul-Dulzura Union ESD), 2017  
 Tamara Otero (Cajon Valley Union SD), 2017  
 Dawn Perfect (Ramona USD), 2017  
 Jay Petrek (San Marcos USD), 2016  
 Barbara Ryan (Santee SD), 2017  
 Priscilla Schreiber (Grossmont Union HSD), 2017  
 Nicholas Segura (Sweetwater Union HSD) ♦, 2016  
 Charles Sellers (Poway USD) ♦, 2016  
 Arturo Solis (Sweetwater Union HSD) ♦, 2017  
 Julie Union (Solana Beach ESD), 2016

**County:** Mark C. Anderson (San Diego COE), 2017

## 2015 CSBA DELEGATE ASSEMBLY ROSTER

### **REGION 18 – 21 Delegates (16 elected/5 appointed) ♦**

#### ***Subregion 18-A (Riverside)***

Gayle A. Cloud (Riverside USD) ♦, 2017  
 Stanley Crippen (Lake Elsinore USD), 2016  
 Bruce N. Dennis (Riverside COE), 2017  
 Kenneth Dickson (Murrieta Valley USD), 2017  
 Tom Elliott (Perris ESD), 2016  
 Tom Hunt (Riverside USD) ♦, 2016  
 Ben Johnson, II (Alvord USD), 2016  
 Cleveland Johnson (Moreno Valley USD) ♦, 2017  
 Marla Kirkland (Val Verde USD), 2016  
 Memo Mendez (Jurupa USD), 2017  
 Bill Newberry (Corona-Norco USD) ♦, 2017  
 John I. Norman (San Jacinto USD), 2017  
 David Allen Pulsipher (Temecula Valley USD), 2017  
 Elizabeth Romero (Riverside COE), 2016  
 Cathy L. Sciortino (Corona-Norco USD) ♦, 2016  
 Susan Scott (Lake Elsinore USD), 2016  
 Sandra Tusant (Romoland ESD), 2017

#### ***Subregion 18-B (Imperial)***

Ralph Fernandez (Brawley Union HSD), 2017  
 Diahna Garcia-Ruiz (Heber ESD), 2017  
 Frances A. Terrazas (El Centro ESD), 2016  
**County:** Jay Hoffman (Riverside COE), 2016

### **REGION 20 – 12 Delegates (11 elected/1 appointed) ♦**

#### ***County: Santa Clara***

Robert Benevento (Morgan Hill USD), 2016  
 Frank Biehl (East Side Union HSD), 2016  
 Cynthia Chang (Los Gatos-Saratoga Jt. Union HSD), 2016  
 Danielle Cohen (Campbell Union SD), 2017  
 Pamela Foley (San Jose USD) ♦, 2017  
 Anjali Kausar (Cupertino Union SD), 2017  
 Bonnie Mace (Evergreen ESD), 2017  
 Joe Mitchner (Mountain View-Los Altos Union HSD), 2016  
 Reid Myers (Sunnyvale SD), 2017  
 Andres Quintero (Alum Rock Union ESD), 2017  
 George Sanchez (Franklin-McKinley ESD), 2017  
**County:** Darcie Green (Santa Clara COE), 2016

### **REGION 21 – 7 Delegates (7 appointed) ♦**

#### ***County: Los Angeles***

Monica Garcia (Los Angeles USD) ♦, 2017  
 Monica Ratliff (Los Angeles USD) ♦, 2017  
 Ref Rodriguez (Los Angeles USD) ♦, 2020  
 Scott Schmerelson (Los Angeles USD) ♦, 2020  
 Richard Vladovic (Los Angeles USD) ♦, 2020  
 Steven Zimmer (Los Angeles USD) ♦, 2017  
**County:** Douglas Boyd (Los Angeles COE) ♦, 2016

### **REGION 22 – 6 Delegates (6 elected)**

#### ***Los Angeles County: North Los Angeles***

John K. Curiel (Westside Union ESD), 2017  
 R. Michael Dutton (Keppel Union ESD), 2017  
 Gwendolyn Farrell (Westside Union ESD), 2016  
 Christy Smith (Newhall SD), 2016  
 Steven M. Sturgeon (William S. Hart Union HSD), 2017  
 Donita J. Winn (Antelope Valley Union HSD), 2016

### **REGION 23 – 16 Delegates (13 elected/3 appointed) ♦**

#### ***Los Angeles County: San Gabriel Valley & East Los Angeles***

#### ***Subregion 23-A***

Adele Andrade-Stadler (Alhambra USD), 2017  
 Kenneth Bell (Duarte USD), 2017  
 Bob Bruesch (Garvey ESD), 2016  
 Gary Scott (San Gabriel USD), 2016  
 Alexandra Zucco (Monrovia USD), 2016

#### ***Subregion 23-B***

Benjamin Cardenas (Montebello USD) ♦, 2016  
 Anthony Duarte (Hacienda La Puente USD), 2016  
 Heidi L. Gallegos (Rowland USD), 2017  
 Helen Hall (Walnut Valley USD), 2017  
 David Vela (Montebello USD) ♦, 2017

#### ***Subregion 23-C***

Xilonin Cruz-Gonzalez (Azusa USD), 2016  
 Christina Lucero (Baldwin Park USD), 2017  
 Eileen Miranda Jimenez (West Covina USD), 2017  
 Roberta Perlman (Pomona USD) ♦, 2017  
 Camie Poulos (West Covina USD), 2016  
 Paul Solano (Bassett USD), 2016

### **REGION 24 – 16 Delegates (14 elected/2 appointed) ♦**

#### ***Los Angeles County: Southwest Crescent***

Micah Ali (Compton USD), 2017  
 Leighton Anderson (Whittier Union HSD), 2016  
 Jan Baird (South Whittier ESD), 2017  
 Lisa Claypoole (Hermosa Beach City SD), 2017  
 Paul Gardiner (East Whittier City ESD), 2016  
 Margie Garrett (Compton USD), 2016  
 Eugene M. Krank (Hawthorne SD), 2016  
 Jose Lara (El Rancho USD), 2017  
 Sylvia V. Macias (South Whittier ESD), 2016  
 John McGinnis (Long Beach USD) ♦, 2016  
 Karen Morrison (Norwalk-La Mirada USD), 2016  
 Ann M. Phillips (Lawndale ESD), 2016  
 Margarita Rios (Norwalk-La Mirada USD), 2016  
 Sharon Stys (South Whittier ESD), 2017  
 Ana Valencia (Norwalk-La Mirada USD), 2017  
 Felton Williams (Long Beach USD) ♦, 2017

## 2015 CSBA DELEGATE ASSEMBLY ROSTER

### DELEGATES-AT-LARGE – PAST PRESIDENTS

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President Marilyn Buchi (Fullerton Joint Union HSD)  
President Paula S. Campbell (Nevada City SD)  
President Del Cederquist (Fresno COE)  
President Paul Chatman (Ocean View SD)  
President Kerry Clegg (Sulphur Springs Union SD)  
President Martha Fluor (Newport-Mesa USD)  
President Cindy Marks (Modesto City Schools)  
Past President (CCBE) Heidi Weiland (El Dorado COE)

### BOARD OF DIRECTORS

---

President: Jesús Holguín (Moreno Valley USD)  
President-elect: Chris Ungar (San Luis Coastal USD)  
Vice-President: Sherri Reusche (Calaveras USD)  
Immediate Past President Josephine (Jo) Lucey (Cupertino Union SD)  
Region 1 Jennifer Owen (Fort Bragg USD)  
Region 2 Sherry Crawford (Siskiyou COE)  
Region 3 Ed Gilardi (Cotati-Rohnert Park USD)  
Region 4 Paige K. Stauss (Roseville Joint Union HSD)  
Region 5 Jill Wynns (San Francisco County & USD)  
Region 6 Darrel Woo (Sacramento City USD)  
Region 7 Anne White (Livermore Valley Joint USD)  
Region 8 Matthew Balzarini (Lammersville Joint USD)  
Region 9 Tami Gunther (Atascadero USD)  
Region 10 Susan Markarian (Pacific Union ESD)  
Region 11 Suzanne Kitchens (Pleasant Valley SD)  
Region 12 Bill Farris (Sierra Sands USD)  
Region 15 Susan Henry (Huntington Beach Union HSD)  
Region 16 Wilson F. So (Apple Valley USD)  
Region 17 Carol Skiljan (Encinitas Union ESD)  
Region 18 Jerry Bowman (Menifee Union ESD)  
Region 20 Albert Gonzalez (Santa Clara USD)  
Region 21 George McKenna (Los Angeles USD)  
Region 22 Victor Torres (Castaic Union SD)  
Region 23 Bob Cruz (Charter Oak USD)  
Region 24 Donald E. LaPlante (Downey USD)  
Director-at-Large African American Darryl Adams (Norwalk-La Mirada USD)  
Director-at-Large American Indian Shelly Yarbrough (Val Verde USD)  
Director-at-Large Asian Pacific Islander Bob Gin (Alhambra USD)  
Director-at-Large County Mike Walsh (Butte COE)  
Director-at-Large Hispanic Kathryn Ramirez, (Salinas Union HSD)  
NSBA Director Lillian Tafoya (Bakersfield City School District)  
NSBA Director Frank C. Pugh, (Santa Rosa City Schools)  
CCBE President Juliana Feriani (Tuolumne COE)

## **IMPORTANT DELEGATE NOMINATION AND ELECTION DEADLINES**

### **Important 2016 Dates:**

- Thursday, January 7: U.S.P.S. postmarked, fax, or email deadline for **required** Nomination and Candidate Biographical Sketch Forms
- By Monday, February 1: Ballots mailed to Member Boards
- February 1 – March 15: Boards vote for Delegates
- Tuesday, March 15: Deadline for the ballots to be returned to CSBA (U.S.P.S. POSTMARK ONLY)
- By Thursday, March 31: Ballots to be tallied
- By Friday, April 1: Election results, except for run-offs, posted on CSBA's Web site
- Friday, April 29: Deadline for run-off ballots to be returned to CSBA (U.S.P.S. POSTMARK ONLY)

### **Delegate Assembly Meeting Dates in 2016**

- Saturday, May 14 – Sunday, May 15, Sacramento.
- Wednesday, November 30 – Thursday, December 1, San Francisco.

## Frequently Asked Questions regarding Delegate Assembly Nominations and Elections

**Who is eligible to serve on Delegate Assembly?** To be eligible to serve on CSBA's Delegate Assembly, a board member must:

- Be a trustee of a district or county office of education that is a current member of CSBA; and
- Be a trustee of a district or county office of education within the geographic region or subregion which the Delegate will represent.

**What is the term of office to serve on Delegate Assembly?** The term of office for each Delegate is two years beginning April 1, 2016 through March 31, 2018. Within each region, approximately half of the Delegates are elected in even-numbered years and half in odd-numbered years.

**How is a board member nominated to serve on the Delegate Assembly?** A board member must be formally nominated by a board in the region or subregion and may be nominated by his or her own district or county office. The nomination is an action that is taken in a public board meeting and requires a majority vote. A board may nominate as many individuals as it wishes, however, it is the responsibility of the nominating board to obtain permission from the nominee prior to submitting his or her name.

**What does a nomination consist of?** A nomination consists of a completed signed nomination and a one-page candidate biographical sketch form. In addition, an optional, one-page, single-sided, résumé may be submitted, (résumé cannot be substituted for the candidate biographical sketch form). The biographical sketch will be copied exactly as submitted and included with the ballots.

**When are the nomination and biographical sketch forms due?** The nomination and candidate biographical sketch forms must be delivered to the CSBA office either by fax (916) 371-3407, email [nominations@csba.org](mailto:nominations@csba.org), or mail, postmarked by the U.S.P.S., on or before **Thursday, January 7, 2016**. *It is the nominee's responsibility to confirm that all nomination materials have been received by the CSBA Leadership Services department.*

**How are nominees elected to serve on Delegate Assembly?** Ballots are mailed by Monday, February 1 to each district or county board within the region or subregion. Ballots must be delivered to CSBA via U.S.P.S. postmarked by Tuesday, March 15, in order to be accepted. Ballots may not be faxed or emailed.

Voting for Delegates is an action of the entire board rather than individual board members; therefore, it is done at a public meeting and requires a majority vote. Each board may vote for as many persons as there are positions to be filled within the region or subregion. All districts and candidates are notified of the results no later than March 31. If there is a tie vote, a run-off election will be held.

**What are the required Delegate Assembly meeting dates?** There are two required Delegate Assembly meetings each year. In 2016, the first meeting will be May 14-15 in Sacramento and the second one will be November 30 – December 1 in San Francisco preceding CSBA's Annual Education Conference and Trade show.

**Does CSBA cover expenses for Delegates to attend the Delegate Assembly meetings?** No, CSBA is not able to cover expenses.

For additional information, please contact the Leadership Services department at (800) 266-3382.



## Alphabetical Index of School Districts and Corresponding CSBA Region Number

ABC USD . . . . .	24	Arvin Union SD . . . . .	12 B	Big Springs Union ESD . . . . .	02 A
Acalanes Union HSD . . . . .	07 A	Atascadero USD . . . . .	09 C	Big Sur USD . . . . .	09 B
Ackerman Charter SD . . . . .	04 D	Atwater ESD . . . . .	08 D	Big Valley Joint USD . . . . .	02 C
Acton-Agua Dulce USD . . . . .	22	Auburn Union ESD . . . . .	04 D	Biggs USD . . . . .	04 B
Adelanto ESD . . . . .	16 B	Azusa USD . . . . .	23 C	Bishop USD . . . . .	16 A
Alameda COE . . . . .	07 B	Baker Valley USD . . . . .	16 B	Bitterwater-Tully Union ESD . . . . .	09 A
Alameda USD . . . . .	07 B	Bakersfield City ESD . . . . .	12 B	Black Butte Union ESD . . . . .	02 B
Albany USD . . . . .	07 B	Baldwin Park USD . . . . .	23 C	Black Oak Mine USD . . . . .	06 C
Alexander Valley Union ESD . . . . .	03 A	Baldy View ROP . . . . .	16 B	Blake ESD . . . . .	12 B
Alhambra USD . . . . .	23 A	Ballard SD . . . . .	11 A	Blochman Union ESD . . . . .	11 A
Alisal Union SD . . . . .	09 B	Ballico-Cressey ESD . . . . .	08 D	Blue Lake Union ESD . . . . .	01 A
Allensworth ESD . . . . .	12 A	Bangor Union ESD . . . . .	04 B	Bogus ESD . . . . .	02 A
Alpaugh USD . . . . .	12 A	Banning USD . . . . .	18 A	Bolinas-Stinson Union SD . . . . .	03 D
Alpine County & USD . . . . .	06 C	Banta ESD . . . . .	08 A	Bonita USD . . . . .	23 C
Alpine Union SD . . . . .	17	Barstow USD . . . . .	16 B	Bonny Doon Union ESD . . . . .	09 A
Alta Loma ESD . . . . .	16 B	Bass Lake Joint Union ESD . . . . .	10 A	Bonsall USD . . . . .	17
Alta Vista ESD . . . . .	12 A	Bassett USD . . . . .	23 C	Borrego Springs USD . . . . .	17
Alta-Dutch Flat Union ESD . . . . .	04 D	Bayshore ESD . . . . .	05 B	Bradley Union ESD . . . . .	09 B
Alum Rock Union ESD . . . . .	20	Bear Valley USD . . . . .	16 B	Brawley ESD . . . . .	18 B
Alview-Dairyland Union ESD . . . . .	10 A	Beardsley ESD . . . . .	12 B	Brawley Union HSD . . . . .	18 B
Alvina Elementary Charter SD . . . . .	10 B	Beaumont USD . . . . .	18 A	Brea-Olinda USD . . . . .	15
Alvord USD . . . . .	18 A	Bella Vista ESD . . . . .	02 B	Brentwood Union SD . . . . .	07 A
Amador County & USD . . . . .	08 B	Bellevue ESD . . . . .	08 B	Bret Harte Union HSD . . . . .	08 B
Anaheim City SD . . . . .	15	Bellevue Union ESD . . . . .	03 A	Bridgeville ESD . . . . .	01 A
Anaheim Union HSD . . . . .	15	Bellflower USD . . . . .	24	Briggs ESD . . . . .	11 B
Anderson Union HSD . . . . .	02 B	Belmont-Redwood Shores ESD . . . . .	05 B	Brisbane ESD . . . . .	05 B
Anderson Valley USD . . . . .	01 B	Belridge ESD . . . . .	12 B	Brittan ESD . . . . .	04 C
Antelope SD . . . . .	04 A	Benicia USD . . . . .	03 C	Browns ESD . . . . .	04 C
Antelope Valley Union HSD . . . . .	22	Bennett Valley Union SD . . . . .	03 A	Buckeye Union ESD . . . . .	06 C
Antioch USD . . . . .	07 A	Berkeley USD . . . . .	07 B	Buellton Union ESD . . . . .	11 A
Apple Valley USD . . . . .	16 B	Berryessa Union SD . . . . .	20	Buena Park ESD . . . . .	15
Arcadia USD . . . . .	23 A	Beverly Hills USD . . . . .	24	Buena Vista ESD . . . . .	12 A
Arcata ESD . . . . .	01 A	Big Creek ESD . . . . .	10 B	Burbank USD . . . . .	23 A
Arcohe Union ESD . . . . .	06 B	Big Lagoon Union ESD . . . . .	01 A	Burlingame ESD . . . . .	05 B
Armona Union ESD . . . . .	10 C	Big Oak Flat-Groveland USD . . . . .	08 B	Burnt Ranch ESD . . . . .	02 A
Aromas-San Juan USD . . . . .	09 A	Big Pine USD . . . . .	16 A	Burrel Union ESD . . . . .	10 B

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Burton ESD . . . . .	12	A	Central Union HSD . . . . .	18	B	Colusa USD . . . . .	04	C
Butte COE . . . . .	04	B	Central USD . . . . .	10	B	Compton USD . . . . .	24	
Butte Valley USD . . . . .	02	A	Centralia ESD . . . . .	15		Conejo Valley USD . . . . .	11	B
Butteville Union ESD . . . . .	02	A	Ceres USD . . . . .	08	C	Contra Costa COE . . . . .	07	A
Buttonwillow Union ESD . . . . .	12	B	Chaffey Joint Union HSD . . . . .	16	B	Corcoran Joint USD . . . . .	10	C
Byron Union ESD . . . . .	07	A	Charter Oak USD . . . . .	23	C	Corning Union ESD . . . . .	04	A
Cabrillo USD . . . . .	05	B	Chatom Union SD . . . . .	08	C	Corning Union HSD . . . . .	04	A
Cajon Valley Union SD . . . . .	17		Chawanakee USD . . . . .	10	A	Coronado USD . . . . .	17	
Calaveras COE . . . . .	08	B	Chicago Park ESD . . . . .	04	D	Corona-Norco USD . . . . .	18	A
Calaveras USD . . . . .	08	B	Chico USD . . . . .	04	B	Cotati-Rohnert Park USD . . . . .	03	A
Calexico USD . . . . .	18	B	Chino Valley USD . . . . .	16	B	Cottonwood Union SD . . . . .	02	B
Caliente Union ESD . . . . .	12	B	Chowchilla ESD . . . . .	10	A	Covina-Valley USD . . . . .	23	C
Calipatria USD . . . . .	18	B	Chowchilla Union HSD . . . . .	10	A	Cucamonga SD . . . . .	16	B
Calistoga Joint USD . . . . .	03	B	Chualar Union ESD . . . . .	09	B	Cuddeback Union ESD . . . . .	01	A
Cambrian SD . . . . .	20		Chula Vista ESD . . . . .	17		Culver City USD . . . . .	24	
Camino Union ESD . . . . .	06	C	Cienega Union ESD . . . . .	09	A	Cupertino Union SD . . . . .	20	
Campbell Union HSD . . . . .	20		Cinnabar ESD . . . . .	03	A	Curtis Creek ESD . . . . .	08	B
Campbell Union SD . . . . .	20		Claremont USD . . . . .	23	C	Cutler-Orosi Joint USD . . . . .	12	A
Camptonville Union ESD . . . . .	04	C	Clay Joint ESD . . . . .	10	B	Cutten ESD . . . . .	01	A
Canyon ESD . . . . .	07	A	Clear Creek ESD . . . . .	04	D	Cuyama Joint USD . . . . .	11	A
Capay Joint Union ESD . . . . .	04	A	Cloverdale USD . . . . .	03	A	Cypress ESD . . . . .	15	
Capistrano USD . . . . .	15		Clovis USD . . . . .	10	B	Davis Joint USD . . . . .	06	A
Cardiff ESD . . . . .	17		Coachella Valley USD . . . . .	18	A	Death Valley USD . . . . .	16	A
Carlsbad USD . . . . .	17		Coalinga-Huron USD . . . . .	10	B	Dehesa SD . . . . .	17	
Carmel USD . . . . .	09	B	Coast USD . . . . .	09	C	Del Mar Union SD . . . . .	17	
Carpinteria USD . . . . .	11	A	Coastline ROP . . . . .	15		Del Norte County & USD . . . . .	01	A
Caruthers USD . . . . .	10	B	Coffee Creek ESD . . . . .	02	A	Delano Joint Union HSD . . . . .	12	B
Cascade Union ESD . . . . .	02	B	Cold Spring ESD . . . . .	11	A	Delano Union ESD . . . . .	12	B
Castaic Union SD . . . . .	22		Colfax ESD . . . . .	04	D	Delhi USD . . . . .	08	D
Castle Rock Union ESD . . . . .	02	B	College ESD . . . . .	11	A	Delphic ESD . . . . .	02	A
Castro Valley USD . . . . .	07	B	Colton Joint USD . . . . .	16	B	Denair USD . . . . .	08	C
Cayucos ESD . . . . .	09	C	Colton-Redlands-Yucaipa ROP . . . . .	16	B	Desert Center USD . . . . .	18	A
Center USD . . . . .	06	B	Columbia ESD . . . . .	02	B	Desert Sands USD . . . . .	18	A
Centinela Valley Union HSD . . . . .	24		Columbia Union SD . . . . .	08	B	Di Giorgio ESD . . . . .	12	B
Central ESD . . . . .	16	B	Columbine ESD . . . . .	12	A	Dinuba USD . . . . .	12	A
Central Union ESD . . . . .	10	C	Colusa COE . . . . .	04	C	Dixie ESD . . . . .	03	D

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Dixon USD . . . . .	03	C	Encinitas Union ESD . . . . .	17	Franklin ESD . . . . .	04	C
Dos Palos Oro Loma Joint USD . . . . .	08	D	Enterprise ESD . . . . .	02	Franklin-McKinley ESD . . . . .	20	
Douglas City ESD . . . . .	02	A	Escalon USD . . . . .	08	Fremont Union HSD . . . . .	20	
Downey USD . . . . .	24		Escondido Union HSD . . . . .	17	Fremont USD . . . . .	07	B
Dry Creek Joint ESD . . . . .	04	D	Escondido Union SD . . . . .	17	French Gulch-Whiskeytown ESD . . . . .	02	B
Duarte USD . . . . .	23	A	Esparto USD . . . . .	06	Freshwater ESD . . . . .	01	A
Dublin USD . . . . .	07	B	Etiwanda ESD . . . . .	16	Fresno COE . . . . .	10	B
Ducor Union ESD . . . . .	12	A	Eureka City SD . . . . .	01	Fresno USD . . . . .	10	B
Dunham ESD . . . . .	03	A	Eureka Union SD . . . . .	04	Fruitvale ESD . . . . .	12	B
Dunsmuir ESD . . . . .	02	A	Evergreen ESD . . . . .	20	Fullerton Joint Union HSD . . . . .	15	
Dunsmuir Joint Union HSD . . . . .	02	A	Evergreen Union ESD . . . . .	04	Fullerton SD . . . . .	15	
Durham USD . . . . .	04	B	Exeter USD . . . . .	12	Galt Joint Union ESD . . . . .	06	B
Earlilmart ESD . . . . .	12	A	Fairfax ESD . . . . .	12	Galt Joint Union HSD . . . . .	06	B
East Nicolaus Joint Union HSD . . . . .	04	C	Fairfield-Suisun USD . . . . .	03	Garden Grove USD . . . . .	15	
East San Gabriel Valley ROP . . . . .	21		Fall River Joint USD . . . . .	02	Garfield ESD . . . . .	01	A
East Side Union HSD . . . . .	20		Fallbrook Union ESD . . . . .	17	Garvey ESD . . . . .	23	A
East Whittier City ESD . . . . .	24		Fallbrook Union HSD . . . . .	17	Gateway USD . . . . .	02	B
Eastern Sierra USD . . . . .	06	C	Farmersville USD . . . . .	12	Gazelle Union ESD . . . . .	02	A
Eastside Union SD . . . . .	22		Feather Falls Union ESD . . . . .	04	General Shafter ESD . . . . .	12	B
Eden Area ROP . . . . .	07	B	Ferndale USD . . . . .	01	Gerber Union ESD . . . . .	04	A
Edison ESD . . . . .	12	B	Fieldbrook ESD . . . . .	01	Geyserville USD . . . . .	03	A
El Centro ESD . . . . .	18	B	Fillmore USD . . . . .	11	Gilroy USD . . . . .	20	
El Dorado COE . . . . .	06	C	Firebaugh-Las Deltas USD . . . . .	10	Glendale USD . . . . .	23	A
El Dorado Union HSD . . . . .	06	C	Flournoy Union ESD . . . . .	04	Glendora USD . . . . .	23	C
El Monte City SD . . . . .	23	B	Folsom-Cordova USD . . . . .	06	Glenn COE . . . . .	04	A
El Monte Union HSD . . . . .	23	B	Fontana USD . . . . .	16	Gold Oak Union SD . . . . .	06	C
El Nido ESD . . . . .	08	D	Foresthill Union ESD . . . . .	04	Gold Trail Union SD . . . . .	06	C
El Rancho USD . . . . .	24		Forestville Union ESD . . . . .	03	Golden Feather Union SD . . . . .	04	B
El Segundo USD . . . . .	24		Forks of Salmon ESD . . . . .	02	Golden Plains USD . . . . .	10	B
El Tejon USD . . . . .	12	B	Fort Bragg USD . . . . .	01	Golden Valley USD . . . . .	10	A
Elk Grove USD . . . . .	06	B	Fort Ross ESD . . . . .	03	Goleta Union ESD . . . . .	11	A
Elk Hills ESD . . . . .	12	B	Fort Sage USD . . . . .	02	Gonzales USD . . . . .	09	B
Elkins ESD . . . . .	04	A	Fortuna ESD . . . . .	01	Gorman ESD . . . . .	22	
Elverta Joint ESD . . . . .	06	B	Fortuna Union HSD . . . . .	01	Grant ESD . . . . .	02	B
Emery USD . . . . .	07	B	Fountain Valley ESD . . . . .	15	Grass Valley ESD . . . . .	04	D
Empire Union SD . . . . .	08	C	Fowler USD . . . . .	10	Gratton ESD . . . . .	08	C



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Gravenstein Union ESD . . . . .	03	A	Hornbrook ESD . . . . .	02	A	Kashia ESD . . . . .	03	A
Graves ESD . . . . .	09	B	Hot Springs ESD . . . . .	12	A	Kelseyville USD . . . . .	01	B
Green Point ESD . . . . .	01	A	Howell Mountain ESD . . . . .	03	B	Kentfield ESD . . . . .	03	D
Greenfield Union ESD . . . . .	12	B	Hueneme ESD . . . . .	11	B	Kenwood SD . . . . .	03	A
Greenfield Union SD . . . . .	09	B	Hughes-Elizabeth Lakes Union SD . . . . .	22		Keppel Union ESD . . . . .	22	
Grenada ESD . . . . .	02	A	Hughson USD . . . . .	08	C	Kerman USD . . . . .	10	B
Gridley USD . . . . .	04	B	Humboldt COE . . . . .	01	A	Kern COE . . . . .	12	B
Grossmont Union HSD . . . . .	17		Huntington Beach City ESD . . . . .	15		Kern Union HSD . . . . .	12	B
Guadalupe Union ESD . . . . .	11	A	Huntington Beach Union HSD . . . . .	15		Kernville Union ESD . . . . .	12	B
Guerneville ESD . . . . .	03	A	Hydesville ESD . . . . .	01	A	Keyes Union ESD . . . . .	08	C
Gustine USD . . . . .	08	D	Igo-Ono-Platina Union ESD . . . . .	02	B	King City Union SD . . . . .	09	B
Hacienda La Puente USD . . . . .	23	B	Imperial COE . . . . .	18	B	Kings Canyon Joint USD . . . . .	10	B
Hamilton USD . . . . .	04	A	Imperial USD . . . . .	18	B	Kings COE . . . . .	10	C
Hanford ESD . . . . .	10	C	Imperial Valley ROP . . . . .	18	B	Kings River Union ESD . . . . .	12	A
Hanford Joint Union HSD . . . . .	10	C	Indian Diggings ESD . . . . .	06	C	Kings River-Hardwick Union ESD . . . . .	10	C
Happy Camp Union ESD . . . . .	02	A	Indian Springs ESD . . . . .	02	B	Kingsburg Elementary Charter SD . . . . .	10	B
Happy Valley ESD . . . . .	09	A	Inglewood USD . . . . .	24		Kingsburg Joint Union HSD . . . . .	10	B
Happy Valley Union ESD . . . . .	02	B	Inyo COE . . . . .	16	A	Kirkwood ESD . . . . .	04	A
Harmony Union ESD . . . . .	03	A	Irvine USD . . . . .	15		Kit Carson Union ESD . . . . .	10	C
Hart-Ransom Union ESD . . . . .	08	C	Island Union ESD . . . . .	10	C	Klamath River Union ESD . . . . .	02	A
Hawthorne SD . . . . .	24		Jacoby Creek ESD . . . . .	01	A	Klamath-Trinity Joint USD . . . . .	01	A
Hayward USD . . . . .	07	B	Jamestown ESD . . . . .	08	B	Kneeland ESD . . . . .	01	A
Healdsburg USD . . . . .	03	A	Jamul-Dulzura Union ESD . . . . .	17		Knights Ferry ESD . . . . .	08	C
Heber ESD . . . . .	18	B	Janesville Union ESD . . . . .	02	C	Knightsen ESD . . . . .	07	A
Helendale SD . . . . .	16	B	Jefferson ESD . . . . .	05	B	Konocti USD . . . . .	01	B
Hemet USD . . . . .	18	A	Jefferson ESD . . . . .	09	A	La Canada USD . . . . .	23	A
Hermosa Beach City ESD . . . . .	24		Jefferson ESD . . . . .	08	A	La Habra City ESD . . . . .	15	
Hesperia USD . . . . .	16	B	Jefferson Union HSD . . . . .	05	B	La Honda-Pescadero USD . . . . .	05	B
Hickman Charter SD . . . . .	08	C	John Swett USD . . . . .	07	A	La Mesa-Spring Valley SD . . . . .	17	
Hillsborough City SD . . . . .	05	B	Johnstonville ESD . . . . .	02	C	La Puente Valley ROP . . . . .	21	
Hilmar USD . . . . .	08	D	Julian Union ESD . . . . .	17		Lafayette ESD . . . . .	07	A
Hollister ESD . . . . .	09	A	Julian Union HSD . . . . .	17		Laguna Beach USD . . . . .	15	
Holtville USD . . . . .	18	B	Junction City ESD . . . . .	02	A	Laguna Joint ESD . . . . .	03	D
Hope ESD . . . . .	12	A	Junction ESD . . . . .	02	A	Lagunita ESD . . . . .	09	B
Hope ESD . . . . .	11	A	Junction ESD . . . . .	02	B	Lagunitas ESD . . . . .	03	D
Horicon ESD . . . . .	03	A	Jurupa USD . . . . .	18	A	Lake COE . . . . .	01	B

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Lake Elsinore USD . . . . .	18	A	Linns Valley-Poso Flat Union ESD . . . . .	12	B	Manchester Union ESD . . . . .	01	B
Lake ESD . . . . .	04	A	Little Lake City ESD . . . . .	24		Manhattan Beach USD . . . . .	24	
Lake Tahoe USD . . . . .	06	C	Little Shasta ESD . . . . .	02	A	Manteca USD . . . . .	08	A
Lakeport USD . . . . .	01	B	Live Oak ESD . . . . .	09	A	Manzanita ESD . . . . .	04	B
Lakeside Joint SD . . . . .	20		Live Oak USD . . . . .	04	C	Maple Creek ESD . . . . .	01	A
Lakeside Union ESD . . . . .	10	C	Livermore Valley Joint USD . . . . .	07	B	Maple ESD . . . . .	12	B
Lakeside Union ESD . . . . .	12	B	Livingston Union SD . . . . .	08	D	Marcum-Illinois Union ESD . . . . .	04	C
Lakeside Union SD . . . . .	17		Lodi USD . . . . .	08	A	Maricopa USD . . . . .	12	B
Lammersville Joint USD . . . . .	08	A	Loleta Union ESD . . . . .	01	A	Marin COE . . . . .	03	D
Lamont ESD . . . . .	12	B	Loma Prieta Joint Union ESD . . . . .	20		Mariposa County & USD . . . . .	10	A
Lancaster ESD . . . . .	22		Lompoc USD . . . . .	11	A	Mark Twain Union ESD . . . . .	08	B
Larkspur-Corte Madera SD . . . . .	03	D	Lone Pine USD . . . . .	16	A	Mark West Union SD . . . . .	03	A
Las Lomitas ESD . . . . .	05	B	Long Beach USD . . . . .	24		Martinez USD . . . . .	07	A
Las Virgenes USD . . . . .	11	B	Loomis Union ESD . . . . .	04	D	Marysville Joint USD . . . . .	04	C
Lassen COE . . . . .	02	C	Los Alamitos USD . . . . .	15		Mattole USD . . . . .	01	A
Lassen Union HSD . . . . .	02	C	Los Altos ESD . . . . .	20		Maxwell USD . . . . .	04	C
Lassen View Union ESD . . . . .	04	A	Los Angeles COE . . . . .	21		McCabe Union ESD . . . . .	18	B
Laton USD . . . . .	10	B	Los Angeles USD . . . . .	21		McCloud Union ESD . . . . .	02	A
Latrobe SD . . . . .	06	C	Los Banos USD . . . . .	08	D	McFarland USD . . . . .	12	B
Lawndale ESD . . . . .	24		Los Gatos Union ESD . . . . .	20		McKinleyville Union ESD . . . . .	01	A
Laytonville USD . . . . .	01	B	Los Gatos-Saratoga Jt. Un. HSD . . . . .	20		McKittrick ESD . . . . .	12	B
Le Grand Union ESD . . . . .	08	D	Los Molinos USD . . . . .	04	A	McSwain Union ESD . . . . .	08	D
Le Grand Union HSD . . . . .	08	D	Los Nietos SD . . . . .	24		Meadows Union ESD . . . . .	18	B
Leggett Valley USD . . . . .	01	B	Los Olivos ESD . . . . .	11	A	Mendocino COE . . . . .	01	B
Lemon Grove SD . . . . .	17		Lost Hills Union ESD . . . . .	12	B	Mendocino USD . . . . .	01	B
Lemoore Union ESD . . . . .	10	C	Lowell Joint ESD . . . . .	15		Mendota USD . . . . .	10	B
Lemoore Union HSD . . . . .	10	C	Lucerne ESD . . . . .	01	B	Menifee Union ESD . . . . .	18	A
Lennox SD . . . . .	24		Lucerne Valley USD . . . . .	16	B	Menlo Park City ESD . . . . .	05	B
Lewiston ESD . . . . .	02	A	Lucia Mar USD . . . . .	09	C	Merced City ESD . . . . .	08	D
Liberty ESD . . . . .	03	A	Luther Burbank SD . . . . .	20		Merced COE . . . . .	08	D
Liberty ESD . . . . .	12	A	Lynwood USD . . . . .	24		Merced River Union ESD . . . . .	08	D
Liberty Union HSD . . . . .	07	A	Madera COE . . . . .	10	A	Merced Union HSD . . . . .	08	D
Lincoln ESD . . . . .	03	D	Madera USD . . . . .	10	A	Meridian ESD . . . . .	04	C
Lincoln USD . . . . .	08	A	Magnolia ESD . . . . .	15		Mesa Union ESD . . . . .	11	B
Linden USD . . . . .	08	A	Magnolia Union ESD . . . . .	18	B	Metropolitan Education District . . . . .	20	
Lindsay USD . . . . .	12	A	Mammoth USD . . . . .	06	C	Middletown USD . . . . .	01	B

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Midway ESD . . . . .	12	B	Mountain View Whisman SD . . . . .	20	Nuview Union SD . . . . .	18	A	
Mill Valley ESD . . . . .	03	D	Mountain View-Los Altos Union HSD . . . . .	20	Oak Grove ESD . . . . .	20		
Millbrae ESD . . . . .	05	B	Mt. Baldy Joint ESD . . . . .	16	B	Oak Grove Union SD . . . . .	03	A
Millville ESD . . . . .	02	B	Mt. Diablo USD . . . . .	07	A	Oak Park USD . . . . .	11	B
Milpitas USD . . . . .	20		Mt. Pleasant SD . . . . .	20		Oak Run ESD . . . . .	02	B
Mission Union ESD . . . . .	09	B	Mt. Shasta Union SD . . . . .	02	A	Oak Valley Union ESD . . . . .	12	A
Mission Valley ROP . . . . .	07	B	Mulberry ESD . . . . .	18	B	Oak View Union ESD . . . . .	08	A
Modesto City Schools . . . . .	08	C	Mupu ESD . . . . .	11	B	Oakdale Joint USD . . . . .	08	C
Modoc COE . . . . .	02	A	Muroc Joint USD . . . . .	12	B	Oakland USD . . . . .	07	B
Modoc Joint USD . . . . .	02	A	Murrieta Valley USD . . . . .	18	A	Oakley Union ESD . . . . .	07	A
Mojave USD . . . . .	12	B	Napa COE . . . . .	03	B	Ocean View SD . . . . .	15	
Mono COE . . . . .	06	C	Napa Valley USD . . . . .	03	B	Ocean View SD . . . . .	11	B
Monroe ESD . . . . .	10	B	National SD . . . . .	17		Oceanside USD . . . . .	17	
Monrovia USD . . . . .	23	A	Natomas USD . . . . .	06	B	Ojai USD . . . . .	11	B
Monson-Sultana Joint Union ESD . . . . .	12	A	Needles USD . . . . .	16	B	Old Adobe Union ESD . . . . .	03	A
Montague ESD . . . . .	02	A	Nevada City SD . . . . .	04	D	Ontario-Montclair SD . . . . .	16	B
Monte Rio Union ESD . . . . .	03	A	Nevada COE . . . . .	04	D	Orange Center SD . . . . .	10	B
Montebello USD . . . . .	23	B	Nevada Joint Union HSD . . . . .	04	D	Orange COE . . . . .	15	
Montecito Union ESD . . . . .	11	A	New Haven USD . . . . .	07	B	Orange USD . . . . .	15	
Monterey COE . . . . .	09	B	New Hope ESD . . . . .	08	A	Orchard ESD . . . . .	20	
Monterey Peninsula USD . . . . .	09	B	New Jerusalem ESD . . . . .	08	A	Orcutt Union ESD . . . . .	11	A
Montgomery ESD . . . . .	03	A	Newark USD . . . . .	07	B	Orick ESD . . . . .	01	A
Moorpark USD . . . . .	11	B	Newcastle ESD . . . . .	04	D	Orinda Union ESD . . . . .	07	A
Moraga ESD . . . . .	07	A	Newhall SD . . . . .	22		Orland USD . . . . .	04	A
Moreland SD . . . . .	20		Newman-Crows Landing USD . . . . .	08	C	Oro Grande ESD . . . . .	16	B
Moreno Valley USD . . . . .	18	A	Newport-Mesa USD . . . . .	15		Oroville City ESD . . . . .	04	B
Morgan Hill USD . . . . .	20		Nicasio SD . . . . .	03	D	Oroville Union HSD . . . . .	04	B
Morongo USD . . . . .	16	B	Norris SD . . . . .	12	B	Outside Creek ESD . . . . .	12	A
Mother Lode Union ESD . . . . .	06	C	North County Joint Union ESD . . . . .	09	A	Owens Valley USD . . . . .	16	A
Mountain Empire USD . . . . .	17		North Cow Creek ESD . . . . .	02	B	Oxnard ESD . . . . .	11	B
Mountain ESD . . . . .	09	A	North Monterey County USD . . . . .	09	B	Oxnard Union HSD . . . . .	11	B
Mountain House ESD . . . . .	07	B	North Orange Co. ROP . . . . .	15		Pacheco Union ESD . . . . .	02	B
Mountain Union ESD . . . . .	02	B	Northern Humboldt Union HSD . . . . .	01	A	Pacific ESD . . . . .	09	A
Mountain Valley USD . . . . .	02	A	Norwalk-La Mirada USD . . . . .	24		Pacific Grove USD . . . . .	09	B
Mountain View ESD . . . . .	16	B	Novato USD . . . . .	03	D	Pacific Union ESD . . . . .	01	A
Mountain View ESD . . . . .	23	B	Nuestro ESD . . . . .	04	C	Pacific Union ESD . . . . .	10	B

## Alphabetical Index of School Districts and Corresponding CSBA Region Number

Pacifica SD . . . . .	05 B	Placerville Union ESD . . . . .	06 C	Reef-Sunset USD . . . . .	10 C
Pajaro Valley USD . . . . .	09 A	Plainsburg Union ESD . . . . .	08 D	Rescue Union ESD . . . . .	06 C
Palermo Union ESD . . . . .	04 B	Planada ESD . . . . .	08 D	Rialto USD . . . . .	16 B
Palm Springs USD . . . . .	18 A	Plaza ESD . . . . .	04 A	Richfield ESD . . . . .	04 A
Palmdale ESD . . . . .	22	Pleasant Grove Joint Union ESD . . . . .	04 C	Richgrove ESD . . . . .	12 A
Palo Alto USD . . . . .	20	Pleasant Ridge Union ESD . . . . .	04 D	Richland SD . . . . .	12 B
Palo Verde Union ESD . . . . .	12 A	Pleasant Valley Joint Union ESD . . . . .	09 C	Richmond ESD . . . . .	02 C
Palo Verde USD . . . . .	18 A	Pleasant Valley SD . . . . .	11 B	Rim of the World USD . . . . .	16 B
Palos Verdes Peninsula USD . . . . .	24	Pleasant View ESD . . . . .	12 A	Rincon Valley Union ESD . . . . .	03 A
Panama-Buena Vista Union SD . . . . .	12 B	Pleasanton USD . . . . .	07 B	Rio Bravo-Greeley Union ESD . . . . .	12 B
Panoche ESD . . . . .	09 A	Plumas County & USD . . . . .	02 C	Rio Dell ESD . . . . .	01 A
Paradise ESD . . . . .	08 C	Plumas Lake ESD . . . . .	04 C	Rio ESD . . . . .	11 B
Paradise USD . . . . .	04 B	Point Arena Schools . . . . .	01 B	Ripon USD . . . . .	08 A
Paramount USD . . . . .	24	Pollock Pines ESD . . . . .	06 C	River Delta USD . . . . .	06 B
Parlier USD . . . . .	10 B	Pomona USD . . . . .	23 C	Riverbank USD . . . . .	08 C
Pasadena USD . . . . .	23 A	Pond Union ESD . . . . .	12 B	Riverdale Joint USD . . . . .	10 B
Paso Robles Joint USD . . . . .	09 C	Pope Valley Union SD . . . . .	03 B	Riverside COE . . . . .	18 A
Patterson Joint USD . . . . .	08 C	Porterville USD . . . . .	12 A	Riverside USD . . . . .	18 A
Peninsula Union ESD . . . . .	01 A	Portola Valley ESD . . . . .	05 B	Roberts Ferry Union ESD . . . . .	08 C
Penn Valley Union ESD . . . . .	04 D	Potter Valley Community USD . . . . .	01 B	Robla ESD . . . . .	06 B
Perris ESD . . . . .	18 A	Poway USD . . . . .	17	Rockford ESD . . . . .	12 A
Perris Union HSD . . . . .	18 A	Princeton Joint USD . . . . .	04 A	Rocklin USD . . . . .	04 D
Petaluma City ESD & Joint Union HSD . . . . .	03 A	Raisin City ESD . . . . .	10 B	Romoland ESD . . . . .	18 A
Piedmont City USD . . . . .	07 B	Ramona USD . . . . .	17	Rosedale Union ESD . . . . .	12 B
Pierce Joint USD . . . . .	04 C	Rancho Santa Fe ESD . . . . .	17	Roseland SD . . . . .	03 A
Pine Ridge ESD . . . . .	10 B	Ravendale-Termo ESD . . . . .	02 C	Rosemead ESD . . . . .	23 B
Piner-Olivet Union ESD . . . . .	03 A	Ravenswood City ESD . . . . .	05 B	Roseville City SD . . . . .	04 D
Pioneer Union ESD . . . . .	04 B	Raymond-Knowles Union ESD . . . . .	10 A	Roseville Joint Union HSD . . . . .	04 D
Pioneer Union ESD . . . . .	06 C	Red Bluff Joint Union HSD . . . . .	04 A	Ross ESD . . . . .	03 D
Pioneer Union ESD . . . . .	10 C	Red Bluff Union ESD . . . . .	04 A	Ross Valley SD . . . . .	03 D
Pittsburg USD . . . . .	07 A	Redding ESD . . . . .	02 B	Round Valley Joint ESD . . . . .	16 A
Pixley Union ESD . . . . .	12 A	Redlands USD . . . . .	16 B	Round Valley USD . . . . .	01 B
Placentia-Yorba Linda USD . . . . .	15	Redondo Beach USD . . . . .	24	Rowland USD . . . . .	23 B
Placer COE . . . . .	04 D	Redwood City ESD . . . . .	05 B	Sacramento City USD . . . . .	06 B
Placer Hills Union ESD . . . . .	04 D	Reed Union ESD . . . . .	03 D	Sacramento COE . . . . .	06 B
Placer Union HSD . . . . .	04 D	Reeds Creek ESD . . . . .	04 A	Saddleback Valley USD . . . . .	15

## Alphabetical Index of School Districts and Corresponding CSBA Region Number

Salida Union SD . . . . .	08	C	San Ysidro ESD . . . . .	17	Shasta Union ESD . . . . .	02	B
Salinas City ESD . . . . .	09	B	Sanger USD . . . . .	10	Shasta Union HSD . . . . .	02	B
Salinas Union HSD . . . . .	09	B	Santa Ana USD . . . . .	15	Shiloh ESD . . . . .	08	C
San Antonio Union ESD . . . . .	09	B	Santa Barbara COE . . . . .	11	Shoreline USD . . . . .	03	D
San Ardo Union ESD . . . . .	09	B	Santa Barbara USD . . . . .	11	Sierra County/Sierra-Plumas Jt. USD . . .	04	D
San Benito COE . . . . .	09	A	Santa Clara COE . . . . .	20	Sierra Sands USD . . . . .	12	B
San Benito HSD . . . . .	09	A	Santa Clara ESD . . . . .	11	Sierra USD . . . . .	10	B
San Bernardino City USD . . . . .	16	B	Santa Clara USD . . . . .	20	Silver Fork ESD . . . . .	06	C
San Bernardino COE . . . . .	16	B	Santa Cruz City Schools . . . . .	09	Silver Valley USD . . . . .	16	B
San Bruno Park ESD . . . . .	05	B	Santa Cruz COE . . . . .	09	Simi Valley USD . . . . .	11	B
San Carlos ESD . . . . .	05	B	Santa Maria Joint Union HSD . . . . .	11	Siskiyou COE . . . . .	02	A
San Diego COE . . . . .	17		Santa Maria-Bonita SD . . . . .	11	Siskiyou Union HSD . . . . .	02	A
San Diego USD . . . . .	17		Santa Monica-Malibu USD . . . . .	24	Snelling-Merced Falls Union ESD . . . . .	08	D
San Dieguito Union HSD . . . . .	17		Santa Paula USD . . . . .	11	Snowline Joint USD . . . . .	16	B
San Francisco County & USD . . . . .	05	A	Santa Rita Union ESD . . . . .	09	Solana Beach ESD . . . . .	17	
San Gabriel USD . . . . .	23	A	Santa Rosa City Schools . . . . .	03	Solano COE . . . . .	03	C
San Jacinto USD . . . . .	18	A	Santa Ynez Valley Union HSD . . . . .	11	Soledad USD . . . . .	09	B
San Joaquin COE . . . . .	08	A	Santee SD . . . . .	17	Solvang ESD . . . . .	11	A
San Jose USD . . . . .	20		Saratoga Union ESD . . . . .	20	Somis Union ESD . . . . .	11	B
San Juan USD . . . . .	06	B	Saucelito ESD . . . . .	12	Sonoma COE . . . . .	03	A
San Leandro USD . . . . .	07	B	Saugus Union ESD . . . . .	22	Sonoma Valley USD . . . . .	03	A
San Lorenzo USD . . . . .	07	B	Sausalito Marin City SD . . . . .	03	Sonora SD . . . . .	08	B
San Lorenzo Valley USD . . . . .	09	A	Savanna ESD . . . . .	15	Sonora Union HSD . . . . .	08	B
San Lucas Union ESD . . . . .	09	B	Scotia Union ESD . . . . .	01	Soquel Union ESD . . . . .	09	A
San Luis Coastal USD . . . . .	09	C	Scott Valley USD . . . . .	02	Soulsbyville ESD . . . . .	08	B
San Luis Obispo COE . . . . .	09	C	Scotts Valley USD . . . . .	09	South Bay Union ESD . . . . .	01	A
San Marcos USD . . . . .	17		Sebastopol Union ESD . . . . .	03	South Bay Union SD . . . . .	17	
San Marino USD . . . . .	23	A	Seeley Union ESD . . . . .	18	South Coast ROP . . . . .	15	
San Mateo COE . . . . .	05	B	Seiad ESD . . . . .	02	South Fork Union SD . . . . .	12	B
San Mateo Union HSD . . . . .	05	B	Selma USD . . . . .	10	South Monterey County Joint Union HSD	09	B
San Mateo-Foster City SD . . . . .	05	B	Semitropic ESD . . . . .	12	South Pasadena USD . . . . .	23	A
San Miguel Joint Union ESD . . . . .	09	C	Sequoia Union ESD . . . . .	12	South San Francisco USD . . . . .	05	B
San Pasqual Union SD . . . . .	17		Sequoia Union HSD . . . . .	05	South Whittier ESD . . . . .	24	
San Pasqual Valley USD . . . . .	18	B	Shaffer Union SD . . . . .	02	Southeast ROP . . . . .	21	
San Rafael City Schools . . . . .	03	D	Shandon Joint USD . . . . .	09	Southern California ROC . . . . .	21	
San Ramon Valley USD . . . . .	07	A	Shasta COE . . . . .	02	Southern Humboldt Joint USD . . . . .	01	A

## Alphabetical Index of School Districts and Corresponding CSBA Region Number

Southern Kern USD . . . . .	12 B	Terra Bella Union ESD . . . . .	12 A	Val Verde USD . . . . .	18 A
Southern Trinity Joint USD . . . . .	02 A	Thermalito Union SD . . . . .	04 B	Valle Lindo ESD . . . . .	23 B
Southside ESD . . . . .	09 A	Three Rivers Union ESD . . . . .	12 A	Vallecito Union ESD . . . . .	08 B
Spencer Valley ESD . . . . .	17	Tipton ESD . . . . .	12 A	Vallecitos SD . . . . .	17
Spreckels Union SD . . . . .	09 B	Torrance USD . . . . .	24	Vallejo City USD . . . . .	03 C
Springville Union ESD . . . . .	12 A	Tracy Joint USD . . . . .	08 A	Valley Center-Pauma USD . . . . .	17
St. Helena USD . . . . .	03 B	Traver Joint ESD . . . . .	12 A	Valley Home Joint ESD . . . . .	08 C
Standard ESD . . . . .	12 B	Travis USD . . . . .	03 C	Valley ROP . . . . .	10 B
Stanislaus COE . . . . .	08 C	Tres Pinos Union ESD . . . . .	09 A	Ventura COE . . . . .	11 B
Stanislaus Union ESD . . . . .	08 C	Tri-Cities ROP . . . . .	21	Ventura USD . . . . .	11 B
Stockton USD . . . . .	08 A	Trinidad Union ESD . . . . .	01 A	Victor ESD . . . . .	16 B
Stone Corral ESD . . . . .	12 A	Trinity Alps USD . . . . .	02 A	Victor Valley Union HSD . . . . .	16 B
Stony Creek Joint USD . . . . .	04 A	Trinity Center ESD . . . . .	02 A	Vineland ESD . . . . .	12 B
Strathmore Union ESD . . . . .	12 A	Trinity COE . . . . .	02 A	Visalia USD . . . . .	12 A
Sulphur Springs Union SD . . . . .	22	Tri-Valley ROP . . . . .	07 B	Vista Del Mar Union SD . . . . .	11 A
Summersville ESD . . . . .	08 B	Trona Joint USD . . . . .	16 B	Vista USD . . . . .	17
Summersville Union HSD . . . . .	08 B	Tulare City SD . . . . .	12 A	Walnut Creek ESD . . . . .	07 A
Sundale Union ESD . . . . .	12 A	Tulare COE . . . . .	12 A	Walnut Valley USD . . . . .	23 B
Sunnyside Union ESD . . . . .	12 A	Tulare Joint Union HSD . . . . .	12 A	Warner USD . . . . .	17
Sunnyvale SD . . . . .	20	Tulelake Basin Joint USD . . . . .	02 A	Wasco Union ESD . . . . .	12 B
Sunol Glen USD . . . . .	07 B	Tuolumne COE . . . . .	08 B	Wasco Union HSD . . . . .	12 B
Surprise Valley Joint USD . . . . .	02 A	Turlock USD . . . . .	08 C	Washington Colony ESD . . . . .	10 B
Susanville SD . . . . .	02 C	Tustin USD . . . . .	15	Washington Union ESD . . . . .	09 B
Sutter COE . . . . .	04 C	Twain Harte SD . . . . .	08 B	Washington USD . . . . .	10 B
Sutter Union HSD . . . . .	04 C	Twin Hills Union ESD . . . . .	03 A	Washington USD . . . . .	06 A
Sweetwater Union HSD . . . . .	17	Twin Ridges ESD . . . . .	04 D	Waterford USD . . . . .	08 C
Sylvan Union ESD . . . . .	08 C	Twin Rivers USD . . . . .	06 B	Waugh ESD . . . . .	03 A
Taft City SD . . . . .	12 B	Two Rock Union SD . . . . .	03 A	Waukena Joint Union ESD . . . . .	12 A
Taft Union HSD . . . . .	12 B	Ukiah USD . . . . .	01 B	Weaver Union SD . . . . .	08 D
Tahoe-Truckee USD . . . . .	04 D	Union ESD . . . . .	20	Weed Union ESD . . . . .	02 A
Tamalpais Union HSD . . . . .	03 D	Union Hill ESD . . . . .	04 D	West Contra Costa USD . . . . .	07 A
Tehachapi USD . . . . .	12 B	Union Joint ESD . . . . .	03 D	West Covina USD . . . . .	23 C
Tehama COE . . . . .	04 A	Upland USD . . . . .	16 B	West Park ESD . . . . .	10 B
Temecula Valley USD . . . . .	18 A	Upper Lake Union ESD . . . . .	01 B	West Side ROP . . . . .	12 B
Temple City USD . . . . .	23 A	Upper Lake Union HSD . . . . .	01 B	West Side Union ESD . . . . .	03 A
Templeton USD . . . . .	09 C	Vacaville USD . . . . .	03 C	West Sonoma County Union HSD . . . . .	03 A

## Alphabetical Index of School Districts and Corresponding CSBA Region Number

Western Placer USD . . . . .	04	D
Westminster SD . . . . .	15	
Westmorland Union ESD . . . . .	18	B
Westside ESD . . . . .	10	B
Westside Union ESD . . . . .	22	
Westwood USD . . . . .	02	C
Wheatland ESD . . . . .	04	C
Wheatland Union HSD . . . . .	04	C
Whitmore Union ESD . . . . .	02	B
Whittier City ESD . . . . .	24	
Whittier Union HSD . . . . .	24	
William S. Hart Union HSD . . . . .	22	
Williams USD . . . . .	04	C
Willits USD . . . . .	01	B
Willow Creek ESD . . . . .	02	A
Willow Grove Union ESD . . . . .	09	A
Willows USD . . . . .	04	A
Wilmar Union ESD . . . . .	03	A
Wilsona SD . . . . .	22	
Windsor USD . . . . .	03	A
Winship-Robbins ESD . . . . .	04	C
Winters Joint USD . . . . .	06	A
Winton SD . . . . .	08	D
Wiseburn USD . . . . .	24	
Woodlake USD . . . . .	12	A
Woodland Joint USD . . . . .	06	A
Woodside ESD . . . . .	05	B
Woodville ESD . . . . .	12	A
Wright ESD . . . . .	03	A
Yolo COE . . . . .	06	A
Yosemite USD . . . . .	10	A
Yreka Union ESD . . . . .	02	A
Yreka Union HSD . . . . .	02	A
Yuba City USD . . . . .	04	C
Yuba COE . . . . .	04	C
Yucaipa-Calimesa Joint USD . . . . .	16	B

## **BOARD AGENDA ITEM**

Name of Contributor: Lisa Cline

Date of Meeting: 12/9/15

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

### **Oxnard School District 2015-2016 First Interim Report (Period Ending October 31, 2015) (Cline/Penanhoat)**

The Oxnard School District First Interim Report for Fiscal Year 2015-2016 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 2015-2016 First Interim Report (Period Ending October 31, 2015).

#### **ADDITIONAL MATERIAL**

Attached: Oxnard School District 2015-2016 First Interim Report (128 pages)



2015-16  
1<sup>st</sup> Interim Report  
(period ending October 31, 2015)



Board Meeting of  
December 9, 2015

Prepared by:  
Lisa Cline, Assistant Superintendent  
Business & Fiscal Services

Janet Penanhoat, Director of Finance

**Mission:**

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

**Vision:**

*Empowering all children to achieve excellence*

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# OXNARD SCHOOL DISTRICT

## First Interim Report 2015-2016

Education Code 42130 provides that the district submit a First Interim Report to the governing board of the district that covers the financial and budgetary status of the district for the period ending October 31, 2015.

Education Code 42131(a) (1) further states that “pursuant to the reports required by Section 42130, the governing board of each school district shall certify, in writing, within 45 days after the close of the period being reported, whether or not the school district is able to meet its financial obligations for the remainder of the fiscal year, and based on current forecasts, for the subsequent fiscal year.”

In keeping with the provision, the district is providing in the enclosed document the following:

- District Certification of Interim Report (POSITIVE)
- Summary Review of School District First Interim Report
- Average Daily Attendance Form
- General Fund Summary
- Actual and Projected Cash Flows
- School District Criteria & Standard Summary Review
- Enrollment History

### **OTHER FUNDS**

The Other Funds of the district are substantially unchanged from that presented in the Adopted Budget.

### **MULTI-YEAR PROJECTIONS**

Beginning on page 92 are the projections for the 2016-17 and 2017-18 fiscal years. The School Services of California Dartboard was used to determine net changes to projected COLA. Current ADA projection models were used to determine projected future ADA. Any changes in the ADA projection model, and corresponding changes in projected ADA, will be reflected at the 2<sup>nd</sup> Interim Report.

### **SUMMARY**

Budget updates will occur on a regular basis. The 2<sup>nd</sup> Interim Report will be presented to the Board of Trustees by March 15, 2016.

All projections are based upon information available at this point in time and are subject to change as further information becomes available.

### **RECOMMENDATION**

**For purpose of meeting the First Interim Reporting Guidelines, it is recommended that the Board accept the First Interim Report as presented and authorize the filing of a Positive Certification with the Ventura County Office of Education.**

NOTICE OF CRITERIA AND STANDARDS REVIEW. This interim report was based upon and reviewed using the state-adopted Criteria and Standards. (Pursuant to Education Code (EC) sections 33129 and 42130)

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
District Superintendent or Designee

NOTICE OF INTERIM REVIEW. All action shall be taken on this report during a regular or authorized special meeting of the governing board.

To the County Superintendent of Schools:

This interim report and certification of financial condition are hereby filed by the governing board of the school district. (Pursuant to EC Section 42131)

Meeting Date: December 09, 2015 Signed: \_\_\_\_\_  
President of the Governing Board

**CERTIFICATION OF FINANCIAL CONDITION**

POSITIVE CERTIFICATION

As President of the Governing Board of this school district, I certify that based upon current projections this district will meet its financial obligations for the current fiscal year and subsequent two fiscal years.

QUALIFIED CERTIFICATION

As President of the Governing Board of this school district, I certify that based upon current projections this district may not meet its financial obligations for the current fiscal year or two subsequent fiscal years.

NEGATIVE CERTIFICATION

As President of the Governing Board of this school district, I certify that based upon current projections this district will be unable to meet its financial obligations for the remainder of the current fiscal year or for the subsequent fiscal year.

Contact person for additional information on the interim report:

Name: Janet Penanhoat Telephone: 805-385-1501 x2455  
Title: Director of Finance E-mail: jpenanhoat@oxnardsd.org

**Criteria and Standards Review Summary**

The following summary is automatically completed based on data provided in the Criteria and Standards Review form (Form 01CSI). Criteria and standards that are "Not Met," and supplemental information and additional fiscal indicators that are "Yes," may indicate areas of potential concern, which could affect the interim report certification, and should be carefully reviewed.

CRITERIA AND STANDARDS			Met	Not Met
1	Average Daily Attendance	Funded ADA for any of the current or two subsequent fiscal years has not changed by more than two percent since budget adoption.	X	

<b>CRITERIA AND STANDARDS (continued)</b>			<b>Met</b>	<b>Not Met</b>
2	Enrollment	Projected enrollment for any of the current or two subsequent fiscal years has not changed by more than two percent since budget adoption.	X	
3	ADA to Enrollment	Projected second period (P-2) ADA to enrollment ratio for the current and two subsequent fiscal years is consistent with historical ratios.	X	
4	Local Control Funding Formula (LCFF)	Projected LCFF for any of the current or two subsequent fiscal years has not changed by more than two percent since budget adoption.		X
5	Salaries and Benefits	Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures has not changed by more than the standard for the current and two subsequent fiscal years.	X	
6a	Other Revenues	Projected operating revenues (federal, other state, other local) for the current and two subsequent fiscal years have not changed by more than five percent since budget adoption.		X
6b	Other Expenditures	Projected operating expenditures (books and supplies, services and other expenditures) for the current and two subsequent fiscal years have not changed by more than five percent since budget adoption.		X
7	Ongoing and Major Maintenance Account	If applicable, changes occurring since budget adoption meet the required contribution to the ongoing and major maintenance account (i.e., restricted maintenance account).	X	
8	Deficit Spending	Unrestricted deficit spending, if any, has not exceeded the standard in any of the current or two subsequent fiscal years.	X	
9a	Fund Balance	Projected general fund balance will be positive at the end of the current and two subsequent fiscal years.	X	
9b	Cash Balance	Projected general fund cash balance will be positive at the end of the current fiscal year.	X	
10	Reserves	Available reserves (e.g., reserve for economic uncertainties, unassigned/unappropriated amounts) meet minimum requirements for the current and two subsequent fiscal years.	X	

<b>SUPPLEMENTAL INFORMATION</b>			<b>No</b>	<b>Yes</b>
S1	Contingent Liabilities	Have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) occurred since budget adoption that may impact the budget?	X	
S2	Using One-time Revenues to Fund Ongoing Expenditures	Are there ongoing general fund expenditures funded with one-time revenues that have changed since budget adoption by more than five percent?	X	
S3	Temporary Interfund Borrowings	Are there projected temporary borrowings between funds?		X
S4	Contingent Revenues	Are any projected revenues for any of the current or two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?	X	
S5	Contributions	Have contributions from unrestricted to restricted resources, or transfers to or from the general fund to cover operating deficits, changed since budget adoption by more than \$20,000 and more than 5% for any of the current or two subsequent fiscal years?		X

<b>SUPPLEMENTAL INFORMATION (continued)</b>			<b>No</b>	<b>Yes</b>
S6	Long-term Commitments	Does the district have long-term (multiyear) commitments or debt agreements?		X
		• If yes, have annual payments for the current or two subsequent fiscal years increased over prior year's (2014-15) annual payment?	X	
		• If yes, will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?	X	
S7a	Postemployment Benefits Other than Pensions	Does the district provide postemployment benefits other than pensions (OPEB)?		X
		• If yes, have there been changes since budget adoption in OPEB liabilities?	X	
S7b	Other Self-insurance Benefits	Does the district operate any self-insurance programs (e.g., workers' compensation)?	X	
		• If yes, have there been changes since budget adoption in self-insurance liabilities?	n/a	
S8	Status of Labor Agreements	As of first interim projections, are salary and benefit negotiations still unsettled for:		
		• Certificated? (Section S8A, Line 1b)	X	
		• Classified? (Section S8B, Line 1b)	X	
		• Management/supervisor/confidential? (Section S8C, Line 1b)	X	
S8	Labor Agreement Budget Revisions	For negotiations settled since budget adoption, per Government Code Section 3547.5(c), are budget revisions still needed to meet the costs of the collective bargaining agreement(s) for:		
		• Certificated? (Section S8A, Line 3)	n/a	
		• Classified? (Section S8B, Line 3)	n/a	
S9	Status of Other Funds	Are any funds other than the general fund projected to have a negative fund balance at the end of the current fiscal year?	X	

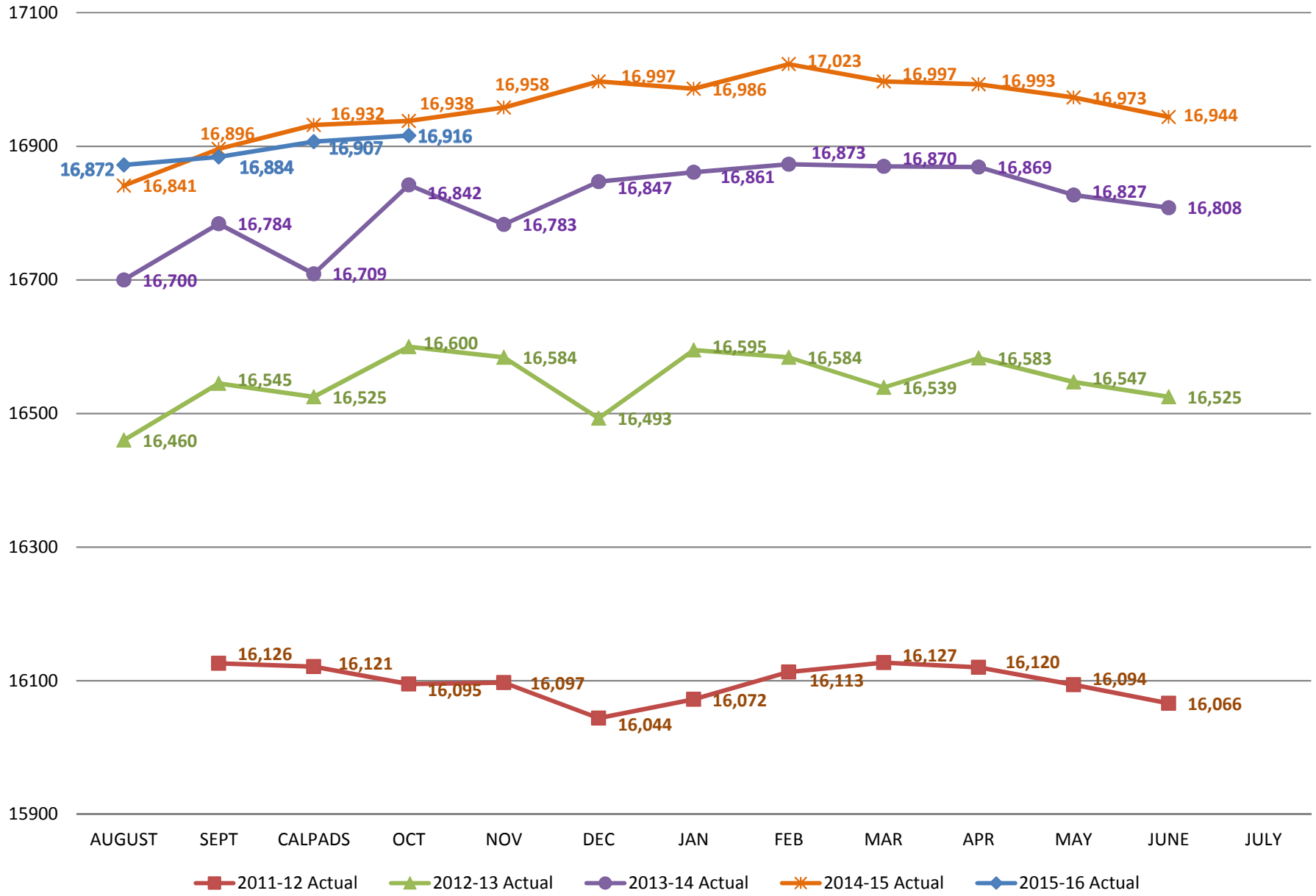
<b>ADDITIONAL FISCAL INDICATORS</b>			<b>No</b>	<b>Yes</b>
A1	Negative Cash Flow	Do cash flow projections show that the district will end the current fiscal year with a negative cash balance in the general fund?	X	
A2	Independent Position Control	Is personnel position control independent from the payroll system?		X
A3	Declining Enrollment	Is enrollment decreasing in both the prior and current fiscal years?	X	
A4	New Charter Schools Impacting District Enrollment	Are any new charter schools operating in district boundaries that are impacting the district's enrollment, either in the prior or current fiscal year?	X	
A5	Salary Increases Exceed COLA	Has the district entered into a bargaining agreement where any of the current or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?	X	
A6	Uncapped Health Benefits	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?	X	
A7	Independent Financial System	Is the district's financial system independent from the county office system?	X	
A8	Fiscal Distress Reports	Does the district have any reports that indicate fiscal distress? If yes, provide copies to the COE, pursuant to EC 42127.6(a).	X	
A9	Change of CBO or Superintendent	Have there been personnel changes in the superintendent or chief business official (CBO) positions within the last 12 months?	X	

G = General Ledger Data; S = Supplemental Data

Form	Description	Data Supplied For:			
		2015-16 Original Budget	2015-16 Board Approved Operating Budget	2015-16 Actuals to Date	2015-16 Projected Totals
01I	General Fund/County School Service Fund	GS	GS	GS	GS
09I	Charter Schools Special Revenue Fund				
10I	Special Education Pass-Through Fund				
11I	Adult Education Fund				
12I	Child Development Fund	G	G	G	G
13I	Cafeteria Special Revenue Fund	G	G	G	G
14I	Deferred Maintenance Fund				
15I	Pupil Transportation Equipment Fund				
17I	Special Reserve Fund for Other Than Capital Outlay Projects	G	G	G	G
18I	School Bus Emissions Reduction Fund				
19I	Foundation Special Revenue Fund				
20I	Special Reserve Fund for Postemployment Benefits				
21I	Building Fund	G	G	G	G
25I	Capital Facilities Fund	G	G	G	G
30I	State School Building Lease-Purchase Fund				
35I	County School Facilities Fund	G	G	G	G
40I	Special Reserve Fund for Capital Outlay Projects				
49I	Capital Project Fund for Blended Component Units				
51I	Bond Interest and Redemption Fund	G	G	G	G
52I	Debt Service Fund for Blended Component Units				
53I	Tax Override Fund				
56I	Debt Service Fund				
57I	Foundation Permanent Fund				
61I	Cafeteria Enterprise Fund				
62I	Charter Schools Enterprise Fund				
63I	Other Enterprise Fund				
66I	Warehouse Revolving Fund				
67I	Self-Insurance Fund				
71I	Retiree Benefit Fund	G	G	G	G
73I	Foundation Private-Purpose Trust Fund				
AI	Average Daily Attendance	S	S		S
CASH	Cashflow Worksheet				
CHG	Change Order Form				
CI	Interim Certification				S
ICR	Indirect Cost Rate Worksheet				
MYPI	Multiyear Projections - General Fund				GS
NCMOE	No Child Left Behind Maintenance of Effort				G
SIAI	Summary of Interfund Activities - Projected Year Totals				G
01CSI	Criteria and Standards Review				S



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



Description	ESTIMATED FUNDED ADA Original Budget (A)	ESTIMATED FUNDED ADA Board Approved Operating Budget (B)	ESTIMATED P-2 REPORT ADA Projected Year Totals (C)	ESTIMATED FUNDED ADA Projected Year Totals (D)	DIFFERENCE (Col. D - B) (E)	PERCENTAGE DIFFERENCE (Col. E / B) (F)
<b>A. DISTRICT</b>						
<b>1. Total District Regular ADA</b> Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (includes Necessary Small School ADA)	16,400.44	16,400.44	16,375.18	16,375.18	(25.26)	0%
<b>2. Total Basic Aid Choice/Court Ordered Voluntary Pupil Transfer Regular ADA</b> Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)	0.00	0.00	0.00	0.00	0.00	0%
<b>3. Total Basic Aid Open Enrollment Regular ADA</b> Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)	0.00	0.00	0.00	0.00	0.00	0%
<b>4. Total, District Regular ADA (Sum of Lines A1 through A3)</b>	16,400.44	16,400.44	16,375.18	16,375.18	(25.26)	0%
<b>5. District Funded County Program ADA</b>						
a. County Community Schools per EC 1981(a)(b)&(d)	0.00	0.00	0.00	0.00	0.00	0%
b. Special Education-Special Day Class	63.79	63.79	63.79	63.79	0.00	0%
c. Special Education-NPS/LCI	0.00	0.00	0.00	0.00	0.00	0%
d. Special Education Extended Year	0.00	0.00	0.00	0.00	0.00	0%
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools, Technical, Agricultural, and Natural Resource Conservation Schools	0.00	0.00	0.00	0.00	0.00	0%
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]	0.00	0.00	0.00	0.00	0.00	0%
<b>g. Total, District Funded County Program ADA (Sum of Lines A5a through A5f)</b>	63.79	63.79	63.79	63.79	0.00	0%
<b>6. TOTAL DISTRICT ADA (Sum of Line A4 and Line A5g)</b>	16,464.23	16,464.23	16,438.97	16,438.97	(25.26)	0%
<b>7. Adults in Correctional Facilities</b>	0.00	0.00	0.00	0.00	0.00	0%
<b>8. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)</b>						

Description	ESTIMATED FUNDED ADA Original Budget (A)	ESTIMATED FUNDED ADA Board Approved Operating Budget (B)	ESTIMATED P-2 REPORT ADA Projected Year Totals (C)	ESTIMATED FUNDED ADA Projected Year Totals (D)	DIFFERENCE (Col. D - B) (E)	PERCENTAGE DIFFERENCE (Col. E / B) (F)
<b>B. COUNTY OFFICE OF EDUCATION</b>						
<b>1. County Program Alternative Education ADA</b>						
a. County Group Home and Institution Pupils	0.00	0.00	0.00	0.00	0.00	0%
b. Juvenile Halls, Homes, and Camps	0.00	0.00	0.00	0.00	0.00	0%
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]	0.00	0.00	0.00	0.00	0.00	0%
<b>d. Total, County Program Alternative Education ADA (Sum of Lines B1a through B1c)</b>	0.00	0.00	0.00	0.00	0.00	0%
<b>2. District Funded County Program ADA</b>						
a. County Community Schools per EC 1981(a)(b)&(d)	0.00	0.00	0.00	0.00	0.00	0%
b. Special Education-Special Day Class	0.00	0.00	0.00	0.00	0.00	0%
c. Special Education-NPS/LCI	0.00	0.00	0.00	0.00	0.00	0%
d. Special Education Extended Year	0.00	0.00	0.00	0.00	0.00	0%
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools, Technical, Agricultural, and Natural Resource Conservation Schools	0.00	0.00	0.00	0.00	0.00	0%
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]	0.00	0.00	0.00	0.00	0.00	0%
<b>g. Total, District Funded County Program ADA (Sum of Lines B2a through B2f)</b>	0.00	0.00	0.00	0.00	0.00	0%
<b>3. TOTAL COUNTY OFFICE ADA (Sum of Lines B1d and B2g)</b>	0.00	0.00	0.00	0.00	0.00	0%
<b>4. Adults in Correctional Facilities</b>	0.00	0.00	0.00	0.00	0.00	0%
<b>5. County Operations Grant ADA</b>	0.00	0.00	0.00	0.00	0.00	0%
<b>6. Charter School ADA</b> (Enter Charter School ADA using Tab C. Charter School ADA)						

Description	ESTIMATED FUNDED ADA Original Budget (A)	ESTIMATED FUNDED ADA Board Approved Operating Budget (B)	ESTIMATED P-2 REPORT ADA Projected Year Totals (C)	ESTIMATED FUNDED ADA Projected Year Totals (D)	DIFFERENCE (Col. D - B) (E)	PERCENTAGE DIFFERENCE (Col. E / B) (F)
<b>C. CHARTER SCHOOL ADA</b>						
Authorizing LEAs reporting charter school SACS financial data in their Fund 01, 09, or 62 use this worksheet to report ADA for those charter schools. Charter schools reporting SACS financial data separately from their authorizing LEAs in Fund 01 or Fund 62 use this worksheet to report their ADA.						
<b>FUND 01: Charter School ADA corresponding to SACS financial data reported in Fund 01.</b>						
<b>1. Total Charter School Regular ADA</b>	0.00	0.00	0.00	0.00	0.00	0%
<b>2. Charter School County Program Alternative Education ADA</b>						
a. County Group Home and Institution Pupils	0.00	0.00	0.00	0.00	0.00	0%
b. Juvenile Halls, Homes, and Camps	0.00	0.00	0.00	0.00	0.00	0%
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]	0.00	0.00	0.00	0.00	0.00	0%
<b>d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C2a through C2c)</b>	0.00	0.00	0.00	0.00	0.00	0%
<b>3. Charter School Funded County Program ADA</b>						
a. County Community Schools per EC 1981(a)(b)&(d)	0.00	0.00	0.00	0.00	0.00	0%
b. Special Education-Special Day Class	0.00	0.00	0.00	0.00	0.00	0%
c. Special Education-NPS/LCI	0.00	0.00	0.00	0.00	0.00	0%
d. Special Education Extended Year	0.00	0.00	0.00	0.00	0.00	0%
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools, Technical, Agricultural, and Natural Resource Conservation Schools	0.00	0.00	0.00	0.00	0.00	0%
<b>f. Total, Charter School Funded County Program ADA (Sum of Lines C3a through C3e)</b>	0.00	0.00	0.00	0.00	0.00	0%
<b>4. TOTAL CHARTER SCHOOL ADA (Sum of Lines C1, C2d, and C3f)</b>	0.00	0.00	0.00	0.00	0.00	0%
<b>FUND 09 or 62: Charter School ADA corresponding to SACS financial data reported in Fund 01 or Fund 62.</b>						
<b>5. Total Charter School Regular ADA</b>	0.00	0.00	0.00	0.00	0.00	0%
<b>6. Charter School County Program Alternative Education ADA</b>						
a. County Group Home and Institution Pupils	0.00	0.00	0.00	0.00	0.00	0%
b. Juvenile Halls, Homes, and Camps	0.00	0.00	0.00	0.00	0.00	0%
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]	0.00	0.00	0.00	0.00	0.00	0%
<b>d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C6a through C6c)</b>	0.00	0.00	0.00	0.00	0.00	0%
<b>7. Charter School Funded County Program ADA</b>						
a. County Community Schools per EC 1981(a)(b)&(d)	0.00	0.00	0.00	0.00	0.00	0%
b. Special Education-Special Day Class	0.00	0.00	0.00	0.00	0.00	0%
c. Special Education-NPS/LCI	0.00	0.00	0.00	0.00	0.00	0%
d. Special Education Extended Year	0.00	0.00	0.00	0.00	0.00	0%
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools, Technical, Agricultural, and Natural Resource Conservation Schools	0.00	0.00	0.00	0.00	0.00	0%
<b>f. Total, Charter School Funded County Program ADA (Sum of Lines C7a through C7e)</b>	0.00	0.00	0.00	0.00	0.00	0%
<b>8. TOTAL CHARTER SCHOOL ADA (Sum of Lines C5, C6d, and C7f)</b>	0.00	0.00	0.00	0.00	0.00	0%
<b>9. TOTAL CHARTER SCHOOL ADA Reported in Fund 01, 09, or 62 (Sum of Lines C4 and C8)</b>	0.00	0.00	0.00	0.00	0.00	0%

**LCFF Calculator Universal Assumptions**  
Oxnard (72538) - 1st Interim Projections

LEA: **Oxnard**  
District

**72538** 5 digit District code or 7 digit School code (from the CDS code)  
 Yes **Did the CDS code exist in 2012-13?**  
**No** Was the school district reorganized and retained the original CDS code? If yes, which year: **N/A**  
 2013-14 First LCFF certification year  
 2014-15 Most recent LCFF certification year

Projection Title: **1st Interim Projections** Projection Date: **11/04/15**

	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
<b>Annual COLA</b> <i>(prefilled as calculated by the Department of Finance, DOF)</i>		1.57%	0.85%	1.02%	1.60%	2.48%	2.87%	
<b>LCFF Gap Closed Percentage</b> <i>(prefilled as calculated by the Department of Finance, DOF)</i>		12.00169574%	30.16016166%	51.52%	35.55%	35.11%	19.88%	
<b>LCFF Gap Closed Percentage - May Revise</b> <i>(prefilled as calculated by the Department of Finance, DOF)</i>		11.75%	28.06%	53.08%	35.55%	35.11%	19.88%	
<b>Statewide 90th percentile rate</b> <i>(used in Economic Recovery Target, ERT, calculation only)</i>		\$ 12,921.15	---	---	---	---	---	---
<b>EPA Entitlement as % of statewide adjusted Revenue Limit</b>	21.5165%	21.1229%	26.6637%	25.0782%	25.0000%	23.0000%	11.0000%	0.0000%

**PER ADA FUNDING LEVELS (calculated at TARGET)**

**Base Grants**

Grades TK-3	\$ 6,952	\$ 7,011	\$ 7,083	\$ 7,196	\$ 7,374	\$ 7,586	\$ 7,586
Grades 4-6	\$ 7,056	\$ 7,116	\$ 7,189	\$ 7,304	\$ 7,485	\$ 7,700	\$ 7,700
Grades 7-8	\$ 7,266	\$ 7,328	\$ 7,403	\$ 7,521	\$ 7,708	\$ 7,929	\$ 7,929
Grades 9-12	\$ 8,419	\$ 8,491	\$ 8,578	\$ 8,715	\$ 8,931	\$ 9,187	\$ 9,187

**Grade Span Adjustment**

Grades TK-3	\$ 724	\$ 729	\$ 737	\$ 748	\$ 767	\$ 789	\$ 789
Grades 9-12	\$ 219	\$ 221	\$ 223	\$ 227	\$ 232	\$ 239	\$ 239

**Supplemental Grant**

	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%
Grades TK-3	\$ 1,535	\$ 1,548	\$ 1,564	\$ 1,589	\$ 1,628	\$ 1,675	\$ 1,675
Grades 4-6	\$ 1,411	\$ 1,423	\$ 1,438	\$ 1,461	\$ 1,497	\$ 1,540	\$ 1,540
Grades 7-8	\$ 1,453	\$ 1,466	\$ 1,481	\$ 1,504	\$ 1,542	\$ 1,586	\$ 1,586
Grades 9-12	\$ 1,728	\$ 1,742	\$ 1,760	\$ 1,788	\$ 1,833	\$ 1,885	\$ 1,885

**Concentration Grant (>55% population)**

	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%
Grades TK-3	\$ 3,838	\$ 3,870	\$ 3,910	\$ 3,972	\$ 4,071	\$ 4,188	\$ 4,188
Grades 4-6	\$ 3,528	\$ 3,558	\$ 3,595	\$ 3,652	\$ 3,743	\$ 3,850	\$ 3,850
Grades 7-8	\$ 3,633	\$ 3,664	\$ 3,702	\$ 3,761	\$ 3,854	\$ 3,965	\$ 3,965
Grades 9-12	\$ 4,319	\$ 4,356	\$ 4,401	\$ 4,471	\$ 4,582	\$ 4,713	\$ 4,713

**NECESSARY SMALL SCHOOL SELECTION (if applicable)**

NSS #1	LCFF	LCFF	LCFF	LCFF	LCFF	LCFF	LCFF
NSS #2	LCFF	LCFF	LCFF	LCFF	LCFF	LCFF	LCFF
NSS #3	LCFF	LCFF	LCFF	LCFF	LCFF	LCFF	LCFF
NSS #4	LCFF	LCFF	LCFF	LCFF	LCFF	LCFF	LCFF
NSS #5	LCFF	LCFF	LCFF	LCFF	LCFF	LCFF	LCFF

Created by: **Janet Penanhoat**  
 Email: **jpenanhoat@oxnardsd.org**  
 Phone: **805-385-1501 x2455**

**SCHOOL DISTRICT DATA ELEMENTS REQUIRED TO CALCULATE THE LCFF**

**Oxnard (72538) - 1st Interim Projections**

	2013-14	2014-15	2015-16	2016-17	2017-18
COLA	1.57%	0.85%	1.02%	1.60%	2.48%
GAP Funding rate	12.00%	30.16%	51.52%	35.55%	35.11%
<b>Estimated Property Taxes (with RDA)</b>	<b>19,168,708</b>	<b>19,466,348</b>	<b>18,210,383</b>	<b>18,210,383</b>	<b>18,210,383</b>
Less In-Lieu transfer	\$ -	\$ -	\$ -	\$ -	\$ -
Total Local Revenue	\$ 19,168,708	\$ 19,466,348	\$ 18,210,383	\$ 18,210,383	\$ 18,210,383
Statewide 90th percentile rate	\$ 12,921.15	---	---	---	---

**UNDUPLICATED PUPIL PERCENTAGE**

	2013-14	2014-15	2015-16	2016-17	2017-18
District Enrollment	16,803	16,916	16,959	16,959	16,959
COE Enrollment	69	66	66	66	66
Total Enrollment	16,872	16,982	17,025	17,025	17,025
District Unduplicated Pupil Count	15,125	14,924	14,924	14,924	14,924
COE Unduplicated Pupil Count	50	46	46	46	46
Total Unduplicated Pupil Count	15,175	14,970	14,970	14,970	14,970
	<i>1-yr</i>	<i>2-yr</i>	<i>3-yr</i>	<i>3-yr rolling</i>	<i>3-yr rolling</i>
	<i>percentage</i>	<i>percentage</i>	<i>percentage</i>	<i>percentage</i>	<i>percentage</i>
Single Year Unduplicated Pupil Percentage	89.94%	88.15%	87.93%	87.93%	87.93%
<b>Unduplicated Pupil Percentage (%)</b>	<b>89.94%</b>	<b>89.04%</b>	<b>88.67%</b>	<b>88.00%</b>	<b>87.93%</b>

**AVERAGE DAILY ATTENDANCE (ADA)**

Enter ADA. Calculator will use greater of total current or prior year ADA. For Unified Districts that received Charter School General Purpose BG offset: enter **ONLY** the District's ADA, not the Charter School's ADA.

Enter Regular ADA by grade span. Enter 'Ungraded' ADA EITHER by grade span OR on the Ungraded rows

ADA	ADA to use:	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18
Grades TK-3	B-1	7,588.47	7,757.94	7,775.85	7,569.42	7,569.42	7,569.42
Grades 4-6	B-2	5,136.95	5,230.70	5,339.71	5,517.18	5,517.18	5,517.18
Grades 7-8	B-3	3,269.77	3,319.25	3,271.14	3,273.34	3,273.34	3,273.34
Grades 9-12	B-4	-	-	-	-	-	-
Ungraded (enter here OR in spans above)							

**NPS, NPS-LCI, CDS:**

TK-3	E-1	13.59	6.97	8.34	8.34	8.34
4-6	E-2	3.12	1.16	1.16	1.16	1.16
7-8	E-3	3.87	5.61	5.74	5.74	5.74
9-12	E-4	-	-	-	-	-

**COE operated (Community School, Special Ed):**

TK-3	E-6 & E-11	14.00	17.31	17.31	17.31	17.31
4-6	E-7 & E-12	32.31	27.08	27.08	27.08	27.08
7-8	E-8 & E-13	17.36	19.40	19.40	19.40	19.40
9-12	E-9 & E-14	-	-	-	-	-

**TOTAL** 16,392.14 16,464.23 16,438.97 16,438.97 16,438.97

**CHARTER ADA ADJUSTMENT**

	2013-14	2014-15	2015-16	2016-17	2017-18
ADA transfer: Student from District to Charter (cross fiscal year)					
Grades TK-3	A-6	-	-	-	-
Grades 4-6	A-7	-	-	-	-
Grades 7-8	A-8	-	-	-	-
Grades 9-12	A-9	-	-	-	-

ADA transfer: Student from Charter to District (cross fiscal year)

Grades TK-3	A-11	-	-	-	-
Grades 4-6	A-12	-	-	-	-
Grades 7-8	A-13	-	-	-	-
Grades 9-12	A-14	-	-	-	-

Difference (if diff. < 0, no adj. to PY ADA) - - - - -

**SCHOOL DISTRICT DATA ELEMENTS REQUIRED TO CALCULATE THE LCFF**

**Oxnard (72538) - 1st Interim Projections**

**LCFF ADA**

**Calculator will use greater of total current or prior year ADA where appropriate**

2013-14						
Grade Span	2012-13 P2	2013-14 P2	Funded NSS ADA	NPS, CDS, & COE operated	Distributed (Ungraded)	Total
Grades TK-3	7,588.47	7,757.94	-	27.59	-	7,785.53
Grades 4-6	5,136.95	5,230.70	-	35.43	-	5,266.13
Grades 7-8	3,269.77	3,319.25	-	21.23	-	3,340.48
Grades 9-12	-	-	-	-	-	-
Ungraded	-	-	-	-	-	-
<b>SUBTOTAL</b>	<b>15,995.19</b>	<b>16,307.89</b>				
		312.70				
Declining or Increasing ADA		Increase				
NSS	-	-				
<b>TOTAL ADA</b>	<b>15,995.19</b>	<b>16,307.89</b>	<b>-</b>	<b>84.25</b>	<b>-</b>	<b>16,392.14</b>
2014-15						
Grade Span	2013-14 P2	2014-15 P2	Funded NSS ADA	NPS, CDS, & COE operated		Total
Grades TK-3	7,757.94	7,775.85	-	24.28		7,800.13
Grades 4-6	5,230.70	5,339.71	-	28.24		5,367.95
Grades 7-8	3,319.25	3,271.14	-	25.01		3,296.15
Grades 9-12	-	-	-	-		-
<b>SUBTOTAL</b>	<b>16,307.89</b>	<b>16,386.70</b>				
		78.81				
Declining or Increasing ADA		Increase				
NSS	-	-				
<b>TOTAL ADA</b>	<b>16,307.89</b>	<b>16,386.70</b>	<b>-</b>	<b>77.53</b>	<b>-</b>	<b>16,464.23</b>
2015-16						
Grade Span	2014-15 P2	2015-16 P2	Funded NSS ADA	NPS, CDS, & COE operated		Total
Grades TK-3	7,775.85	7,569.42	-	25.65		7,801.50
Grades 4-6	5,339.71	5,517.18	-	28.24		5,367.95
Grades 7-8	3,271.14	3,273.34	-	25.14		3,296.28
Grades 9-12	-	-	-	-		-
<b>SUBTOTAL</b>	<b>16,386.70</b>	<b>16,359.94</b>				
		(26.76)				
Declining or Increasing ADA		Decline				
NSS	-	-				
<b>TOTAL ADA</b>	<b>16,386.70</b>	<b>16,359.94</b>	<b>-</b>	<b>79.03</b>	<b>-</b>	<b>16,465.73</b>

**SCHOOL DISTRICT DATA ELEMENTS REQUIRED TO CALCULATE THE LCFF**

**Oxnard (72538) - 1st Interim Projections**

Grade Span	2016-17		Funded	NPS, CDS, &	Total
	2015-16 P2	2016-17 P2	NSS ADA	COE operated	
Grades TK-3	7,569.42	7,569.42	-	25.65	7,595.07
Grades 4-6	5,517.18	5,517.18	-	28.24	5,545.42
Grades 7-8	3,273.34	3,273.34	-	25.14	3,298.48
Grades 9-12	-	-	-	-	-
<b>SUBTOTAL</b>	<b>16,359.94</b>	<b>16,359.94</b>			
Declining or Increasing ADA		No Change			
NSS	-	-			
<b>TOTAL ADA</b>	<b>16,359.94</b>	<b>16,359.94</b>	<b>-</b>	<b>79.03</b>	<b>16,438.97</b>

Grade Span	2017-18		Funded	NPS, CDS, &	Total
	2016-17 P2	2017-18 P2	NSS ADA	COE operated	
Grades TK-3	7,569.42	7,569.42	-	25.65	7,595.07
Grades 4-6	5,517.18	5,517.18	-	28.24	5,545.42
Grades 7-8	3,273.34	3,273.34	-	25.14	3,298.48
Grades 9-12	-	-	-	-	-
<b>SUBTOTAL</b>	<b>16,359.94</b>	<b>16,359.94</b>			
Declining or Increasing ADA		No Change			
NSS	-	-			
<b>TOTAL ADA</b>	<b>16,359.94</b>	<b>16,359.94</b>	<b>-</b>	<b>79.03</b>	<b>16,438.97</b>



Oxnard (72538) - 1st Interim Projections											v16.2b						
<b>LOCAL CONTROL FUNDING FORMULA</b>										<b>2015-16</b>							
CALCULATE LCFF TARGET																	
Unduplicated as % of Enrollment	2 yr average					COLA 89.04%	3 yr average					COLA 1.020%					
ADA	ADA	Base	Gr Span	Supp	Concen		ADA	Base	Gr Span	Supp	Concen	TARGET					
Grades TK-3	7,800.13	7,011	729	1,378	1,317		7,801.50	7,083	737	1,387	1,316	82,097,492					
Grades 4-6	5,367.95	7,116		1,267	1,211		5,367.95	7,189		1,275	1,210	51,930,436					
Grades 7-8	3,296.15	7,328		1,305	1,247		3,296.28	7,403		1,313	1,246	32,838,013					
Grades 9-12	-	8,491	221	1,551	1,483		-	8,578	223	1,561	1,482	-					
Subtract NSS	-	-	-	-	-		-	-	-	-	-	-					
NSS Allowance	-	-	-	-	-		-	-	-	-	-	-					
<b>TOTAL BASE</b>	<b>16,464.23</b>	<b>117,039,230</b>	<b>5,686,295</b>	<b>21,854,962</b>	<b>20,887,885</b>		<b>16,465.73</b>	<b>118,250,579</b>	<b>5,749,706</b>	<b>21,990,211</b>	<b>20,875,447</b>	<b>166,865,943</b>					
Targeted Instructional Improvement Block Grant												500,077					
Home-to-School Transportation												1,209,393					
Small School District Bus Replacement Program												-					
<b>LOCAL CONTROL FUNDING FORMULA (LCFF) TARGET</b>												<b>168,575,413</b>					
<b>ECONOMIC RECOVERY TARGET PAYMENT</b>											1/4	3/8	-				
CALCULATE LCFF FLOOR																	
Current year Funded ADA times Base per ADA						12-13 Rate	14-15 ADA						12-13 Rate	15-16 ADA			
Current year Funded ADA times Other RL per ADA						5,035.32	16,464.23						5,035.32	16,465.73			
Necessary Small School Allowance at 12-13 rates						46.45	16,464.23						46.45	16,465.73			
2012-13 Categoricals														17,222,074			
2012-13 Categorical Program Entitlement Rate per ADA * cy ADA						-	-						-	-			
Less Fair Share Reduction														-			
Non-CDE certified New Charter: District PY rate * CY ADA														-			
Beginning in 2014-15, prior year LCFF gap funding per ADA * cy ADA						\$ 478.47	16,464.23						\$ 1,548.47	16,465.73			
<b>LOCAL CONTROL FUNDING FORMULA (LCFF) FLOOR</b>												<b>25,496,689</b>					
<b>LOCAL CONTROL FUNDING FORMULA (LCFF) FLOOR</b>											<b>126,393,816</b>						
CALCULATE LCFF PHASE-IN ENTITLEMENT																	
LOCAL CONTROL FUNDING FORMULA TARGET											<b>2015/16</b>						
LOCAL CONTROL FUNDING FORMULA FLOOR											168,575,413						
Applied Funding Formula: Floor or Target											126,393,816						
LCFF Need (LCFF Target less LCFF Floor, if positive)											FLOOR						
Current Year Gap Funding											42,181,597						
ECONOMIC RECOVERY PAYMENT											21,731,959						
<b>LCFF Entitlement before Minimum State Aid provision</b>											<b>148,125,775</b>						
CALCULATE STATE AID																	
Transition Entitlement											148,125,775						
Local Revenue (including RDA)											(18,210,383)						
Gross State Aid											129,915,392						
CALCULATE MINIMUM STATE AID																	
2012-13 RL/Charter Gen BG adjusted for ADA											12-13 Rate	14-15 ADA	N/A	12-13 Rate	15-16 ADA	N/A	
2012-13 NSS Allowance (deficit)											5,081.77	16,464.23		5,081.77	16,465.73	83,675,053	
Less Current Year Property Taxes/In Lieu																-	
Subtotal State Aid for Historical RL/Charter General BG											(18,210,383)						
Categorical funding from 2012-13											65,464,670						
Charter Categorical Block Grant adjusted for ADA											17,222,074						
Minimum State Aid Guarantee											-						
<b>Minimum State Aid</b>											<b>82,686,744</b>						
CHARTER SCHOOL MINIMUM STATE AID OFFSET (effective 2014-15)																	
Local Control Funding Formula Floor plus Funded Gap											-						
Minimum State Aid plus Property Taxes including RDA											-						
Offset											-						
Minimum State Aid Prior to Offset											-						
Total Minimum State Aid with Offset											-						
<b>TOTAL STATE AID</b>											<b>129,915,392</b>						
<b>Additional State Aid (Additional SA)</b>											-						
<b>LCFF Phase-In Entitlement (before COE transfer, Choice &amp; Charter Supplemental)</b>											<b>148,125,775</b>						
CHANGE OVER PRIOR YEAR											16.63%	18,017,656		17.20%	21,741,870		
LCFF Entitlement PER ADA																8,996	
PER ADA CHANGE OVER PRIOR YEAR											16.11%	1,065		17.20%	1,320		
LCFF SOURCES INCLUDING EXCESS TAXES																	
State Aid											Increase			Increase		2015-16	
Property Taxes net of in-lieu											19.87%	17,720,016		21.51%	22,997,835		129,915,392
Charter in-Lieu Taxes											1.55%	297,640		-6.45%	(1,255,965)		18,210,383
LCFF pre COE, Choice, Supp											0.00%	-		0.00%	-		-
<b>LCFF pre COE, Choice, Supp</b>											<b>16.63%</b>	<b>18,017,656</b>		<b>17.20%</b>	<b>21,741,870</b>		<b>148,125,775</b>

Oxnard (72538) - 1st Inte		v16.2b						v16.2b					
LOCAL CONTROL FUNDING		2016-17						2017-18					
CALCULATE LCFF TARGET		COLA 1.600%						COLA 2.480%					
Unduplicated as % of Enroll		3 yr average			88.00%			3 yr average			87.93%		
		2016-17						2017-18					
	ADA	Base	Gr Span	Supp	Concen	TARGET	ADA	Base	Gr Span	Supp	Concen	TARGET	
Grades TK-3	7,595.07	7,196	748	1,398	1,311	80,909,552	7,595.07	7,374	767	1,432	1,340	82,885,697	
Grades 4-6	5,545.42	7,304		1,286	1,205	54,315,526	5,545.42	7,485		1,316	1,232	55,641,177	
Grades 7-8	3,298.48	7,521		1,324	1,241	33,267,351	3,298.48	7,708		1,356	1,269	34,082,043	
Grades 9-12	-	8,715	227	1,574	1,475	-	-	8,931	232	1,611	1,509	-	
Subtract NSS	-	-	-	-	-	-	-	-	-	-	-	-	
NSS Allowance	-	-	-	-	-	-	-	-	-	-	-	-	
TOTAL BASE	16,438.97	119,965,740	5,681,112	22,113,847	20,731,730	168,492,429	16,438.97	122,938,199	5,825,419	22,644,369	21,200,930	172,608,917	
Targeted Instructional Impr						500,077						500,077	
Home-to-School Transporta						1,209,393						1,209,393	
Small School District Bus Re						-						-	
LOCAL CONTROL FUNDING						170,201,899						174,318,387	
ECONOMIC RECOVERY TAR						1/2						5/8	
CALCULATE LCFF FLOOR				12-13	16-17				12-13	17-18			
				Rate	ADA				Rate	ADA			
Current year Funded ADA t				5,035.32	16,438.97	82,775,474			5,035.32	16,438.97	82,775,474		
Current year Funded ADA t				46.45	16,438.97	763,590			46.45	16,438.97	763,590		
Necessary Small School Allc						-						-	
2012-13 Categoricals						17,222,074						17,222,074	
2012-13 Categorical Progra						-						-	
Less Fair Share Reduction						-						-	
Non-CDE certified New Cha						-						-	
Beginning in 2014-15, prior				\$ 2,868.30	16,438.97	47,151,898			\$ 3,350.31	16,438.97	55,075,646		
LOCAL CONTROL FUNDING						147,913,036						155,836,784	
CALCULATE LCFF PHASE-IN						2016-17						2017-18	
LOCAL CONTROL FUNDING						170,201,899						174,318,387	
LOCAL CONTROL FUNDING						147,913,036						155,836,784	
Applied Funding Formula: F						FLOOR						FLOOR	
LCFF Need (LCFF Target less LC						22,288,863						18,481,603	
Current Year Gap Funding				35.55%		7,923,691			35.11%			6,488,891	
ECONOMIC RECOVERY PAY						-						-	
LCFF Entitlement before M						155,836,727						162,325,675	
CALCULATE STATE AID						155,836,727						162,325,675	
Transition Entitlement						(18,210,383)						(18,210,383)	
Local Revenue (including RDA)						137,626,344						144,115,292	
Gross State Aid													
CALCULATE MINIMUM STA				12-13 Rate	16-17 ADA	N/A			12-13 Rate	17-18 ADA	N/A		
2012-13 RL/Charter Gen BG				5,081.77	16,438.97	83,539,065			5,081.77	16,438.97	83,539,065		
2012-13 NSS Allowance (de						-						-	
Less Current Year Property						(18,210,383)						(18,210,383)	
Subtotal State Aid for Histo						65,328,682						65,328,682	
Categorical funding from 20						17,222,074						17,222,074	
Charter Categorical Block G						-						-	
Minimum State Aid Guarant						82,550,756						82,550,756	
CHARTER SCHOOL MINIMU						-						-	
Local Control Funding Form						-						-	
Minimum State Aid plus Pro						-						-	
Offset						-						-	
Minimum State Aid Prior to						-						-	
Total Minimum State Aid wi						-						-	
TOTAL STATE AID						137,626,344						144,115,292	
Additional State Aid (Addit						-						-	
LCFF Phase-in Entitlement (						155,836,727						162,325,675	
CHANGE OVER PRIOR YEAR				5.21%	7,710,952				4.16%	6,488,948			
LCFF Entitlement PER ADA						9,480						9,874	
PER ADA CHANGE OVER PR				5.38%	484				4.16%	394			
LCFF SOURCES INCLUDING				Increase	2016-17				Increase	2017-18			
State Aid				5.94%	7,710,952	137,626,344			4.71%	6,488,948	144,115,292		
Property Taxes net of in-lieu				0.00%	-	18,210,383			0.00%	-	18,210,383		
Charter in-Lieu Taxes				0.00%	-	-			0.00%	-	-		
LCFF pre COE, Choice, Supp				5.21%	7,710,952	155,836,727			4.16%	6,488,948	162,325,675		

## Oxnard (72538) - 1st Interim Projections

### Minimum Proportionality Percentage (MPP): Summary Supplemental & Concentration Grant

		2015-16	2016-17**	2017-18**
1.	LCFF Target Supplemental & Concentration Grant Funding <i>from Calculator tab</i>	42,865,658	42,845,577	43,845,299
2.	Prior Year (estimated) Expenditures for Unduplicated Pupils above what was spent on services for all pupils			
	Prior Year EIA expenditures 2014-15 py exp (2013-14 exp) must >= 2012-13 EIA exp			
3.	Difference [1] less [2]	42,865,658	42,845,577	43,845,299
4.	Estimated Additional Supplemental & Concentration Grant Funding <i>[3] * GAP funding rate</i>	22,084,387	15,231,603	15,394,084
	<i>GAP funding rate</i>	51.52%	35.55%	35.11%
5.	Estimated Supplemental and Concentration Grant Funding [2] plus [4] (unless [3]<0 then [1]) <b>LCAP Section 3, Part A</b>	22,084,387	15,231,603	15,394,084
6.	Base Funding <i>LCFF Phase-In Entitlement less [5], excludes Targeted Instructional Improvement &amp; Transportation</i>	124,331,918	138,895,654	145,222,121
	<i>LCFF Phase-In Entitlement</i>	148,125,775	155,836,727	162,325,675
7/8.	Minimum Proportionality Percentage* <i>[5] / [6]</i> <b>LCAP Section 3, Part B</b>	17.76%	10.97%	10.60%

\*percentage by which services for unduplicated students must be increased or improved over services provided for all students in the LCAP year.

If Step 3a <=0, then calculate the minimum proportionality percentage at Estimated Supplemental & Concentration Grant Funding, step 5.

\*\*Regulations only require an LEA to demonstrate how it is meeting the proportionality percentage in the LCAP year, not across all three years.

#### SUMMARY SUPPLEMENTAL & CONCENTRATION GRANT & MPP

	2015-16	2016-17	2017-18
Current year estimated supplemental and concentration grant funding in the LCAP year	\$ 22,084,387	\$ 15,231,603	\$ 15,394,084
Current year Minimum Proportionality Percentage (MPP)	17.76%	10.97%	10.60%

**LCFF Calculator Universal Assumptions**  
**Oxnard (72538) - 1st Interim Projections**

Summary of Funding					
	2013-14	2014-15	2015-16	2016-17	2017-18
Target	\$ 165,873,011	\$ 167,177,842	\$ 168,575,413	\$ 170,201,899	\$ 174,318,387
Floor	<b>100,523,159</b>	<b>108,767,144</b>	<b>126,393,816</b>	<b>147,913,036</b>	<b>155,836,784</b>
Applied Formula: Target or Floor	FLOOR	FLOOR	FLOOR	FLOOR	FLOOR
Remaining Need after Gap (informational only)	57,506,762	40,793,937	20,449,638	14,365,172	11,992,712
Current Year Gap Funding	7,843,090	17,616,761	21,731,959	7,923,691	6,488,891
Economic Recovery Target	-	-	-	-	-
Additional State Aid	-	-	-	-	-
<b>Total Phase-In Entitlement</b>	<b>\$ 108,366,249</b>	<b>\$ 126,383,905</b>	<b>\$ 148,125,775</b>	<b>\$ 155,836,727</b>	<b>\$ 162,325,675</b>

Components of LCFF By Object Code						
	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18
8011 - State Aid	\$ 42,073,878	\$ 71,601,903	\$ 84,608,734	\$ 108,931,232	\$ 116,741,578	\$ 124,901,307
8011 - Fair Share	-	-	-	-	-	-
8311 & 8590 - Categoricals	17,222,074	-	-	-	-	-
8012 - EPA	17,378,064	17,595,638	22,308,823	20,984,160	20,884,766	19,213,985
Local Revenue Sources:						
8021 to 8089 - Property Taxes		19,168,708	19,466,348	18,210,383	18,210,383	18,210,383
8096 - In-Lieu of Property Taxes		-	-	-	-	-
Property Taxes net of in-lieu	21,314,278	19,168,708	19,466,348	18,210,383	18,210,383	18,210,383
<b>TOTAL FUNDING</b>	<b>\$ 97,988,294</b>	<b>\$ 108,366,249</b>	<b>\$ 126,383,905</b>	<b>\$ 148,125,775</b>	<b>\$ 155,836,727</b>	<b>\$ 162,325,675</b>
Excess Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
EPA in excess to LCFF Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Summary of Student Population					
	2013-14	2014-15	2015-16	2016-17	2017-18
<b>Unduplicated Pupil Population</b>					
Agency Unduplicated Pupil Count	15,125.00	14,924.00	14,924.00	14,924.00	14,924.00
COE Unduplicated Pupil Count	50.00	46.00	46.00	46.00	46.00
Total Unduplicated pupil Count	15,175.00	14,970.00	14,970.00	14,970.00	14,970.00
Rolling %, Supplemental Grant	89.9400%	89.0400%	88.6700%	88.0000%	87.9300%
Rolling %, Concentration Grant	89.9400%	89.0400%	88.6700%	88.0000%	87.9300%
<b>FUNDED ADA</b>					
<b>Adjusted Base Grant ADA</b>	<i>Current Year</i>	<i>Current Year</i>	<i>Prior Year</i>	<i>Current Year</i>	<i>Current Year</i>
Grades TK-3	7,785.53	7,800.13	7,801.50	7,595.07	7,595.07
Grades 4-6	5,266.13	5,367.95	5,367.95	5,545.42	5,545.42
Grades 7-8	3,340.48	3,296.15	3,296.28	3,298.48	3,298.48
Grades 9-12	-	-	-	-	-
<b>Total Adjusted Base Grant ADA</b>	<b>16,392.14</b>	<b>16,464.23</b>	<b>16,465.73</b>	<b>16,438.97</b>	<b>16,438.97</b>
<b>Necessary Small School ADA</b>	<i>Current year</i>	<i>Current year</i>	<i>Current year</i>	<i>Current year</i>	<i>Current year</i>
Grades TK-3	-	-	-	-	-
Grades 4-6	-	-	-	-	-
Grades 7-8	-	-	-	-	-
Grades 9-12	-	-	-	-	-
<b>Total Necessary Small School ADA</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total Funded ADA</b>	<b>16392.14</b>	<b>16464.23</b>	<b>16465.73</b>	<b>16438.97</b>	<b>16438.97</b>
<b>ACTUAL ADA (Current Year Only)</b>					
Grades TK-3	7,785.53	7,800.13	7,595.07	7,595.07	7,595.07
Grades 4-6	5,266.13	5,367.95	5,545.42	5,545.42	5,545.42
Grades 7-8	3,340.48	3,296.15	3,298.48	3,298.48	3,298.48
Grades 9-12	-	-	-	-	-
<b>Total Actual ADA</b>	<b>16,392.14</b>	<b>16,464.23</b>	<b>16,438.97</b>	<b>16,438.97</b>	<b>16,438.97</b>
Funded Difference (Funded ADA less Actual ADA)	-	-	26.76	-	-

Minimum Proportionality Percentage (MPP)					
	2013-14	2014-15	2015-16	2016-17	2017-18
Current year estimated supplemental and concentration grant funding in the LCAP year	\$ 12,891,312	\$ 22,084,387	\$ 15,231,603	\$ 15,394,084	
Current year Minimum Proportionality Percentage (MPP)	11.53%	17.76%	10.97%	10.60%	

Oxnard Elementary School District

Cash Flow Projections

Department of Budget Fiscal Operations

2015-16 Estimated Cash Flow Report as of October 31, 2015

	Actual July	Actual August	Actual Sept	Actual October	Estimated November	Estimated December	Estimated January	Estimated February	Estimated March	Estimated April	Estimated May	Estimated June	Total	Adopted Budget	Estimated Accrual
<b>Beg Cash Balance</b>	\$22,226,193	\$22,328,714	\$16,806,861	\$19,041,279	\$15,057,461	\$14,476,751	\$26,321,680	\$25,156,940	\$21,737,214	\$29,160,080	\$35,962,205	\$32,426,547			
<b>Revenue:</b>															
State Apportionment*	\$ 5,397,478	\$ 5,397,478	\$ 9,715,461	\$ 9,715,461	\$ 9,715,461	\$ 9,715,461	\$ 9,715,461	\$ 9,972,491	\$ 9,972,491	\$ 9,972,491	\$ 9,972,491	\$ 9,972,488	\$ 128,912,907	\$ 130,048,962	\$ 1,136,055
EPA	\$ -	\$ -	\$ 5,245,562	\$ -	\$ -	\$ 4,810,877	\$ -	\$ -	\$ 4,810,877	\$ -	\$ -	\$ 4,810,877	\$ 19,678,194	\$ 19,243,509	\$ -
Property Tax	\$ 293,930	\$ 7,226	\$ -	\$ 104,680	\$ 28,860	\$ 9,884,674	\$ 1,351,031	\$ 63,782	\$ 82,638	\$ 6,238,650	\$ 202,348	\$ 556,365	\$ 18,814,185	\$ 18,830,438	\$ 16,253
Apportionment Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Federal	\$ -	\$ 13,535	\$ 1,156,986	\$ 388,129	\$ 279,250	\$ 907,251	\$ 328,577	\$ 594,814	\$ 4,554,202	\$ 1,454,139	\$ 272,260	\$ 1,239,654	\$ 11,188,796	\$ 13,685,506	\$ 2,496,710
Other State	\$ 131,191	\$ 176,671	\$ 2,359,880	\$ 404,714	\$ 2,679,574	\$ 15,966	\$ 677,956	\$ 29,792	\$ 422,018	\$ 3,395,163	\$ 29,792	\$ (399,676)	\$ 9,923,041	\$ 10,578,603	\$ 655,562
Local	\$ 361,397	\$ 291,613	\$ 747,461	\$ 952,673	\$ 659,164	\$ 710,110	\$ 674,261	\$ 962,303	\$ 790,802	\$ 701,835	\$ 728,807	\$ 799,174	\$ 8,379,600	\$ 8,424,060	\$ 44,460
Interfund Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Revenue</b>	\$ 6,183,996	\$ 5,886,523	\$ 19,225,350	\$ 11,565,657	\$ 13,362,309	\$ 26,044,339	\$ 12,747,286	\$ 11,623,181	\$ 20,850,389	\$ 21,762,278	\$ 11,205,699	\$ 16,978,882	\$ 177,218,529	\$ 181,567,569	\$ 4,349,040
<b>Expenditures:</b>															
Certificated Salaries	\$ 124,147	\$ 7,084,202	\$ 7,202,445	\$ 7,225,535	\$ 7,137,554	\$ 7,137,554	\$ 7,137,554	\$ 7,137,554	\$ 7,137,554	\$ 7,137,554	\$ 7,137,554	\$ 7,137,554	\$ 78,736,763	\$ 79,306,159	\$ 569,396
Classified Salaries	\$ 966,020	\$ 2,302,441	\$ 2,200,583	\$ 2,306,672	\$ 2,443,979	\$ 2,443,979	\$ 2,443,979	\$ 2,443,979	\$ 2,443,979	\$ 2,443,979	\$ 2,443,979	\$ 2,443,979	\$ 27,327,552	\$ 28,124,044	\$ 796,492
Benefits	\$ 372,692	\$ 3,004,250	\$ 3,059,079	\$ 3,101,843	\$ 3,181,450	\$ 3,181,450	\$ 3,181,450	\$ 3,181,450	\$ 3,181,450	\$ 3,181,450	\$ 3,181,450	\$ 3,181,450	\$ 34,989,465	\$ 35,706,510	\$ 717,045
Books & Supplies	\$ 145,967	\$ 313,852	\$ 577,269	\$ 1,892,425	\$ 693,609	\$ 416,165	\$ 554,887	\$ 554,887	\$ 416,165	\$ 1,248,496	\$ 832,331	\$ 2,496,992	\$ 10,143,045	\$ 13,872,177	\$ 3,729,132
Services & Operating	\$ 931,030	\$ 439,124	\$ 997,766	\$ 1,559,115	\$ 1,567,223	\$ 1,999,148	\$ 1,178,977	\$ 1,456,534	\$ 1,015,249	\$ 1,712,621	\$ 1,998,843	\$ 4,697,578	\$ 19,553,208	\$ 19,553,208	\$ -
Capital Outlay	\$ -	\$ 11,542	\$ 203,392	\$ 20,586	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (150,521)
Other Outgo	\$ 202,300	\$ 24,126	\$ (60,246)	\$ 43,427	\$ 43,427	\$ 43,427	\$ 213,427	\$ 575,049	\$ 55,038	\$ 95,536	\$ 95,536	\$ 1,519,302	\$ 2,850,350	\$ 2,850,350	\$ -
<b>Total Expenses</b>	\$ 2,742,157	\$ 13,179,538	\$ 14,180,289	\$ 16,149,603	\$ 15,067,242	\$ 15,221,724	\$ 14,710,275	\$ 15,349,454	\$ 14,249,436	\$ 15,819,637	\$ 15,689,693	\$ 21,476,855	\$ 173,835,904	\$ 179,497,448	\$ 5,661,544
<b>Net Monthly</b>	\$ 3,441,839	\$ (7,293,015)	\$ 5,045,061	\$ (4,583,946)	\$ (1,704,933)	\$ 10,822,615	\$ (1,962,989)	\$ (3,726,273)	\$ 6,600,953	\$ 5,942,641	\$ (4,483,995)	\$ (4,497,973)			
<b>Prior Year Transactions:</b>															
PY Audit Adjustment							\$ -								
Accounts Receivable	\$ 749,589	\$ 1,076,784	\$ 1,368,892	\$ (108,394)	\$ 295,014	\$ 175,960	\$ (74,588)	\$ 164,017	\$ 85,605	\$ 111,477	\$ 28,404	\$ 1,115,254	\$ 5,063,556	\$ -	\$ -
Accounts Payable	\$ 4,088,907	\$ (694,378)	\$ 4,179,637	\$ (708,522)	\$ (829,208)	\$ (846,354)	\$ (872,838)	\$ (142,529)	\$ (736,308)	\$ (748,006)	\$ (919,933)	\$ 2,460,161	\$ 4,230,628	\$ -	\$ -
<b>Net Prior Year</b>	\$ (3,339,318)	\$ 1,771,162	\$ (2,810,745)	\$ 600,128	\$ 1,124,223	\$ 1,022,314	\$ 798,250	\$ 306,546	\$ 821,913	\$ 859,484	\$ 948,337	\$ (1,344,907)	\$ 832,928	\$ -	\$ -
<b>Net Monthly Increase/(Decrease)</b>															
<b>Tran Activity</b>	\$ 102,521	\$ (5,521,853)	\$ 2,234,316	\$ (3,983,818)	\$ (580,710)	\$ 11,844,929	\$ (1,164,739)	\$ (3,419,726)	\$ 7,422,866	\$ 6,802,125	\$ (3,535,658)	\$ (5,842,880)			
<b>Ending Cash</b>	\$22,328,714	\$16,806,861	\$19,041,177	\$15,057,461	\$14,476,751	\$26,321,680	\$25,156,940	\$21,737,214	\$29,160,080	\$35,962,205	\$32,426,547	\$26,583,667		\$2,070,121	

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	148,879,400.00	148,879,400.00	35,877,276.04	148,125,775.00	(753,625.00)	-0.5%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	5,712,272.00	5,712,272.00	272,078.94	11,658,193.00	5,945,921.00	104.1%
4) Other Local Revenue		8600-8799	804,400.00	804,400.00	314,477.48	1,040,896.00	236,496.00	29.4%
5) TOTAL, REVENUES			155,396,072.00	155,396,072.00	36,463,832.46	160,824,864.00		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	65,788,425.00	65,788,425.00	17,792,997.91	67,371,883.00	(1,583,458.00)	-2.4%
2) Classified Salaries		2000-2999	19,276,594.00	19,276,594.00	5,441,727.66	18,335,011.00	941,583.00	4.9%
3) Employee Benefits		3000-3999	28,672,882.00	28,672,882.00	7,666,502.03	28,424,681.00	248,201.00	0.9%
4) Books and Supplies		4000-4999	9,300,898.00	9,300,898.00	2,174,375.33	9,084,064.00	216,834.00	2.3%
5) Services and Other Operating Expenditures		5000-5999	11,086,116.00	11,086,116.00	2,955,612.80	11,830,636.00	(744,520.00)	-6.7%
6) Capital Outlay		6000-6999	0.00	0.00	174,089.64	253,436.00	(253,436.00)	New
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	2,850,350.00	2,850,350.00	209,607.73	2,862,350.00	(12,000.00)	-0.4%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(1,433,902.00)	(1,433,902.00)	0.00	(1,903,556.00)	469,654.00	-32.8%
9) TOTAL, EXPENDITURES			135,541,363.00	135,541,363.00	36,414,913.10	136,258,505.00		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			19,854,709.00	19,854,709.00	48,919.36	24,566,359.00		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	1,625,993.00	1,625,993.00	0.00	1,527,142.00	98,851.00	6.1%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(16,736,289.00)	(16,736,289.00)	0.00	(17,473,701.00)	(737,412.00)	4.4%
4) TOTAL, OTHER FINANCING SOURCES/USES			(18,362,282.00)	(18,362,282.00)	0.00	(19,000,843.00)		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			1,492,427.00	1,492,427.00	48,919.36	5,565,516.00		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	12,750,650.53	12,750,621.00		16,183,533.00	3,432,912.00	26.9%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			12,750,650.53	12,750,621.00		16,183,533.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			12,750,650.53	12,750,621.00		16,183,533.00		
2) Ending Balance, June 30 (E + F1e)			14,243,077.53	14,243,048.00		21,749,049.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	20,000.00	20,000.00		0.00		
Stores		9712	100,000.00	100,000.00		0.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	0.00	0.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	2,100,000.00	2,100,000.00		7,812,100.00		
Instr Materials Adoption	0000	9780	2,000,000.00					
Annual Bus Replacement Reserve	0000	9780	100,000.00					
Instr Materials Adoption	0000	9780		2,000,000.00				
Annual Bus Replacement Reserve	0000	9780		100,000.00				
Instr Mateirals Adoption	0000	9780				2,000,000.00		
Annual Bus Replacement Reserve	0000	9780				100,000.00		
Addx27l Reserve Economic Uncertain	0000	9780				5,712,100.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	5,417,176.00	5,417,176.00		5,712,101.00		
Unassigned/Unappropriated Amount		9790	6,605,901.53	6,605,872.00		8,224,848.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>LCFF SOURCES</b>								
Principal Apportionment								
State Aid - Current Year		8011	110,805,453.00	110,805,453.00	30,225,878.00	108,931,232.00	(1,874,221.00)	-1.7%
Education Protection Account State Aid - Current Year		8012	19,243,509.00	19,243,509.00	5,245,562.00	20,984,160.00	1,740,651.00	9.0%
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00	0.00	0.0%
Tax Relief Subventions								
Homeowners' Exemptions		8021	161,778.00	161,778.00	0.00	161,958.00	180.00	0.1%
Timber Yield Tax		8022	0.00	0.00	19.26	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	6,967.00	6,967.00	6,814.16	6,270.00	(697.00)	-10.0%
County & District Taxes								
Secured Roll Taxes		8041	18,586,185.00	18,586,185.00	0.00	19,300,299.00	714,114.00	3.8%
Unsecured Roll Taxes		8042	459,083.00	459,083.00	0.00	500,442.00	41,359.00	9.0%
Prior Years' Taxes		8043	59,302.00	59,302.00	23,385.84	47,441.00	(11,861.00)	-20.0%
Supplemental Taxes		8044	412,283.00	412,283.00	375,185.87	636,831.00	224,548.00	54.5%
Education Revenue Augmentation Fund (ERAF)		8045	(2,067,239.00)	(2,067,239.00)	430.91	(2,442,858.00)	(375,619.00)	18.2%
Community Redevelopment Funds (SB 617/699/1992)		8047	1,212,079.00	1,212,079.00	0.00	0.00	(1,212,079.00)	-100.0%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.0%
<b>Subtotal, LCFF Sources</b>			<b>148,879,400.00</b>	<b>148,879,400.00</b>	<b>35,877,276.04</b>	<b>148,125,775.00</b>	<b>(753,625.00)</b>	<b>-0.5%</b>
<b>LCFF Transfers</b>								
Unrestricted LCFF Transfers - Current Year	0000	8091	0.00	0.00	0.00	0.00	0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00	0.00	0.0%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, LCFF SOURCES</b>			<b>148,879,400.00</b>	<b>148,879,400.00</b>	<b>35,877,276.04</b>	<b>148,125,775.00</b>	<b>(753,625.00)</b>	<b>-0.5%</b>
<b>FEDERAL REVENUE</b>								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	0.00	0.00	0.00		
Special Education Discretionary Grants		8182	0.00	0.00	0.00	0.00		
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00		
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00		
NCLB: Title I, Part A, Basic Grants Low-Income and Neglected	3010	8290						
NCLB: Title I, Part D, Local Delinquent Program	3025	8290						
NCLB: Title II, Part A, Teacher Quality	4035	8290						



Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
NCLB: Title III, Immigration Education Program	4201	8290						
NCLB: Title III, Limited English Proficient (LEP) Student Program	4203	8290						
NCLB: Title V, Part B, Public Charter Schools Grant Program (PCSGP)	4610	8290						
Other No Child Left Behind	3011-3020, 3026-3199, 4036-4126, 5510	8290						
Vocational and Applied Technology Education	3500-3699	8290						
Safe and Drug Free Schools	3700-3799	8290						
All Other Federal Revenue	All Other	8290	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER STATE REVENUE</b>								
Other State Apportionments								
ROC/P Entitlement Prior Years	6360	8319						
Special Education Master Plan Current Year	6500	8311						
Prior Years	6500	8319						
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00		
Mandated Costs Reimbursements		8550	3,427,216.00	3,427,216.00	0.00	9,146,651.00	5,719,435.00	166.9%
Lottery - Unrestricted and Instructional Materials		8560	2,203,121.00	2,203,121.00	19,944.52	2,429,607.00	226,486.00	10.3%
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00		
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00		
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
School Based Coordination Program	7250	8590						
After School Education and Safety (ASES)	6010	8590						
Charter School Facility Grant	6030	8590						
Drug/Alcohol/Tobacco Funds	6650, 6690	8590						
California Clean Energy Jobs Act	6230	8590						
Specialized Secondary	7370	8590						
American Indian Early Childhood Education	7210	8590						
Quality Education Investment Act	7400	8590						
Common Core State Standards Implementation	7405	8590						
All Other State Revenue	All Other	8590	81,935.00	81,935.00	252,134.42	81,935.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>5,712,272.00</b>	<b>5,712,272.00</b>	<b>272,078.94</b>	<b>11,658,193.00</b>	<b>5,945,921.00</b>	<b>104.1%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>OTHER LOCAL REVENUE</b>								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00		
Unsecured Roll		8616	0.00	0.00	0.00	0.00		
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00		
Supplemental Taxes		8618	0.00	0.00	0.00	0.00		
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00		
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00		
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	212.41	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	80,000.00	80,000.00	33,870.28	80,000.00	0.00	0.0%
Interest		8660	45,000.00	45,000.00	(607.97)	45,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00		
All Other Local Revenue		8699	679,400.00	679,400.00	281,002.76	915,896.00	236,496.00	34.8%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791						
From County Offices	6500	8792						
From JPAs	6500	8793						
ROC/P Transfers								
From Districts or Charter Schools	6360	8791						
From County Offices	6360	8792						
From JPAs	6360	8793						
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers in from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>804,400.00</b>	<b>804,400.00</b>	<b>314,477.48</b>	<b>1,040,896.00</b>	<b>236,496.00</b>	<b>29.4%</b>
<b>TOTAL, REVENUES</b>			<b>155,396,072.00</b>	<b>155,396,072.00</b>	<b>36,463,832.46</b>	<b>160,824,864.00</b>	<b>5,428,792.00</b>	<b>3.5%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
Certificated Teachers' Salaries		1100	54,933,337.00	54,933,337.00	15,015,087.24	57,192,023.00	(2,258,686.00)	-4.1%
Certificated Pupil Support Salaries		1200	4,592,737.00	4,592,737.00	1,123,592.12	4,286,275.00	306,462.00	6.7%
Certificated Supervisors' and Administrators' Salaries		1300	6,250,677.00	6,250,677.00	1,654,318.55	5,874,722.00	375,955.00	6.0%
Other Certificated Salaries		1900	11,674.00	11,674.00	0.00	18,863.00	(7,189.00)	-61.6%
<b>TOTAL, CERTIFICATED SALARIES</b>			<b>65,788,425.00</b>	<b>65,788,425.00</b>	<b>17,792,997.91</b>	<b>67,371,883.00</b>	<b>(1,583,458.00)</b>	<b>-2.4%</b>
<b>CLASSIFIED SALARIES</b>								
Classified Instructional Salaries		2100	620,973.00	620,973.00	278,101.69	986,680.00	(365,707.00)	-58.9%
Classified Support Salaries		2200	5,585,727.00	5,585,727.00	1,662,283.73	4,994,796.00	590,931.00	10.6%
Classified Supervisors' and Administrators' Salaries		2300	1,448,968.00	1,448,968.00	423,363.05	1,338,428.00	110,540.00	7.6%
Clerical, Technical and Office Salaries		2400	7,962,449.00	7,962,449.00	2,462,421.29	7,864,681.00	97,768.00	1.2%
Other Classified Salaries		2900	3,658,477.00	3,658,477.00	615,557.90	3,150,426.00	508,051.00	13.9%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>19,276,594.00</b>	<b>19,276,594.00</b>	<b>5,441,727.66</b>	<b>18,335,011.00</b>	<b>941,583.00</b>	<b>4.9%</b>
<b>EMPLOYEE BENEFITS</b>								
STRS		3101-3102	6,703,947.00	6,703,947.00	1,816,926.68	6,857,040.00	(153,093.00)	-2.3%
PERS		3201-3202	2,399,962.00	2,399,962.00	641,726.87	2,314,459.00	85,503.00	3.6%
OASDI/Medicare/Alternative		3301-3302	2,422,443.00	2,422,443.00	679,165.02	2,392,888.00	29,555.00	1.2%
Health and Welfare Benefits		3401-3402	11,066,600.00	11,066,600.00	2,939,083.81	11,043,560.00	23,040.00	0.2%
Unemployment Insurance		3501-3502	40,685.00	40,685.00	11,162.48	41,086.00	(401.00)	-1.0%
Workers' Compensation		3601-3602	2,782,188.00	2,782,188.00	648,050.08	2,393,358.00	388,830.00	14.0%
OPEB, Allocated		3701-3702	2,806,743.00	2,806,743.00	849,441.72	3,088,873.00	(282,130.00)	-10.1%
OPEB, Active Employees		3751-3752	440,767.00	440,767.00	77,345.37	282,617.00	158,150.00	35.9%
Other Employee Benefits		3901-3902	9,547.00	9,547.00	3,600.00	10,800.00	(1,253.00)	-13.1%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>28,672,882.00</b>	<b>28,672,882.00</b>	<b>7,666,502.03</b>	<b>28,424,681.00</b>	<b>248,201.00</b>	<b>0.9%</b>
<b>BOOKS AND SUPPLIES</b>								
Approved Textbooks and Core Curricula Materials		4100	2,000,000.00	2,000,000.00	608,349.99	2,000,000.00	0.00	0.0%
Books and Other Reference Materials		4200	13,819.00	13,819.00	13,050.33	107,779.00	(93,960.00)	-679.9%
Materials and Supplies		4300	6,578,029.00	6,578,029.00	1,372,097.81	5,835,319.00	742,710.00	11.3%
Noncapitalized Equipment		4400	709,050.00	709,050.00	180,877.20	1,140,966.00	(431,916.00)	-60.9%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>9,300,898.00</b>	<b>9,300,898.00</b>	<b>2,174,375.33</b>	<b>9,084,064.00</b>	<b>216,834.00</b>	<b>2.3%</b>
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>								
Subagreements for Services		5100	2,417,215.00	2,417,215.00	171,392.60	2,417,215.00	0.00	0.0%
Travel and Conferences		5200	306,851.00	306,851.00	114,413.15	491,744.00	(184,893.00)	-60.3%
Dues and Memberships		5300	108,461.00	108,461.00	89,108.53	108,961.00	(500.00)	-0.5%
Insurance		5400-5450	641,164.00	641,164.00	673,673.40	675,814.00	(34,650.00)	-5.4%
Operations and Housekeeping Services		5500	2,540,000.00	2,540,000.00	667,245.72	2,540,000.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	971,769.00	971,769.00	362,247.17	1,047,809.00	(76,040.00)	-7.8%
Transfers of Direct Costs		5710	(63,260.00)	(63,260.00)	(24,855.48)	(85,481.00)	22,221.00	-35.1%
Transfers of Direct Costs - Interfund		5750	(10,443.00)	(10,443.00)	(12,095.69)	(13,943.00)	3,500.00	-33.5%
Professional/Consulting Services and Operating Expenditures		5800	3,463,359.00	3,463,359.00	753,094.10	3,937,197.00	(473,838.00)	-13.7%
Communications		5900	711,000.00	711,000.00	161,389.30	711,320.00	(320.00)	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>11,086,116.00</b>	<b>11,086,116.00</b>	<b>2,955,612.80</b>	<b>11,830,636.00</b>	<b>(744,520.00)</b>	<b>-6.7%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>CAPITAL OUTLAY</b>								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	100,059.25	101,000.00	(101,000.00)	New
Buildings and Improvements of Buildings		6200	0.00	0.00	9,514.00	76,611.00	(76,611.00)	New
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	64,516.39	65,665.00	(65,665.00)	New
Equipment Replacement		6500	0.00	0.00	0.00	10,160.00	(10,160.00)	New
<b>TOTAL, CAPITAL OUTLAY</b>			<b>0.00</b>	<b>0.00</b>	<b>174,089.64</b>	<b>253,436.00</b>	<b>(253,436.00)</b>	<b>New</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments								
Payments to Districts or Charter Schools		7141	284,000.00	284,000.00	0.00	284,000.00	0.00	0.0%
Payments to County Offices		7142	2,210,000.00	2,210,000.00	31,433.34	2,222,000.00	(12,000.00)	-0.5%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments								
To Districts or Charter Schools	6500	7221						
To County Offices	6500	7222						
To JPAs	6500	7223						
ROC/P Transfers of Apportionments								
To Districts or Charter Schools	6360	7221						
To County Offices	6360	7222						
To JPAs	6360	7223						
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	131,155.00	131,155.00	65,577.10	131,155.00	0.00	0.0%
Other Debt Service - Principal		7439	225,195.00	225,195.00	112,597.29	225,195.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>2,850,350.00</b>	<b>2,850,350.00</b>	<b>209,607.73</b>	<b>2,862,350.00</b>	<b>(12,000.00)</b>	<b>-0.4%</b>
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>								
Transfers of Indirect Costs		7310	(882,979.00)	(882,979.00)	0.00	(1,349,538.00)	466,559.00	-52.8%
Transfers of Indirect Costs - Interfund		7350	(550,923.00)	(550,923.00)	0.00	(554,018.00)	3,095.00	-0.6%
<b>TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>			<b>(1,433,902.00)</b>	<b>(1,433,902.00)</b>	<b>0.00</b>	<b>(1,903,556.00)</b>	<b>469,654.00</b>	<b>-32.8%</b>
<b>TOTAL, EXPENDITURES</b>			<b>135,541,363.00</b>	<b>135,541,363.00</b>	<b>36,414,913.10</b>	<b>136,258,505.00</b>	<b>(717,142.00)</b>	<b>-0.5%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	105,000.00	105,000.00	0.00	105,000.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	1,520,993.00	1,520,993.00	0.00	1,422,142.00	98,851.00	6.5%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			1,625,993.00	1,625,993.00	0.00	1,527,142.00	98,851.00	6.1%
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds								
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	(16,736,289.00)	(16,736,289.00)	0.00	(17,473,701.00)	(737,412.00)	4.4%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			(16,736,289.00)	(16,736,289.00)	0.00	(17,473,701.00)	(737,412.00)	4.4%
<b>TOTAL, OTHER FINANCING SOURCES/USES</b>								
(a - b + c - d + e)			(18,362,282.00)	(18,362,282.00)	0.00	(19,000,843.00)	(638,561.00)	3.5%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	13,685,506.00	13,685,506.00	1,558,649.44	18,565,728.00	4,880,222.00	35.7%
3) Other State Revenue		8300-8599	4,866,331.00	4,866,331.00	2,800,377.07	7,126,725.00	2,260,394.00	46.4%
4) Other Local Revenue		8600-8799	7,619,660.00	7,619,660.00	2,038,666.47	7,814,481.00	194,821.00	2.6%
5) TOTAL, REVENUES			26,171,497.00	26,171,497.00	6,397,692.98	33,506,934.00		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	13,517,734.00	13,517,734.00	3,840,441.45	13,991,363.00	(473,629.00)	-3.5%
2) Classified Salaries		2000-2999	8,847,450.00	8,847,450.00	2,333,988.82	8,730,291.00	117,159.00	1.3%
3) Employee Benefits		3000-3999	7,033,628.00	7,033,628.00	1,871,362.45	6,962,975.00	70,653.00	1.0%
4) Books and Supplies		4000-4999	4,571,279.00	4,571,279.00	755,137.56	10,535,021.00	(5,963,742.00)	-130.5%
5) Services and Other Operating Expenditures		5000-5999	8,467,092.00	8,467,092.00	971,423.07	10,568,715.00	(2,101,623.00)	-24.8%
6) Capital Outlay		6000-6999	85,000.00	85,000.00	61,431.50	479,800.00	(394,800.00)	-464.5%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	882,979.00	882,979.00	0.00	1,349,538.00	(466,559.00)	-52.8%
9) TOTAL, EXPENDITURES			43,405,162.00	43,405,162.00	9,833,784.85	52,617,703.00		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(17,233,665.00)	(17,233,665.00)	(3,436,091.87)	(19,110,769.00)		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	16,736,289.00	16,736,289.00	0.00	17,473,701.00	737,412.00	4.4%
4) TOTAL, OTHER FINANCING SOURCES/USES			16,736,289.00	16,736,289.00	0.00	17,473,701.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(497,376.00)	(497,376.00)	(3,436,091.87)	(1,637,068.00)		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	2,634,366.62	1,390,423.00		2,820,357.00	1,429,934.00	102.8%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			2,634,366.62	1,390,423.00		2,820,357.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			2,634,366.62	1,390,423.00		2,820,357.00		
2) Ending Balance, June 30 (E + F1e)			2,136,990.62	893,047.00		1,183,289.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted			2,136,990.62	893,047.00		1,183,289.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount			0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>LCFF SOURCES</b>								
Principal Apportionment								
State Aid - Current Year		8011	0.00	0.00	0.00	0.00		
Education Protection Account State Aid - Current Year		8012	0.00	0.00	0.00	0.00		
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00		
Tax Relief Subventions								
Homeowners' Exemptions		8021	0.00	0.00	0.00	0.00		
Timber Yield Tax		8022	0.00	0.00	0.00	0.00		
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00		
County & District Taxes								
Secured Roll Taxes		8041	0.00	0.00	0.00	0.00		
Unsecured Roll Taxes		8042	0.00	0.00	0.00	0.00		
Prior Years' Taxes		8043	0.00	0.00	0.00	0.00		
Supplemental Taxes		8044	0.00	0.00	0.00	0.00		
Education Revenue Augmentation Fund (ERAF)		8045	0.00	0.00	0.00	0.00		
Community Redevelopment Funds (SB 617/699/1992)		8047	0.00	0.00	0.00	0.00		
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00		
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00		
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00		
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00		
<b>Subtotal, LCFF Sources</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		
<b>LCFF Transfers</b>								
Unrestricted LCFF Transfers - Current Year	0000	8091						
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00		
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, LCFF SOURCES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>FEDERAL REVENUE</b>								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	2,784,109.00	2,784,109.00	0.00	2,784,109.00	0.00	0.0%
Special Education Discretionary Grants		8182	398,162.00	398,162.00	0.00	398,162.00	0.00	0.0%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00		
Flood Control Funds		8270	0.00	0.00	0.00	0.00		
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00		
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.0%
NCLB: Title I, Part A, Basic Grants Low-Income and Neglected	3010	8290	4,109,547.00	4,109,547.00	971,720.48	5,353,797.00	1,244,250.00	30.3%
NCLB: Title I, Part D, Local Delinquent Program	3025	8290	0.00	0.00	0.00	0.00	0.00	0.0%
NCLB: Title II, Part A, Teacher Quality	4035	8290	794,622.00	794,622.00	57,531.77	877,432.00	82,810.00	10.4%



Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
NCLB: Title III, Immigration Education Program	4201	8290	24,116.00	24,116.00	6,145.71	32,481.00	8,365.00	34.7%
NCLB: Title III, Limited English Proficient (LEP) Student Program	4203	8290	849,401.00	849,401.00	388,129.00	1,121,117.00	271,716.00	32.0%
NCLB: Title V, Part B, Public Charter Schools Grant Program (PCSGP)	4610	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Other No Child Left Behind	3011-3020, 3026-3199, 4036-4126, 5510	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Vocational and Applied Technology Education	3500-3699	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Safe and Drug Free Schools	3700-3799	8290	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	4,725,549.00	4,725,549.00	135,122.48	7,998,630.00	3,273,081.00	69.3%
<b>TOTAL, FEDERAL REVENUE</b>			<b>13,685,506.00</b>	<b>13,685,506.00</b>	<b>1,558,649.44</b>	<b>18,565,728.00</b>	<b>4,880,222.00</b>	<b>35.7%</b>
<b>OTHER STATE REVENUE</b>								
<b>Other State Apportionments</b>								
ROC/P Entitlement Prior Years	6360	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Master Plan Current Year	6500	8311	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years	6500	8319	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	331,026.00	331,026.00	49,672.00	331,026.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	0.00	0.00	0.00	0.00	0.00	0.0%
Lottery - Unrestricted and Instructional Materi:		8560	585,125.00	585,125.00	39,827.63	745,615.00	160,490.00	27.4%
<b>Tax Relief Subventions</b>								
<b>Restricted Levies - Other</b>								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
School Based Coordination Program	7250	8590	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590	2,482,325.00	2,482,325.00	1,723,978.75	2,652,275.00	169,950.00	6.8%
Charter School Facility Grant	6030	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6690	8590	0.00	0.00	0.00	47,600.00	47,600.00	New
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Specialized Secondary	7370	8590	0.00	0.00	0.00	0.00	0.00	0.0%
American Indian Early Childhood Education	7210	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Quality Education Investment Act	7400	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Common Core State Standards Implementation	7405	8590	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	1,467,855.00	1,467,855.00	986,898.69	3,350,209.00	1,882,354.00	128.2%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>4,866,331.00</b>	<b>4,866,331.00</b>	<b>2,800,377.07</b>	<b>7,126,725.00</b>	<b>2,260,394.00</b>	<b>46.4%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>OTHER LOCAL REVENUE</b>								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds								
Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes								
		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals								
		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest								
		8660	0.00	0.00	0.00	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments								
		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00		
Non-Resident Students		8672	0.00	0.00	0.00	0.00		
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	64,809.00	64,809.00	19,420.38	105,640.00	40,831.00	63.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustm		8691	0.00	0.00	0.00	0.00		
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	144,100.00	144,100.00	74,944.09	298,090.00	153,990.00	106.9%
Tuition		8710	174,762.00	174,762.00	0.00	174,762.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6500	8792	7,235,989.00	7,235,989.00	1,944,302.00	7,235,989.00	0.00	0.0%
From JPAs	6500	8793	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers								
From Districts or Charter Schools	6360	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6360	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6360	8793	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>7,619,660.00</b>	<b>7,619,660.00</b>	<b>2,038,666.47</b>	<b>7,814,481.00</b>	<b>194,821.00</b>	<b>2.6%</b>
<b>TOTAL, REVENUES</b>			<b>26,171,497.00</b>	<b>26,171,497.00</b>	<b>6,397,692.98</b>	<b>33,506,934.00</b>	<b>7,335,437.00</b>	<b>28.0%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>CERTIFICATED SALARIES</b>								
Certificated Teachers' Salaries		1100	9,285,771.00	9,285,771.00	2,613,430.36	9,500,830.00	(215,059.00)	-2.3%
Certificated Pupil Support Salaries		1200	2,906,886.00	2,906,886.00	765,423.36	2,921,181.00	(14,295.00)	-0.5%
Certificated Supervisors' and Administrators' Salaries		1300	705,653.00	705,653.00	283,999.08	901,905.00	(196,252.00)	-27.8%
Other Certificated Salaries		1900	619,424.00	619,424.00	177,588.65	667,447.00	(48,023.00)	-7.8%
<b>TOTAL, CERTIFICATED SALARIES</b>			<b>13,517,734.00</b>	<b>13,517,734.00</b>	<b>3,840,441.45</b>	<b>13,991,363.00</b>	<b>(473,629.00)</b>	<b>-3.5%</b>
<b>CLASSIFIED SALARIES</b>								
Classified Instructional Salaries		2100	4,269,496.00	4,269,496.00	1,013,764.49	4,404,281.00	(134,785.00)	-3.2%
Classified Support Salaries		2200	2,173,422.00	2,173,422.00	677,594.08	2,110,618.00	62,804.00	2.9%
Classified Supervisors' and Administrators' Salaries		2300	522,094.00	522,094.00	102,193.29	299,039.00	223,055.00	42.7%
Clerical, Technical and Office Salaries		2400	952,657.00	952,657.00	306,948.15	945,623.00	7,034.00	0.7%
Other Classified Salaries		2900	929,781.00	929,781.00	233,488.81	970,730.00	(40,949.00)	-4.4%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>8,847,450.00</b>	<b>8,847,450.00</b>	<b>2,333,988.82</b>	<b>8,730,291.00</b>	<b>117,159.00</b>	<b>1.3%</b>
<b>EMPLOYEE BENEFITS</b>								
STRS		3101-3102	1,402,107.00	1,402,107.00	390,824.16	1,449,605.00	(47,498.00)	-3.4%
PERS		3201-3202	1,083,376.00	1,083,376.00	278,924.30	1,077,954.00	5,422.00	0.5%
OASDI/Medicare/Alternative		3301-3302	847,180.00	847,180.00	228,767.70	850,225.00	(3,045.00)	-0.4%
Health and Welfare Benefits		3401-3402	2,192,008.00	2,192,008.00	583,979.07	2,152,369.00	39,639.00	1.8%
Unemployment Insurance		3501-3502	10,708.00	10,708.00	3,646.28	10,888.00	(180.00)	-1.7%
Workers' Compensation		3601-3602	737,162.00	737,162.00	171,771.66	637,897.00	99,265.00	13.5%
OPEB, Allocated		3701-3702	652,819.00	652,819.00	194,695.23	715,152.00	(62,333.00)	-9.5%
OPEB, Active Employees		3751-3752	108,268.00	108,268.00	18,754.05	68,885.00	39,383.00	36.4%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>7,033,628.00</b>	<b>7,033,628.00</b>	<b>1,871,362.45</b>	<b>6,962,975.00</b>	<b>70,653.00</b>	<b>1.0%</b>
<b>BOOKS AND SUPPLIES</b>								
Approved Textbooks and Core Curricula Materials		4100	585,125.00	585,125.00	377,662.09	1,152,177.00	(567,052.00)	-96.9%
Books and Other Reference Materials		4200	4,500.00	4,500.00	271.35	29,625.00	(25,125.00)	-558.3%
Materials and Supplies		4300	3,860,146.00	3,860,146.00	316,226.26	8,838,553.00	(4,978,407.00)	-129.0%
Noncapitalized Equipment		4400	121,508.00	121,508.00	60,977.86	514,666.00	(393,158.00)	-323.6%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>4,571,279.00</b>	<b>4,571,279.00</b>	<b>755,137.56</b>	<b>10,535,021.00</b>	<b>(5,963,742.00)</b>	<b>-130.5%</b>
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>								
Subagreements for Services		5100	3,801,108.00	3,801,108.00	(37,070.11)	3,843,454.00	(42,346.00)	-1.1%
Travel and Conferences		5200	911,096.00	911,096.00	185,576.66	1,091,111.00	(180,015.00)	-19.8%
Dues and Memberships		5300	1,000.00	1,000.00	3,995.00	6,500.00	(5,500.00)	-550.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	104,750.00	104,750.00	44,071.34	144,750.00	(40,000.00)	-38.2%
Transfers of Direct Costs		5710	63,260.00	63,260.00	24,855.48	85,481.00	(22,221.00)	-35.1%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	3,568,878.00	3,568,878.00	745,400.81	5,345,419.00	(1,776,541.00)	-49.8%
Communications		5900	17,000.00	17,000.00	4,593.89	52,000.00	(35,000.00)	-205.9%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>8,467,092.00</b>	<b>8,467,092.00</b>	<b>971,423.07</b>	<b>10,568,715.00</b>	<b>(2,101,623.00)</b>	<b>-24.8%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>CAPITAL OUTLAY</b>								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	7,210.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	85,000.00	85,000.00	54,221.50	479,800.00	(394,800.00)	-464.5%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>85,000.00</b>	<b>85,000.00</b>	<b>61,431.50</b>	<b>479,800.00</b>	<b>(394,800.00)</b>	<b>-464.5%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments								
Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments								
To Districts or Charter Schools	6500	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6500	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6500	7223	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers of Apportionments								
To Districts or Charter Schools	6360	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6360	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6360	7223	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments								
All Other Transfers	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7281-7283	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>								
Transfers of Indirect Costs		7310	882,979.00	882,979.00	0.00	1,349,538.00	(466,559.00)	-52.8%
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>			<b>882,979.00</b>	<b>882,979.00</b>	<b>0.00</b>	<b>1,349,538.00</b>	<b>(466,559.00)</b>	<b>-52.8%</b>
<b>TOTAL, EXPENDITURES</b>			<b>43,405,162.00</b>	<b>43,405,162.00</b>	<b>9,833,784.85</b>	<b>52,617,703.00</b>	<b>(9,212,541.00)</b>	<b>-21.2%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00		
Other Authorized Interfund Transfers in		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00		
Proceeds								
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	16,736,289.00	16,736,289.00	0.00	17,473,701.00	737,412.00	4.4%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			16,736,289.00	16,736,289.00	0.00	17,473,701.00	737,412.00	4.4%
<b>TOTAL, OTHER FINANCING SOURCES/USES</b>								
(a - b + c - d + e)			16,736,289.00	16,736,289.00	0.00	17,473,701.00	(737,412.00)	4.4%

2015-16 First Interim  
General Fund  
Summary - Unrestricted/Restricted  
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	148,879,400.00	148,879,400.00	35,877,276.04	148,125,775.00	(753,625.00)	-0.5%
2) Federal Revenue		8100-8299	13,685,506.00	13,685,506.00	1,558,649.44	18,565,728.00	4,880,222.00	35.7%
3) Other State Revenue		8300-8599	10,578,603.00	10,578,603.00	3,072,456.01	18,784,918.00	8,206,315.00	77.6%
4) Other Local Revenue		8600-8799	8,424,060.00	8,424,060.00	2,353,143.95	8,855,377.00	431,317.00	5.1%
5) TOTAL, REVENUES			181,567,569.00	181,567,569.00	42,861,525.44	194,331,798.00		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	79,306,159.00	79,306,159.00	21,633,439.36	81,363,246.00	(2,057,087.00)	-2.6%
2) Classified Salaries		2000-2999	28,124,044.00	28,124,044.00	7,775,716.48	27,065,302.00	1,058,742.00	3.8%
3) Employee Benefits		3000-3999	35,706,510.00	35,706,510.00	9,537,864.48	35,387,656.00	318,854.00	0.9%
4) Books and Supplies		4000-4999	13,872,177.00	13,872,177.00	2,929,512.89	19,619,085.00	(5,746,908.00)	-41.4%
5) Services and Other Operating Expenditures		5000-5999	19,553,208.00	19,553,208.00	3,927,035.87	22,399,351.00	(2,846,143.00)	-14.6%
6) Capital Outlay		6000-6999	85,000.00	85,000.00	235,521.14	733,236.00	(648,236.00)	-762.6%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	2,850,350.00	2,850,350.00	209,607.73	2,862,350.00	(12,000.00)	-0.4%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(550,923.00)	(550,923.00)	0.00	(554,018.00)	3,095.00	-0.6%
9) TOTAL, EXPENDITURES			178,946,525.00	178,946,525.00	46,248,697.95	188,876,208.00		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			2,621,044.00	2,621,044.00	(3,387,172.51)	5,455,590.00		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	1,625,993.00	1,625,993.00	0.00	1,527,142.00	98,851.00	6.1%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(1,625,993.00)	(1,625,993.00)	0.00	(1,527,142.00)		

2015-16 First Interim  
General Fund  
Summary - Unrestricted/Restricted  
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			995,051.00	995,051.00	(3,387,172.51)	3,928,448.00		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	15,385,017.15	14,141,044.00		19,003,890.00	4,862,846.00	34.4%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			15,385,017.15	14,141,044.00		19,003,890.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			15,385,017.15	14,141,044.00		19,003,890.00		
2) Ending Balance, June 30 (E + F1e)			16,380,068.15	15,136,095.00		22,932,338.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	20,000.00	20,000.00		0.00		
Stores		9712	100,000.00	100,000.00		0.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted								
		9740	2,136,990.62	893,047.00		1,183,289.00		
c) Committed								
Stablization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments								
Instr Materials Adoption	0000	9780	2,000,000.00					
Annual Bus Replacement Reserve	0000	9780	100,000.00					
Instr Materials Adoption	0000	9780		2,000,000.00				
Annual Bus Replacement Reserve	0000	9780		100,000.00				
Instr Mateirals Adoption	0000	9780				2,000,000.00		
Annual Bus Replacement Reserve	0000	9780				100,000.00		
Addx271 Reserve Economic Uncertain	0000	9780				5,712,100.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	5,417,176.00	5,417,176.00		5,712,101.00		
Unassigned/Unappropriated Amount			6,605,901.53	6,605,872.00		8,224,848.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>LCFF SOURCES</b>								
Principal Apportionment								
State Aid - Current Year		8011	110,805,453.00	110,805,453.00	30,225,878.00	108,931,232.00	(1,874,221.00)	-1.7%
Education Protection Account State Aid - Current Year		8012	19,243,509.00	19,243,509.00	5,245,562.00	20,984,160.00	1,740,651.00	9.0%
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00	0.00	0.0%
Tax Relief Subventions								
Homeowners' Exemptions		8021	161,778.00	161,778.00	0.00	161,958.00	180.00	0.1%
Timber Yield Tax		8022	0.00	0.00	19.26	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	6,967.00	6,967.00	6,814.16	6,270.00	(697.00)	-10.0%
County & District Taxes								
Secured Roll Taxes		8041	18,586,185.00	18,586,185.00	0.00	19,300,299.00	714,114.00	3.8%
Unsecured Roll Taxes		8042	459,083.00	459,083.00	0.00	500,442.00	41,359.00	9.0%
Prior Years' Taxes		8043	59,302.00	59,302.00	23,385.84	47,441.00	(11,861.00)	-20.0%
Supplemental Taxes		8044	412,283.00	412,283.00	375,185.87	636,831.00	224,548.00	54.5%
Education Revenue Augmentation Fund (ERAF)		8045	(2,067,239.00)	(2,067,239.00)	430.91	(2,442,858.00)	(375,619.00)	18.2%
Community Redevelopment Funds (SB 617/699/1992)		8047	1,212,079.00	1,212,079.00	0.00	0.00	(1,212,079.00)	-100.0%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.0%
<b>Subtotal, LCFF Sources</b>			<b>148,879,400.00</b>	<b>148,879,400.00</b>	<b>35,877,276.04</b>	<b>148,125,775.00</b>	<b>(753,625.00)</b>	<b>-0.5%</b>
<b>LCFF Transfers</b>								
Unrestricted LCFF Transfers - Current Year	0000	8091	0.00	0.00	0.00	0.00	0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00	0.00	0.0%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, LCFF SOURCES</b>			<b>148,879,400.00</b>	<b>148,879,400.00</b>	<b>35,877,276.04</b>	<b>148,125,775.00</b>	<b>(753,625.00)</b>	<b>-0.5%</b>
<b>FEDERAL REVENUE</b>								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	2,784,109.00	2,784,109.00	0.00	2,784,109.00	0.00	0.0%
Special Education Discretionary Grants		8182	398,162.00	398,162.00	0.00	398,162.00	0.00	0.0%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.0%
NCLB: Title I, Part A, Basic Grants Low-Income and Neglected	3010	8290	4,109,547.00	4,109,547.00	971,720.48	5,353,797.00	1,244,250.00	30.3%
NCLB: Title I, Part D, Local Delinquent Program	3025	8290	0.00	0.00	0.00	0.00	0.00	0.0%
NCLB: Title II, Part A, Teacher Quality	4035	8290	794,622.00	794,622.00	57,531.77	877,432.00	82,810.00	10.4%



2015-16 First Interim  
General Fund  
Summary - Unrestricted/Restricted  
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
NCLB: Title III, Immigration Education Program	4201	8290	24,116.00	24,116.00	6,145.71	32,481.00	8,365.00	34.7%
NCLB: Title III, Limited English Proficient (LEP) Student Program	4203	8290	849,401.00	849,401.00	388,129.00	1,121,117.00	271,716.00	32.0%
NCLB: Title V, Part B, Public Charter Schools Grant Program (PCSGP)	4610	8290	0.00	0.00	0.00	0.00	0.00	0.0%
	3011-3020, 3026-3199, 4036-4126, 5510	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Other No Child Left Behind		8290	0.00	0.00	0.00	0.00	0.00	0.0%
Vocational and Applied Technology Education	3500-3699	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Safe and Drug Free Schools	3700-3799	8290	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	4,725,549.00	4,725,549.00	135,122.48	7,998,630.00	3,273,081.00	69.3%
<b>TOTAL, FEDERAL REVENUE</b>			<b>13,685,506.00</b>	<b>13,685,506.00</b>	<b>1,558,649.44</b>	<b>18,565,728.00</b>	<b>4,880,222.00</b>	<b>35.7%</b>
<b>OTHER STATE REVENUE</b>								
Other State Apportionments								
ROC/P Entitlement								
Prior Years	6360	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Master Plan								
Current Year	6500	8311	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years	6500	8319	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	331,026.00	331,026.00	49,672.00	331,026.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	3,427,216.00	3,427,216.00	0.00	9,146,651.00	5,719,435.00	166.9%
Lottery - Unrestricted and Instructional Materi:		8560	2,788,246.00	2,788,246.00	59,772.15	3,175,222.00	386,976.00	13.9%
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
School Based Coordination Program	7250	8590	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590	2,482,325.00	2,482,325.00	1,723,978.75	2,652,275.00	169,950.00	6.8%
Charter School Facility Grant	6030	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6690	8590	0.00	0.00	0.00	47,600.00	47,600.00	New
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Specialized Secondary	7370	8590	0.00	0.00	0.00	0.00	0.00	0.0%
American Indian Early Childhood Education	7210	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Quality Education Investment Act	7400	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Common Core State Standards Implementation	7405	8590	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	1,549,790.00	1,549,790.00	1,239,033.11	3,432,144.00	1,882,354.00	121.5%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>10,578,603.00</b>	<b>10,578,603.00</b>	<b>3,072,456.01</b>	<b>18,784,918.00</b>	<b>8,206,315.00</b>	<b>77.6%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>OTHER LOCAL REVENUE</b>								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds								
Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes								
		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	212.41	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	80,000.00	80,000.00	33,870.28	80,000.00	0.00	0.0%
Interest		8660	45,000.00	45,000.00	(607.97)	45,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	64,809.00	64,809.00	19,420.38	105,640.00	40,831.00	63.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	823,500.00	823,500.00	355,946.85	1,213,986.00	390,486.00	47.4%
Tuition		8710	174,762.00	174,762.00	0.00	174,762.00	0.00	0.0%
All Other Transfers in		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6500	8792	7,235,989.00	7,235,989.00	1,944,302.00	7,235,989.00	0.00	0.0%
From JPAs	6500	8793	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers								
From Districts or Charter Schools	6360	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6360	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6360	8793	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>8,424,060.00</b>	<b>8,424,060.00</b>	<b>2,353,143.95</b>	<b>8,855,377.00</b>	<b>431,317.00</b>	<b>5.1%</b>
<b>TOTAL, REVENUES</b>			<b>181,567,569.00</b>	<b>181,567,569.00</b>	<b>42,861,525.44</b>	<b>194,331,798.00</b>	<b>12,764,229.00</b>	<b>7.0%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>CERTIFICATED SALARIES</b>								
Certificated Teachers' Salaries		1100	64,219,108.00	64,219,108.00	17,628,517.60	66,692,853.00	(2,473,745.00)	-3.9%
Certificated Pupil Support Salaries		1200	7,499,623.00	7,499,623.00	1,889,015.48	7,207,456.00	292,167.00	3.9%
Certificated Supervisors' and Administrators' Salaries		1300	6,956,330.00	6,956,330.00	1,938,317.63	6,776,627.00	179,703.00	2.6%
Other Certificated Salaries		1900	631,098.00	631,098.00	177,588.65	686,310.00	(55,212.00)	-8.7%
<b>TOTAL, CERTIFICATED SALARIES</b>			<b>79,306,159.00</b>	<b>79,306,159.00</b>	<b>21,633,439.36</b>	<b>81,363,246.00</b>	<b>(2,057,087.00)</b>	<b>-2.6%</b>
<b>CLASSIFIED SALARIES</b>								
Classified Instructional Salaries		2100	4,890,469.00	4,890,469.00	1,291,866.18	5,390,961.00	(500,492.00)	-10.2%
Classified Support Salaries		2200	7,759,149.00	7,759,149.00	2,339,877.81	7,105,414.00	653,735.00	8.4%
Classified Supervisors' and Administrators' Salaries		2300	1,971,062.00	1,971,062.00	525,556.34	1,637,467.00	333,595.00	16.9%
Clerical, Technical and Office Salaries		2400	8,915,106.00	8,915,106.00	2,769,369.44	8,810,304.00	104,802.00	1.2%
Other Classified Salaries		2900	4,588,258.00	4,588,258.00	849,046.71	4,121,156.00	467,102.00	10.2%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>28,124,044.00</b>	<b>28,124,044.00</b>	<b>7,775,716.48</b>	<b>27,065,302.00</b>	<b>1,058,742.00</b>	<b>3.8%</b>
<b>EMPLOYEE BENEFITS</b>								
STRS		3101-3102	8,106,054.00	8,106,054.00	2,207,750.84	8,306,645.00	(200,591.00)	-2.5%
PERS		3201-3202	3,483,338.00	3,483,338.00	920,651.17	3,392,413.00	90,925.00	2.6%
OASDI/Medicare/Alternative		3301-3302	3,269,623.00	3,269,623.00	907,932.72	3,243,113.00	26,510.00	0.8%
Health and Welfare Benefits		3401-3402	13,258,608.00	13,258,608.00	3,523,062.88	13,195,929.00	62,679.00	0.5%
Unemployment Insurance		3501-3502	51,393.00	51,393.00	14,808.76	51,974.00	(581.00)	-1.1%
Workers' Compensation		3601-3602	3,519,350.00	3,519,350.00	819,821.74	3,031,255.00	488,095.00	13.9%
OPEB, Allocated		3701-3702	3,459,562.00	3,459,562.00	1,044,136.95	3,804,025.00	(344,463.00)	-10.0%
OPEB, Active Employees		3751-3752	549,035.00	549,035.00	96,099.42	351,502.00	197,533.00	36.0%
Other Employee Benefits		3901-3902	9,547.00	9,547.00	3,600.00	10,800.00	(1,253.00)	-13.1%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>35,706,510.00</b>	<b>35,706,510.00</b>	<b>9,537,864.48</b>	<b>35,387,656.00</b>	<b>318,854.00</b>	<b>0.9%</b>
<b>BOOKS AND SUPPLIES</b>								
Approved Textbooks and Core Curricula Materials		4100	2,585,125.00	2,585,125.00	986,012.08	3,152,177.00	(567,052.00)	-21.9%
Books and Other Reference Materials		4200	18,319.00	18,319.00	13,321.68	137,404.00	(119,085.00)	-650.1%
Materials and Supplies		4300	10,438,175.00	10,438,175.00	1,688,324.07	14,673,872.00	(4,235,697.00)	-40.6%
Noncapitalized Equipment		4400	830,558.00	830,558.00	241,855.06	1,655,632.00	(825,074.00)	-99.3%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>13,872,177.00</b>	<b>13,872,177.00</b>	<b>2,929,512.89</b>	<b>19,619,085.00</b>	<b>(5,746,908.00)</b>	<b>-41.4%</b>
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>								
Subagreements for Services		5100	6,218,323.00	6,218,323.00	134,322.49	6,260,669.00	(42,346.00)	-0.7%
Travel and Conferences		5200	1,217,947.00	1,217,947.00	299,989.81	1,582,855.00	(364,908.00)	-30.0%
Dues and Memberships		5300	109,461.00	109,461.00	93,103.53	115,461.00	(6,000.00)	-5.5%
Insurance		5400-5450	641,164.00	641,164.00	673,673.40	675,814.00	(34,650.00)	-5.4%
Operations and Housekeeping Services		5500	2,540,000.00	2,540,000.00	667,245.72	2,540,000.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	1,076,519.00	1,076,519.00	406,318.51	1,192,559.00	(116,040.00)	-10.8%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	(10,443.00)	(10,443.00)	(12,095.69)	(13,943.00)	3,500.00	-33.5%
Professional/Consulting Services and Operating Expenditures		5800	7,032,237.00	7,032,237.00	1,498,494.91	9,282,616.00	(2,250,379.00)	-32.0%
Communications		5900	728,000.00	728,000.00	165,983.19	763,320.00	(35,320.00)	-4.9%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>19,553,208.00</b>	<b>19,553,208.00</b>	<b>3,927,035.87</b>	<b>22,399,351.00</b>	<b>(2,846,143.00)</b>	<b>-14.6%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>CAPITAL OUTLAY</b>								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	100,059.25	101,000.00	(101,000.00)	New
Buildings and Improvements of Buildings		6200	0.00	0.00	16,724.00	76,611.00	(76,611.00)	New
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	85,000.00	85,000.00	118,737.89	545,465.00	(460,465.00)	-541.7%
Equipment Replacement		6500	0.00	0.00	0.00	10,160.00	(10,160.00)	New
<b>TOTAL, CAPITAL OUTLAY</b>			<b>85,000.00</b>	<b>85,000.00</b>	<b>235,521.14</b>	<b>733,236.00</b>	<b>(648,236.00)</b>	<b>-762.6%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments Payments to Districts or Charter Schools		7141	284,000.00	284,000.00	0.00	284,000.00	0.00	0.0%
Payments to County Offices		7142	2,210,000.00	2,210,000.00	31,433.34	2,222,000.00	(12,000.00)	-0.5%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments								
To Districts or Charter Schools	6500	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6500	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6500	7223	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers of Apportionments								
To Districts or Charter Schools	6360	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6360	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6360	7223	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments								
All Other Transfers	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7281-7283	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	131,155.00	131,155.00	65,577.10	131,155.00	0.00	0.0%
Other Debt Service - Principal		7439	225,195.00	225,195.00	112,597.29	225,195.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>2,850,350.00</b>	<b>2,850,350.00</b>	<b>209,607.73</b>	<b>2,862,350.00</b>	<b>(12,000.00)</b>	<b>-0.4%</b>
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>								
Transfers of Indirect Costs		7310	0.00	0.00	0.00	0.00		
Transfers of Indirect Costs - Interfund		7350	(550,923.00)	(550,923.00)	0.00	(554,018.00)	3,095.00	-0.6%
<b>TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>			<b>(550,923.00)</b>	<b>(550,923.00)</b>	<b>0.00</b>	<b>(554,018.00)</b>	<b>3,095.00</b>	<b>-0.6%</b>
<b>TOTAL, EXPENDITURES</b>			<b>178,946,525.00</b>	<b>178,946,525.00</b>	<b>46,248,697.95</b>	<b>188,876,208.00</b>	<b>(9,929,683.00)</b>	<b>-5.5%</b>

2015-16 First Interim  
General Fund  
Summary - Unrestricted/Restricted  
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	105,000.00	105,000.00	0.00	105,000.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	1,520,993.00	1,520,993.00	0.00	1,422,142.00	98,851.00	6.5%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			1,625,993.00	1,625,993.00	0.00	1,527,142.00	98,851.00	6.1%
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00		
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00		
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES</b>								
(a - b + c - d + e)			(1,625,993.00)	(1,625,993.00)	0.00	(1,527,142.00)	(98,851.00)	-6.1%

<u>Resource</u>	<u>Description</u>	<u>2015-16 Projected Year Totals</u>
5640	Medi-Cal Billing Option	240,090.00
8150	Ongoing & Major Maintenance Account (RM,	844,326.00
9010	Other Restricted Local	98,873.00
Total, Restricted Balance		<u>1,183,289.00</u>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	1,185,667.00	1,185,667.00	493,237.00	1,185,667.00	0.00	0.0%
4) Other Local Revenue		8600-8799	400.00	400.00	0.00	400.00	0.00	0.0%
5) TOTAL, REVENUES			1,186,067.00	1,186,067.00	493,237.00	1,186,067.00		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	12,506.00	12,506.00	4,208.80	12,626.00	(120.00)	-1.0%
2) Classified Salaries		2000-2999	895,200.00	895,200.00	208,354.33	864,133.00	31,067.00	3.5%
3) Employee Benefits		3000-3999	214,351.00	214,351.00	41,675.84	178,307.00	36,044.00	16.8%
4) Books and Supplies		4000-4999	7,731.00	7,731.00	21,269.50	62,622.00	(54,891.00)	-710.0%
5) Services and Other Operating Expenditures		5000-5999	172.00	172.00	9,756.77	12,672.00	(12,500.00)	-7267.4%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	55,707.00	55,707.00	0.00	55,707.00	0.00	0.0%
9) TOTAL, EXPENDITURES			1,185,667.00	1,185,667.00	285,265.24	1,186,067.00		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			400.00	400.00	207,971.76	0.00		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			400.00	400.00	207,971.76	0.00		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	23,948.00	23,948.00		0.00	(23,948.00)	-100.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			23,948.00	23,948.00		0.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			23,948.00	23,948.00		0.00		
2) Ending Balance, June 30 (E + F1e)			24,348.00	24,348.00		0.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted			24,348.00	24,348.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		



Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>FEDERAL REVENUE</b>								
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
NCLB: Title I, Part A, Basic Grants Low-Income and Neglected	3010	8290	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER STATE REVENUE</b>								
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Child Development Apportionments		8530	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
State Preschool	6105	8590	1,185,667.00	1,185,667.00	493,237.00	1,185,667.00	0.00	0.0%
All Other State Revenue	All Other	8590	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>1,185,667.00</b>	<b>1,185,667.00</b>	<b>493,237.00</b>	<b>1,185,667.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER LOCAL REVENUE</b>								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	400.00	400.00	0.00	400.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Child Development Parent Fees		8673	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>400.00</b>	<b>400.00</b>	<b>0.00</b>	<b>400.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, REVENUES</b>			<b>1,186,067.00</b>	<b>1,186,067.00</b>	<b>493,237.00</b>	<b>1,186,067.00</b>		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>CERTIFICATED SALARIES</b>								
Certificated Teachers' Salaries		1100	0.00	0.00	0.00	0.00	0.00	0.0%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.00	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	12,506.00	12,506.00	4,208.80	12,626.00	(120.00)	-1.0%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CERTIFICATED SALARIES</b>			<b>12,506.00</b>	<b>12,506.00</b>	<b>4,208.80</b>	<b>12,626.00</b>	<b>(120.00)</b>	<b>-1.0%</b>
<b>CLASSIFIED SALARIES</b>								
Classified Instructional Salaries		2100	803,436.00	803,436.00	180,641.55	771,376.00	32,060.00	4.0%
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	12,227.00	12,227.00	4,075.56	12,227.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	64,392.00	64,392.00	22,816.12	65,385.00	(993.00)	-1.5%
Other Classified Salaries		2900	15,145.00	15,145.00	821.10	15,145.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>895,200.00</b>	<b>895,200.00</b>	<b>208,354.33</b>	<b>864,133.00</b>	<b>31,067.00</b>	<b>3.5%</b>
<b>EMPLOYEE BENEFITS</b>								
STRS		3101-3102	27,029.00	27,029.00	6,957.52	22,536.00	4,493.00	16.6%
PERS		3201-3202	56,589.00	56,589.00	10,651.10	57,630.00	(1,041.00)	-1.8%
OASDI/Medicare/Alternative		3301-3302	53,539.00	53,539.00	12,023.14	53,764.00	(225.00)	-0.4%
Health and Welfare Benefits		3401-3402	34,276.00	34,276.00	4,059.64	12,469.00	21,807.00	63.6%
Unemployment Insurance		3501-3502	448.00	448.00	104.97	433.00	15.00	3.3%
Workers' Compensation		3601-3602	29,795.00	29,795.00	5,921.53	25,157.00	4,638.00	15.6%
OPEB, Allocated		3701-3702	9,121.00	9,121.00	1,378.73	4,199.00	4,922.00	54.0%
OPEB, Active Employees		3751-3752	3,554.00	3,554.00	579.21	2,119.00	1,435.00	40.4%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>214,351.00</b>	<b>214,351.00</b>	<b>41,675.84</b>	<b>178,307.00</b>	<b>36,044.00</b>	<b>16.8%</b>
<b>BOOKS AND SUPPLIES</b>								
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	7,731.00	7,731.00	4,992.70	45,622.00	(37,891.00)	-490.1%
Noncapitalized Equipment		4400	0.00	0.00	16,276.80	17,000.00	(17,000.00)	New
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>7,731.00</b>	<b>7,731.00</b>	<b>21,269.50</b>	<b>62,622.00</b>	<b>(54,891.00)</b>	<b>-710.0%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	172.00	172.00	1,263.79	4,165.00	(3,993.00)	-2321.5%
Dues and Memberships		5300	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	2,730.00	2,800.00	(2,800.00)	New
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	3,947.98	3,500.00	(3,500.00)	New
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	1,815.00	2,207.00	(2,207.00)	New
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>172.00</b>	<b>172.00</b>	<b>9,756.77</b>	<b>12,672.00</b>	<b>(12,500.00)</b>	<b>-7267.4%</b>
<b>CAPITAL OUTLAY</b>								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
Other Transfers Out								
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>								
Transfers of Indirect Costs - Interfund		7350	55,707.00	55,707.00	0.00	55,707.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>			<b>55,707.00</b>	<b>55,707.00</b>	<b>0.00</b>	<b>55,707.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL EXPENDITURES</b>			<b>1,185,667.00</b>	<b>1,185,667.00</b>	<b>285,265.24</b>	<b>1,186,067.00</b>		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
From: General Fund		8911	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>INTERFUND TRANSFERS OUT</b>								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Certificates of Participation		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8979	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources			0.00	0.00	0.00	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		

<b>Resource</b>	<b>Description</b>	<b>2015/16 Projected Year Totals</b>
	Total, Restricted Balance	<u>0.00</u>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	7,789,764.00	7,789,764.00	587,711.20	8,105,645.00	315,881.00	4.1%
3) Other State Revenue		8300-8599	553,591.00	553,591.00	46,150.03	573,798.00	20,207.00	3.7%
4) Other Local Revenue		8600-8799	510,400.00	510,400.00	192,151.27	584,520.00	74,120.00	14.5%
5) TOTAL REVENUES			8,853,755.00	8,853,755.00	826,012.50	9,263,963.00		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	3,671,402.00	3,671,402.00	997,201.35	3,924,476.00	(253,074.00)	-6.9%
3) Employee Benefits		3000-3999	1,178,740.00	1,178,740.00	316,314.19	1,226,510.00	(47,770.00)	-4.1%
4) Books and Supplies		4000-4999	4,854,497.00	4,854,497.00	1,046,961.43	4,911,417.00	(56,920.00)	-1.2%
5) Services and Other Operating Expenditures		5000-5999	174,893.00	174,893.00	46,228.19	174,893.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	495,216.00	495,216.00	0.00	498,311.00	(3,095.00)	-0.6%
9) TOTAL EXPENDITURES			10,374,748.00	10,374,748.00	2,406,705.16	10,735,607.00		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(1,520,993.00)	(1,520,993.00)	(1,580,692.66)	(1,471,644.00)		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	1,520,993.00	1,520,993.00	0.00	1,422,142.00	(98,851.00)	-6.5%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			1,520,993.00	1,520,993.00	0.00	1,422,142.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			0.00	0.00	(1,580,692.66)	(49,502.00)		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	49,502.24	0.00		49,502.00	49,502.00	New
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			49,502.24	0.00		49,502.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			49,502.24	0.00		49,502.00		
2) Ending Balance, June 30 (E + F1e)			49,502.24	0.00		0.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	49,502.24	0.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>FEDERAL REVENUE</b>								
Child Nutrition Programs		8220	7,789,764.00	7,789,764.00	587,711.20	8,105,645.00	315,881.00	4.1%
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			<b>7,789,764.00</b>	<b>7,789,764.00</b>	<b>587,711.20</b>	<b>8,105,645.00</b>	<b>315,881.00</b>	<b>4.1%</b>
<b>OTHER STATE REVENUE</b>								
Child Nutrition Programs		8520	553,591.00	553,591.00	46,150.03	573,798.00	20,207.00	3.7%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>553,591.00</b>	<b>553,591.00</b>	<b>46,150.03</b>	<b>573,798.00</b>	<b>20,207.00</b>	<b>3.7%</b>
<b>OTHER LOCAL REVENUE</b>								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	504,400.00	504,400.00	190,498.94	578,520.00	74,120.00	14.7%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	2,000.00	2,000.00	0.00	2,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	4,000.00	4,000.00	1,652.33	4,000.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>510,400.00</b>	<b>510,400.00</b>	<b>192,151.27</b>	<b>584,520.00</b>	<b>74,120.00</b>	<b>14.5%</b>
<b>TOTAL, REVENUES</b>			<b>8,853,755.00</b>	<b>8,853,755.00</b>	<b>826,012.50</b>	<b>9,263,963.00</b>		



Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>CERTIFICATED SALARIES</b>								
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.00	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
<b>CLASSIFIED SALARIES</b>								
Classified Support Salaries		2200	3,314,838.00	3,314,838.00	862,921.33	3,564,275.00	(249,437.00)	-7.5%
Classified Supervisors' and Administrators' Salaries		2300	215,646.00	215,646.00	70,937.48	217,362.00	(1,716.00)	-0.8%
Clerical, Technical and Office Salaries		2400	140,918.00	140,918.00	63,342.54	142,839.00	(1,921.00)	-1.4%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			3,671,402.00	3,671,402.00	997,201.35	3,924,476.00	(253,074.00)	-6.9%
<b>EMPLOYEE BENEFITS</b>								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	427,556.00	427,556.00	112,498.85	462,416.00	(34,860.00)	-8.2%
OASDI/Medicare/Alternative		3301-3302	272,648.00	272,648.00	73,519.81	290,375.00	(17,727.00)	-6.5%
Health and Welfare Benefits		3401-3402	255,240.00	255,240.00	71,755.72	252,868.00	2,372.00	0.9%
Unemployment Insurance		3501-3502	1,781.00	1,781.00	480.61	1,898.00	(117.00)	-6.6%
Workers' Compensation		3601-3602	121,272.00	121,272.00	27,790.78	111,334.00	9,938.00	8.2%
OPEB, Allocated		3701-3702	83,341.00	83,341.00	27,210.00	96,027.00	(12,686.00)	-15.2%
OPEB, Active Employees		3751-3752	16,902.00	16,902.00	3,058.42	11,592.00	5,310.00	31.4%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			1,178,740.00	1,178,740.00	316,314.19	1,226,510.00	(47,770.00)	-4.1%
<b>BOOKS AND SUPPLIES</b>								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	79,997.00	79,997.00	17,950.27	121,487.00	(41,490.00)	-51.9%
Noncapitalized Equipment		4400	78,500.00	78,500.00	6,878.85	83,500.00	(5,000.00)	-6.4%
Food		4700	4,696,000.00	4,696,000.00	1,022,132.31	4,706,430.00	(10,430.00)	-0.2%
TOTAL, BOOKS AND SUPPLIES			4,854,497.00	4,854,497.00	1,046,961.43	4,911,417.00	(56,920.00)	-1.2%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	3,300.00	3,300.00	1,347.58	3,300.00	0.00	0.0%
Dues and Memberships		5300	2,000.00	2,000.00	1,849.19	2,000.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	53,000.00	53,000.00	7,849.59	53,000.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	75,650.00	75,650.00	5,099.50	75,650.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	10,443.00	10,443.00	8,147.71	10,443.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	30,000.00	30,000.00	21,934.62	30,000.00	0.00	0.0%
Communications		5900	500.00	500.00	0.00	500.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>174,893.00</b>	<b>174,893.00</b>	<b>46,228.19</b>	<b>174,893.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>CAPITAL OUTLAY</b>								
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>								
Transfers of Indirect Costs - Interfund		7350	495,216.00	495,216.00	0.00	498,311.00	(3,095.00)	-0.6%
<b>TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>			<b>495,216.00</b>	<b>495,216.00</b>	<b>0.00</b>	<b>498,311.00</b>	<b>(3,095.00)</b>	<b>-0.6%</b>
<b>TOTAL, EXPENDITURES</b>			<b>10,374,748.00</b>	<b>10,374,748.00</b>	<b>2,406,705.16</b>	<b>10,735,607.00</b>		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
From: General Fund		8916	1,520,993.00	1,520,993.00	0.00	1,422,142.00	(98,851.00)	-6.5%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			<b>1,520,993.00</b>	<b>1,520,993.00</b>	<b>0.00</b>	<b>1,422,142.00</b>	<b>(98,851.00)</b>	<b>-6.5%</b>
<b>INTERFUND TRANSFERS OUT</b>								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)</b>			<b>1,520,993.00</b>	<b>1,520,993.00</b>	<b>0.00</b>	<b>1,422,142.00</b>		

<b>Resource</b>	<b>Description</b>	<b>2015/16 Projected Year Totals</b>
	Total, Restricted Balance	<u>0.00</u>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.00	0.00	0.00	0.0%
<b>5) TOTAL REVENUES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.00	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
<b>9) TOTAL EXPENDITURES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	105,000.00	105,000.00	0.00	105,000.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
<b>4) TOTAL, OTHER FINANCING SOURCES/USES</b>			<b>105,000.00</b>	<b>105,000.00</b>	<b>0.00</b>	<b>105,000.00</b>		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			105,000.00	105,000.00	0.00	105,000.00		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	122,487.61	0.00		122,488.00	122,488.00	New
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			122,487.61	0.00		122,488.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			122,487.61	0.00		122,488.00		
2) Ending Balance, June 30 (E + F1e)			227,487.61	105,000.00		227,488.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted								
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	227,487.61	105,000.00		227,488.00		
iPad Insurance Claims/Replacements	0000	9780	227,487.61					
iPad Insurance Claims/Replacement	0000	9780		105,000.00				
iPad Insurance Claims/Replacements	0000	9780				227,488.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount			0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>OTHER LOCAL REVENUE</b>								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.00	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, REVENUES</b>			0.00	0.00	0.00	0.00		
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
From: General Fund/CSSF		8912	105,000.00	105,000.00	0.00	105,000.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			105,000.00	105,000.00	0.00	105,000.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>								
To: General Fund/CSSF		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>								
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)</b>			105,000.00	105,000.00	0.00	105,000.00		

<u>Resource</u>	<u>Description</u>	<u>2015/16 Projected Year Totals</u>
	Total, Restricted Balance	<u>0.00</u>



Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	60,000.00	60,000.00	0.00	60,000.00	0.00	0.0%
<b>5) TOTAL REVENUES</b>			<b>60,000.00</b>	<b>60,000.00</b>	<b>0.00</b>	<b>60,000.00</b>		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	102,129.48	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	1,520,836.00	1,520,836.00	573,679.50	1,520,836.00	0.00	0.0%
6) Capital Outlay		6000-6999	29,955,998.00	29,955,998.00	3,921,711.49	29,955,998.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
<b>9) TOTAL EXPENDITURES</b>			<b>31,476,834.00</b>	<b>31,476,834.00</b>	<b>4,597,520.47</b>	<b>31,476,834.00</b>		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			<b>(31,416,834.00)</b>	<b>(31,416,834.00)</b>	<b>(4,597,520.47)</b>	<b>(31,416,834.00)</b>		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	9,416,834.00	9,416,834.00	30,160,000.00	30,160,000.00	20,743,166.00	220.3%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
<b>4) TOTAL OTHER FINANCING SOURCES/USES</b>			<b>9,416,834.00</b>	<b>9,416,834.00</b>	<b>30,160,000.00</b>	<b>30,160,000.00</b>		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(22,000,000.00)	(22,000,000.00)	25,562,479.53	(1,256,834.00)		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	22,000,000.00	22,000,000.00		28,527,148.00	6,527,148.00	29.7%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			22,000,000.00	22,000,000.00		28,527,148.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			22,000,000.00	22,000,000.00		28,527,148.00		
2) Ending Balance, June 30 (E + F1e)			0.00	0.00		27,270,314.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance			0.00	0.00		27,270,314.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount			0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>FEDERAL REVENUE</b>								
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER STATE REVENUE</b>								
Tax Relief Subventions Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER LOCAL REVENUE</b>								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction								
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	60,000.00	60,000.00	0.00	60,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>60,000.00</b>	<b>60,000.00</b>	<b>0.00</b>	<b>60,000.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL REVENUES</b>			<b>60,000.00</b>	<b>60,000.00</b>	<b>0.00</b>	<b>60,000.00</b>		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>CLASSIFIED SALARIES</b>								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>EMPLOYEE BENEFITS</b>								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>BOOKS AND SUPPLIES</b>								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	55,924.92	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	46,204.56	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>0.00</b>	<b>0.00</b>	<b>102,129.48</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	1,520,836.00	1,520,836.00	573,679.50	1,520,836.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>1,520,836.00</b>	<b>1,520,836.00</b>	<b>573,679.50</b>	<b>1,520,836.00</b>	<b>0.00</b>	<b>0.0%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>CAPITAL OUTLAY</b>								
Land		6100	1,877,368.00	1,877,368.00	15,045.60	1,877,368.00	0.00	0.0%
Land Improvements		6170	49,875.00	49,875.00	0.00	49,875.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	27,342,798.00	27,342,798.00	3,898,831.57	27,342,798.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	685,957.00	685,957.00	7,834.32	685,957.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>29,955,998.00</b>	<b>29,955,998.00</b>	<b>3,921,711.49</b>	<b>29,955,998.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
Other Transfers Out								
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Repayment of State School Building Fund Aid - Proceeds from Bonds								
		7435	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service - Interest								
		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal								
		7439	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, EXPENDITURES</b>			<b>31,476,834.00</b>	<b>31,476,834.00</b>	<b>4,597,520.47</b>	<b>31,476,834.00</b>		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>								
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
Proceeds								
Proceeds from Sale of Bonds		8951	9,416,834.00	9,416,834.00	30,160,000.00	30,160,000.00	20,743,166.00	220.3%
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
County School Building Aid		8961	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			9,416,834.00	9,416,834.00	30,160,000.00	30,160,000.00	20,743,166.00	220.3%
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)</b>			9,416,834.00	9,416,834.00	30,160,000.00	30,160,000.00		

<b>Resource</b>	<b>Description</b>	<b>2015/16 Projected Year Totals</b>
9010	Other Restricted Local	27,270,314.00
Total, Restricted Balance		<u>27,270,314.00</u>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	8,000.00	8,000.00	(21,604.84)	83,000.00	75,000.00	937.5%
5) TOTAL REVENUES			8,000.00	8,000.00	(21,604.84)	83,000.00		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	283,663.35	288,939.00	(288,939.00)	New
5) Services and Other Operating Expenditures		5000-5999	382,000.00	382,000.00	99,697.57	382,000.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	468,168.00	468,168.00	371,420.13	468,168.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL EXPENDITURES			850,168.00	850,168.00	754,781.05	1,139,107.00		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(842,168.00)	(842,168.00)	(776,385.89)	(1,056,107.00)		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		



Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(842,168.00)	(842,168.00)	(776,385.89)	(1,056,107.00)		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	8,049,709.00	8,049,709.00		5,958,153.00	(2,091,556.00)	-26.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			8,049,709.00	8,049,709.00		5,958,153.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			8,049,709.00	8,049,709.00		5,958,153.00		
2) Ending Balance, June 30 (E + F1e)			7,207,541.00	7,207,541.00		4,902,046.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	7,207,541.00	7,207,541.00		4,902,046.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>OTHER STATE REVENUE</b>								
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER LOCAL REVENUE</b>								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds								
Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent								
Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	8,000.00	8,000.00	0.00	8,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Mitigation/Developer Fees		8681	0.00	0.00	(21,604.84)	75,000.00	75,000.00	New
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>8,000.00</b>	<b>8,000.00</b>	<b>(21,604.84)</b>	<b>83,000.00</b>	<b>75,000.00</b>	<b>937.5%</b>
<b>TOTAL, REVENUES</b>			<b>8,000.00</b>	<b>8,000.00</b>	<b>(21,604.84)</b>	<b>83,000.00</b>		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>CERTIFICATED SALARIES</b>								
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CERTIFICATED SALARIES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>CLASSIFIED SALARIES</b>								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>EMPLOYEE BENEFITS</b>								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>BOOKS AND SUPPLIES</b>								
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	255,856.59	288,939.00	(288,939.00)	New
Noncapitalized Equipment		4400	0.00	0.00	27,806.76	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			0.00	0.00	283,663.35	288,939.00	(288,939.00)	New
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	132,000.00	132,000.00	86,367.20	132,000.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	250,000.00	250,000.00	13,330.37	250,000.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			382,000.00	382,000.00	99,697.57	382,000.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>CAPITAL OUTLAY</b>								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
Other Transfers Out								
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	199,868.00	199,868.00	103,120.13	199,868.00	0.00	0.0%
Other Debt Service - Principal		7439	268,300.00	268,300.00	268,300.00	268,300.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>468,168.00</b>	<b>468,168.00</b>	<b>371,420.13</b>	<b>468,168.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, EXPENDITURES</b>			<b>850,168.00</b>	<b>850,168.00</b>	<b>754,781.05</b>	<b>1,139,107.00</b>		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>INTERFUND TRANSFERS OUT</b>								
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
Proceeds								
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
<b>Other Sources</b>								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		

<b>Resource</b>	<b>Description</b>	<b>2015/16 Projected Year Totals</b>
9010	Other Restricted Local	4,902,046.00
Total, Restricted Balance		<u>4,902,046.00</u>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	24,000.00	24,000.00	0.00	24,000.00	0.00	0.0%
5) TOTAL, REVENUES			24,000.00	24,000.00	0.00	24,000.00		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.00	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.00	0.00		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			24,000.00	24,000.00	0.00	24,000.00		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>E. NET INCREASE (DECREASE) IN FUND</b>								
<b>BALANCE (C + D4)</b>			24,000.00	24,000.00	0.00	24,000.00		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	9,298,594.00	9,298,594.00		9,147,029.00	(151,565.00)	-1.6%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			9,298,594.00	9,298,594.00		9,147,029.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			9,298,594.00	9,298,594.00		9,147,029.00		
2) Ending Balance, June 30 (E + F1e)			9,322,594.00	9,322,594.00		9,171,029.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance			9,322,594.00	9,322,594.00		9,171,029.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		



Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>FEDERAL REVENUE</b>								
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER STATE REVENUE</b>								
School Facilities Apportionments		8545	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER LOCAL REVENUE</b>								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	24,000.00	24,000.00	0.00	24,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
<b>Other Local Revenue</b>								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			24,000.00	24,000.00	0.00	24,000.00	0.00	0.0%
<b>TOTAL, REVENUES</b>			24,000.00	24,000.00	0.00	24,000.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>CLASSIFIED SALARIES</b>								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>EMPLOYEE BENEFITS</b>								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>BOOKS AND SUPPLIES</b>								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.00	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>CAPITAL OUTLAY</b>								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
Other Transfers Out								
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, EXPENDITURES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
To: State School Building Fund/ County School Facilities Fund								
From: All Other Funds		8913	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>INTERFUND TRANSFERS OUT</b>								
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
Proceeds								
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		

<b>Resource</b>	<b>Description</b>	<b>2015/16 Projected Year Totals</b>
7710	State School Facilities Projects	9,171,029.00
Total, Restricted Balance		<u>9,171,029.00</u>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	103,831.00	103,831.00	3,749.80	95,178.00	(8,653.00)	-8.3%
4) Other Local Revenue		8600-8799	11,444,105.00	11,444,105.00	84,229.78	10,960,805.00	(483,300.00)	-4.2%
5) TOTAL, REVENUES			11,547,936.00	11,547,936.00	87,979.58	11,055,983.00		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.00	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	12,159,532.00	12,159,532.00	8,315,817.29	12,756,974.00	(597,442.00)	-4.9%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			12,159,532.00	12,159,532.00	8,315,817.29	12,756,974.00		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(611,596.00)	(611,596.00)	(8,227,837.71)	(1,700,991.00)		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	1,741,787.49	1,741,787.00	1,741,787.00	New
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	1,741,787.49	1,741,787.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(611,596.00)	(611,596.00)	(6,486,050.22)	40,796.00		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	10,657,282.00	10,657,282.00		11,631,073.00	973,791.00	9.1%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			10,657,282.00	10,657,282.00		11,631,073.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			10,657,282.00	10,657,282.00		11,631,073.00		
2) Ending Balance, June 30 (E + F1e)			10,045,686.00	10,045,686.00		11,671,869.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance			10,045,686.00	10,045,686.00		11,671,869.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount			0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>FEDERAL REVENUE</b>								
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER STATE REVENUE</b>								
Tax Relief Subventions Voted Indebtedness Levies								
Homeowners' Exemptions		8571	103,831.00	103,831.00	0.00	95,178.00	(8,653.00)	-8.3%
Other Subventions/In-Lieu Taxes		8572	0.00	0.00	3,749.80	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			103,831.00	103,831.00	3,749.80	95,178.00	(8,653.00)	-8.3%
<b>OTHER LOCAL REVENUE</b>								
County and District Taxes Voted Indebtedness Levies Secured Roll		8611	10,818,215.00	10,818,215.00	0.00	10,339,596.00	(478,619.00)	-4.4%
Unsecured Roll		8612	605,890.00	605,890.00	0.00	601,009.00	(4,881.00)	-0.8%
Prior Years' Taxes		8613	0.00	0.00	4,305.99	0.00	0.00	0.0%
Supplemental Taxes		8614	0.00	0.00	79,923.79	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	20,000.00	20,000.00	0.00	20,200.00	200.00	1.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
<b>Other Local Revenue</b>								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			11,444,105.00	11,444,105.00	84,229.78	10,960,805.00	(483,300.00)	-4.2%
<b>TOTAL, REVENUES</b>			11,547,936.00	11,547,936.00	87,979.58	11,055,963.00		
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
<b>Debt Service</b>								
Bond Redemptions		7433	4,650,362.00	4,650,362.00	4,033,131.80	4,650,362.00	0.00	0.0%
Bond Interest and Other Service Charges		7434	7,509,170.00	7,509,170.00	4,282,685.49	8,106,612.00	(597,442.00)	-8.0%
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			12,159,532.00	12,159,532.00	8,315,817.29	12,756,974.00	(597,442.00)	-4.9%
<b>TOTAL, EXPENDITURES</b>			12,159,532.00	12,159,532.00	8,315,817.29	12,756,974.00		



Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>								
To: General Fund		7614	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	1,741,787.49	1,741,787.00	1,741,787.00	New
<b>(c) TOTAL, SOURCES</b>			0.00	0.00	1,741,787.49	1,741,787.00	1,741,787.00	New
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)</b>			0.00	0.00	1,741,787.49	1,741,787.00		

<b>Resource</b>	<b>Description</b>	<b>2015/16 Projected Year Totals</b>
9010	Other Restricted Local	11,671,869.00
Total, Restricted Balance		<u>11,671,869.00</u>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	3,723,457.00	3,723,457.00	0.00	3,723,457.00	0.00	0.0%
5) TOTAL REVENUES			3,723,457.00	3,723,457.00	0.00	3,723,457.00		
<b>B. EXPENSES</b>								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenses		5000-5999	6,804,074.00	6,804,074.00	1,257,320.37	6,804,074.00	0.00	0.0%
6) Depreciation		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL EXPENSES			6,804,074.00	6,804,074.00	1,257,320.37	6,804,074.00		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(3,080,617.00)	(3,080,617.00)	(1,257,320.37)	(3,080,617.00)		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)</b>			(3,080,617.00)	(3,080,617.00)	(1,257,320.37)	(3,080,617.00)		
<b>F. NET POSITION</b>								
1) Beginning Net Position								
a) As of July 1 - Unaudited		9791	7,637,921.00	7,637,921.00		7,312,052.00	(325,869.00)	-4.3%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			7,637,921.00	7,637,921.00		7,312,052.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			7,637,921.00	7,637,921.00		7,312,052.00		
2) Ending Net Position, June 30 (E + F1e)			4,557,304.00	4,557,304.00		4,231,435.00		
Components of Ending Net Position								
a) Net Investment in Capital Assets		9796	0.00	0.00		0.00		
b) Restricted Net Position		9797	4,557,304.00	4,557,304.00		4,231,435.00		
c) Unrestricted Net Position		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>OTHER LOCAL REVENUE</b>								
Interest		8660	15,000.00	15,000.00	0.00	15,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
<b>Fees and Contracts</b>								
In-District Premiums/Contributions		8674	3,275,000.00	3,275,000.00	0.00	3,275,000.00	0.00	0.0%
<b>Other Local Revenue</b>								
All Other Local Revenue		8699	433,457.00	433,457.00	0.00	433,457.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			3,723,457.00	3,723,457.00	0.00	3,723,457.00	0.00	0.0%
<b>TOTAL, REVENUES</b>			3,723,457.00	3,723,457.00	0.00	3,723,457.00		
<b>SERVICES AND OTHER OPERATING EXPENSES</b>								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	6,804,074.00	6,804,074.00	1,257,320.37	6,804,074.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENSES</b>			6,804,074.00	6,804,074.00	1,257,320.37	6,804,074.00	0.00	0.0%
<b>TOTAL, EXPENSES</b>			6,804,074.00	6,804,074.00	1,257,320.37	6,804,074.00		
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
<b>Other Sources</b>								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES (a + c - d + e)</b>			0.00	0.00	0.00	0.00		

<b>Resource</b>	<b>Description</b>	<b>2015/16 Projected Year Totals</b>
9010	Other Restricted Local	4,231,435.00
Total, Restricted Net Position		<u>4,231,435.00</u>

## Future Years Projections Data Worksheet

District: Oxnard School District

Reporting Period: 2015/16 1<sup>st</sup> Interim

**Fiscal Year 2016/17**

**Fiscal Year 2017/18**

LCFF ADA: 16,439

LCFF ADA: 16,439

LCFF Target Funding Rate: 35.55%  
Unrestricted Lottery amount / ADA: \$126.00

LCFF Target Funding Rate: 35.11%  
Unrestricted Lottery amount / ADA: \$126.00

Change in Staffing:  
\$0.00

Change in Staffing:  
\$0.00

Total Compensation Increase 0%  
Step & Column only \$1,285,611

Total Compensation Increase 0%  
Step & Column only \$1,304,895

Changes in Health Benefits: 0%

Changes in Health Benefits: 0%

CPI: 2.70%

CPI: 2.90%

Other factors affecting expenditures and the fiscal year(s) they pertain to:

Health benefits have a hard cap. No change anticipated. OSD's Budget Advisory Committee will start meeting after the January budget proposal to address 2016-17 budget.

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2016-17 Projection (C)	% Change (Cols. E-C/C) (D)	2017-18 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
<b>A. REVENUES AND OTHER FINANCING SOURCES</b>						
1. LCFF/Revenue Limit Sources	8010-8099	148,125,775.00	5.21%	155,836,727.00	4.16%	162,325,675.00
2. Federal Revenues	8100-8299	0.00	0.00%		0.00%	
3. Other State Revenues	8300-8599	11,658,193.00	-78.45%	2,512,853.00	0.08%	2,514,917.00
4. Other Local Revenues	8600-8799	1,040,896.00	0.12%	1,042,156.00	0.13%	1,043,544.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%		0.00%	
b. Other Sources	8930-8979	0.00	0.00%		0.00%	
c. Contributions	8980-8999	(17,473,701.00)	-1.39%	(17,230,888.00)	11.16%	(19,154,286.00)
6. Total (Sum lines A1 thru A5c)		143,351,163.00	-0.83%	142,160,848.00	3.21%	146,729,850.00
<b>B. EXPENDITURES AND OTHER FINANCING USES</b>						
1. Certificated Salaries						
a. Base Salaries				67,371,883.00		68,382,461.00
b. Step & Column Adjustment				1,010,578.00		1,025,737.00
c. Cost-of-Living Adjustment						
d. Other Adjustments						
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	67,371,883.00	1.50%	68,382,461.00	1.50%	69,408,198.00
2. Classified Salaries						
a. Base Salaries				18,335,011.00		18,610,044.00
b. Step & Column Adjustment				275,033.00		279,158.00
c. Cost-of-Living Adjustment						
d. Other Adjustments						
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	18,335,011.00	1.50%	18,610,044.00	1.50%	18,889,202.00
3. Employee Benefits	3000-3999	28,424,681.00	6.54%	30,284,025.00	7.00%	32,404,129.00
4. Books and Supplies	4000-4999	9,084,064.00	2.48%	9,309,250.00	2.60%	9,551,290.00
5. Services and Other Operating Expenditures	5000-5999	11,830,636.00	2.00%	12,067,136.00	2.10%	12,320,620.00
6. Capital Outlay	6000-6999	253,436.00	18.37%	300,000.00	0.00%	300,000.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	2,862,350.00	0.00%	2,862,350.00	0.00%	2,862,350.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(1,903,556.00)	0.00%	(1,903,556.00)	0.00%	(1,903,556.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	1,527,142.00	0.00%	1,527,142.00	0.00%	1,527,142.00
b. Other Uses	7630-7699	0.00	0.00%		0.00%	
10. Other Adjustments (Explain in Section F below)						
11. Total (Sum lines B1 thru B10)		137,785,647.00	2.65%	141,438,852.00	2.77%	145,359,375.00
<b>C. NET INCREASE (DECREASE) IN FUND BALANCE</b> (Line A6 minus line B11)						
		5,565,516.00		721,996.00		1,370,475.00
<b>D. FUND BALANCE</b>						
1. Net Beginning Fund Balance (Form 011, line F1e)		16,183,533.00		21,749,049.00		22,471,045.00
2. Ending Fund Balance (Sum lines C and D1)		21,749,049.00		22,471,045.00		23,841,520.00
3. Components of Ending Fund Balance (Form 011)						
a. Nonspendable	9710-9719	0.00		120,000.00		120,000.00
b. Restricted	9740					
c. Committed						
1. Stabilization Arrangements	9750	0.00				
2. Other Commitments	9760	0.00				
d. Assigned	9780	7,812,100.00		7,973,011.00		8,168,467.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	5,712,101.00		5,585,670.00		5,730,312.00
2. Unassigned/Unappropriated	9790	8,224,848.00		8,792,364.00		9,822,741.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		21,749,049.00		22,471,045.00		23,841,520.00



Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2016-17 Projection (C)	% Change (Cols. E-C/C) (D)	2017-18 Projection (E)
<b>E. AVAILABLE RESERVES</b>						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	5,712,101.00		5,585,670.00		5,730,312.00
c. Unassigned/Unappropriated	9790	8,224,848.00		8,792,364.00		9,822,741.00
(Enter other reserve projections in Columns C and E for subsequent years 1 and 2; current year - Column A - is extracted)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750	0.00				
b. Reserve for Economic Uncertainties	9789	0.00				
c. Unassigned/Unappropriated	9790	0.00				
3. Total Available Reserves (Sum lines E1a thru E2c)		13,936,949.00		14,378,034.00		15,553,053.00

**F. ASSUMPTIONS**

Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2016-17 Projection (C)	% Change (Cols. E-C/C) (D)	2017-18 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
<b>A. REVENUES AND OTHER FINANCING SOURCES</b>						
1. LCFF/Revenue Limit Sources	8010-8099	0.00	0.00%		0.00%	
2. Federal Revenues	8100-8299	18,565,728.00	-39.17%	11,292,647.00	0.00%	11,292,647.00
3. Other State Revenues	8300-8599	7,126,725.00	1.43%	7,228,823.00	2.22%	7,389,606.00
4. Other Local Revenues	8600-8799	7,814,481.00	0.00%	7,814,481.00	0.00%	7,814,481.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%		0.00%	
b. Other Sources	8930-8979	0.00	0.00%		0.00%	
c. Contributions	8980-8999	17,473,701.00	-1.39%	17,230,888.00	11.16%	19,154,286.00
6. Total (Sum lines A1 thru A5c)		50,980,635.00	-14.54%	43,566,839.00	4.78%	45,651,020.00
<b>B. EXPENDITURES AND OTHER FINANCING USES</b>						
1. Certificated Salaries						
a. Base Salaries				13,991,363.00		12,925,312.00
b. Step & Column Adjustment				191,015.00		193,880.00
c. Cost-of-Living Adjustment						
d. Other Adjustments				(1,257,066.00)		
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	13,991,363.00	-7.62%	12,925,312.00	1.50%	13,119,192.00
2. Classified Salaries						
a. Base Salaries				8,730,291.00		8,861,373.00
b. Step & Column Adjustment				131,082.00		133,048.00
c. Cost-of-Living Adjustment						
d. Other Adjustments						
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	8,730,291.00	1.50%	8,861,373.00	1.50%	8,994,421.00
3. Employee Benefits	3000-3999	6,962,975.00	2.94%	7,167,678.00	7.00%	7,669,415.00
4. Books and Supplies	4000-4999	10,535,021.00	-50.93%	5,169,605.00	-1.45%	5,094,438.00
5. Services and Other Operating Expenditures	5000-5999	10,568,715.00	-12.82%	9,214,121.00	1.49%	9,351,515.00
6. Capital Outlay	6000-6999	479,800.00	0.04%	480,000.00	2.08%	490,000.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	0.00	0.00%		0.00%	
8. Other Outgo - Transfers of Indirect Costs	7300-7399	1,349,538.00	-30.94%	932,039.00	0.00%	932,039.00
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%		0.00%	
b. Other Uses	7630-7699	0.00	0.00%		0.00%	
10. Other Adjustments (Explain in Section F below)						
11. Total (Sum lines B1 thru B10)		52,617,703.00	-14.95%	44,750,128.00	2.01%	45,651,020.00
<b>C. NET INCREASE (DECREASE) IN FUND BALANCE</b>						
(Line A6 minus line B11)						
		(1,637,068.00)		(1,183,289.00)		0.00
<b>D. FUND BALANCE</b>						
1. Net Beginning Fund Balance (Form 011, line F1e)		2,820,357.00		1,183,289.00		0.00
2. Ending Fund Balance (Sum lines C and D1)		1,183,289.00		0.00		0.00
3. Components of Ending Fund Balance (Form 011)						
a. Nonspendable	9710-9719	0.00				
b. Restricted	9740	1,183,289.00				
c. Committed						
1. Stabilization Arrangements	9750					
2. Other Commitments	9760					
d. Assigned	9780					
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789					
2. Unassigned/Unappropriated	9790	0.00		0.00		0.00
f. Total Components of Ending Fund Balance						
(Line D3f must agree with line D2)		1,183,289.00		0.00		0.00

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2016-17 Projection (C)	% Change (Cols. E-C/C) (D)	2017-18 Projection (E)
<b>E. AVAILABLE RESERVES</b>						
1. General Fund						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated Amount	9790					
(Enter current year reserve projections in Column A, and other reserve projections in Columns C and E for subsequent years 1 and 2)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
3. Total Available Reserves (Sum lines E1a thru E2c)						
<b>F. ASSUMPTIONS</b>						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						
B1d - \$4M MSAP Grant expiration affects all out year accounts						

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2016-17 Projection (C)	% Change (Cols. E-C/C) (D)	2017-18 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
<b>A. REVENUES AND OTHER FINANCING SOURCES</b>						
1. LCFF/Revenue Limit Sources	8010-8099	148,125,775.00	5.21%	155,836,727.00	4.16%	162,325,675.00
2. Federal Revenues	8100-8299	18,565,728.00	-39.17%	11,292,647.00	0.00%	11,292,647.00
3. Other State Revenues	8300-8599	18,784,918.00	-48.14%	9,741,676.00	1.67%	9,904,523.00
4. Other Local Revenues	8600-8799	8,855,377.00	0.01%	8,856,637.00	0.02%	8,858,025.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	0.00	0.00%	0.00	0.00%	0.00
6. Total (Sum lines A1 thru A5c)		194,331,798.00	-4.43%	185,727,687.00	3.58%	192,380,870.00
<b>B. EXPENDITURES AND OTHER FINANCING USES</b>						
1. Certificated Salaries						
a. Base Salaries				81,363,246.00		81,307,773.00
b. Step & Column Adjustment				1,201,593.00		1,219,617.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(1,257,066.00)		0.00
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	81,363,246.00	-0.07%	81,307,773.00	1.50%	82,527,390.00
2. Classified Salaries						
a. Base Salaries				27,065,302.00		27,471,417.00
b. Step & Column Adjustment				406,115.00		412,206.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				0.00		0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	27,065,302.00	1.50%	27,471,417.00	1.50%	27,883,623.00
3. Employee Benefits	3000-3999	35,387,656.00	5.83%	37,451,703.00	7.00%	40,073,544.00
4. Books and Supplies	4000-4999	19,619,085.00	-26.20%	14,478,855.00	1.15%	14,645,728.00
5. Services and Other Operating Expenditures	5000-5999	22,399,351.00	-4.99%	21,281,257.00	1.84%	21,672,135.00
6. Capital Outlay	6000-6999	733,236.00	6.38%	780,000.00	1.28%	790,000.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	2,862,350.00	0.00%	2,862,350.00	0.00%	2,862,350.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(554,018.00)	75.36%	(971,517.00)	0.00%	(971,517.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	1,527,142.00	0.00%	1,527,142.00	0.00%	1,527,142.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments				0.00		0.00
11. Total (Sum lines B1 thru B10)		190,403,350.00	-2.21%	186,188,980.00	2.59%	191,010,395.00
<b>C. NET INCREASE (DECREASE) IN FUND BALANCE</b>						
(Line A6 minus line B11)						
		3,928,448.00		(461,293.00)		1,370,475.00
<b>D. FUND BALANCE</b>						
1. Net Beginning Fund Balance (Form 011, line F1e)		19,003,890.00		22,932,338.00		22,471,045.00
2. Ending Fund Balance (Sum lines C and D1)		22,932,338.00		22,471,045.00		23,841,520.00
3. Components of Ending Fund Balance (Form 011)						
a. Nonspendable	9710-9719	0.00		120,000.00		120,000.00
b. Restricted	9740	1,183,289.00		0.00		0.00
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	0.00		0.00		0.00
d. Assigned	9780	7,812,100.00		7,973,011.00		8,168,467.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	5,712,101.00		5,585,670.00		5,730,312.00
2. Unassigned/Unappropriated	9790	8,224,848.00		8,792,364.00		9,822,741.00
f. Total Components of Ending Fund Balance		22,932,338.00		22,471,045.00		23,841,520.00
(Line D3f must agree with line D2)						

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2016-17 Projection (C)	% Change (Cols. E-C/C) (D)	2017-18 Projection (E)
<b>E. AVAILABLE RESERVES (Unrestricted except as noted)</b>						
<b>1. General Fund</b>						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	5,712,101.00		5,585,670.00		5,730,312.00
c. Unassigned/Unappropriated	9790	8,224,848.00		8,792,364.00		9,822,741.00
d. Negative Restricted Ending Balances (Negative resources 2000-9999)	979Z			0.00		0.00
<b>2. Special Reserve Fund - Noncapital Outlay (Fund 17)</b>						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
<b>3. Total Available Reserves - by Amount (Sum lines E1 thru E2c)</b>		<b>13,936,949.00</b>		<b>14,378,034.00</b>		<b>15,553,053.00</b>
<b>4. Total Available Reserves - by Percent (Line E3 divided by Line F3c)</b>		<b>7.32%</b>		<b>7.72%</b>		<b>8.14%</b>
<b>F. RECOMMENDED RESERVES</b>						
<b>1. Special Education Pass-through Exclusions</b>						
For districts that serve as the administrative unit (AU) of a special education local plan area (SELPA):						
a. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?	Yes					
b. If you are the SELPA AU and are excluding special education pass-through funds:						
1. Enter the name(s) of the SELPA(s):						
<b>2. Special education pass-through funds</b>						
(Column A: Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223; enter projections for subsequent years 1 and 2 in Columns C and E)						
		0.00				
<b>2. District ADA</b>						
Used to determine the reserve standard percentage level on line F3d (Col. A: Form AI, Estimated P-2 ADA column, lines A6 and C4; enter projections)						
		16,438.97		16,438.97		16,438.97
<b>3. Calculating the Reserves</b>						
a. Expenditures and Other Financing Uses (Line B11)		190,403,350.00		186,188,980.00		191,010,395.00
b. Plus: Special Education Pass-through Funds (Line F1b2, if Line F1a is No)		0.00		0.00		0.00
c. Total Expenditures and Other Financing Uses (Line F3a plus line F3b)		190,403,350.00		186,188,980.00		191,010,395.00
d. Reserve Standard Percentage Level (Refer to Form 01CSI, Criterion 10 for calculation details)		3%		3%		3%
e. Reserve Standard - By Percent (Line F3c times F3d)		5,712,100.50		5,585,669.40		5,730,311.85
f. Reserve Standard - By Amount (Refer to Form 01CSI, Criterion 10 for calculation details)		0.00		0.00		0.00
g. Reserve Standard (Greater of Line F3e or F3f)		5,712,100.50		5,585,669.40		5,730,311.85
h. Available Reserves (Line E3) Meet Reserve Standard (Line F3g)		YES		YES		YES

Provide methodology and assumptions used to estimate ADA, enrollment, revenues, expenditures, reserves and fund balance, and multiyear commitments (including cost-of-living adjustments).

Deviations from the standards must be explained and may affect the interim certification.

**CRITERIA AND STANDARDS**

**1. CRITERION: Average Daily Attendance**

STANDARD: Funded average daily attendance (ADA) for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since budget adoption.

District's ADA Standard Percentage Range: -2.0% to +2.0%

**1A. Calculating the District's ADA Variances**

DATA ENTRY: Budget Adoption data that exist for the current year will be extracted; otherwise, enter data into the first column for all fiscal years. First Interim Projected Year Totals data that exist for the current year will be extracted; otherwise, enter data for all fiscal years.

Fiscal Year	Estimated Funded ADA		Percent Change	Status
	Budget Adoption Budget	First Interim Projected Year Totals		
	(Form 01CS, Item 1A)	(Form AI, Lines A6 and C9)		
Current Year (2015-16)	16,464.23	16,438.97	-0.2%	Met
1st Subsequent Year (2016-17)	16,438.97	16,438.97	0.0%	Met
2nd Subsequent Year (2017-18)	16,438.97	16,438.97	0.0%	Met

**1B. Comparison of District ADA to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Funded ADA has not changed since budget adoption by more than two percent in any of the current year or two subsequent fiscal years.

Explanation:  
(required if NOT met)

**2. CRITERION: Enrollment**

STANDARD: Projected enrollment for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since budget adoption.

District's Enrollment Standard Percentage Range: -2.0% to +2.0%

**2A. Calculating the District's Enrollment Variances**

DATA ENTRY: Budget Adoption data that exist will be extracted; otherwise, enter data into the first column for all fiscal years. Enter data in the second column for all fiscal years.

Fiscal Year	Enrollment		Percent Change	Status
	Budget Adoption (Form 01CS, Item 3B)	First Interim CBEDS/Projected		
Current Year (2015-16)	17,169	16,959	-1.2%	Met
1st Subsequent Year (2016-17)	16,959	16,959	0.0%	Met
2nd Subsequent Year (2017-18)	16,959	16,959	0.0%	Met

**2B. Comparison of District Enrollment to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Enrollment projections have not changed since budget adoption by more than two percent for the current year and two subsequent fiscal years.

Explanation:  
(required if NOT met)

**3. CRITERION: ADA to Enrollment**

STANDARD: Projected second period (P-2) average daily attendance (ADA) to enrollment ratio for any of the current fiscal year or two subsequent fiscal years has not increased from the historical average ratio from the three prior fiscal years by more than one half of one percent (0.5%).

**3A. Calculating the District's ADA to Enrollment Standard**

DATA ENTRY: Unaudited Actuals data that exist will be extracted into the P-2 ADA column for the First Prior Year; otherwise, enter First Prior Year data. P-2 ADA for the second and third prior years are preloaded. Budget Adoption data that exist will be extracted into the Enrollment column; otherwise, enter Enrollment data for all fiscal years.

Fiscal Year	P-2 ADA Unaudited Actuals (Form A, Lines 3, 6, and 26) (Form A, Lines A6 and C4) (Form A, Lines A6 and C9)	Enrollment CBEDS Actual (Form 01CS, Item 2A)	Historical Ratio of ADA to Enrollment
Third Prior Year (2012-13)	15,827	16,533	95.7%
Second Prior Year (2013-14)	16,392	16,803	97.6%
First Prior Year (2014-15)	16,464	16,983	96.9%
		Historical Average Ratio:	96.7%
District's ADA to Enrollment Standard (historical average ratio plus 0.5%):			97.2%

**3B. Calculating the District's Projected Ratio of ADA to Enrollment**

DATA ENTRY: Estimated P-2 ADA data that exist will be extracted into the first column for the Current Year; otherwise, enter data in the first column for all fiscal years. All other data are extracted.

Fiscal Year	Estimated P-2 ADA (Form AI, Lines A6 and C9)	Enrollment CBEDS/Projected (Criterion 2, Item 2A)	Ratio of ADA to Enrollment	Status
Current Year (2015-16)	16,439	16,959	96.9%	Met
1st Subsequent Year (2016-17)	16,439	16,959	96.9%	Met
2nd Subsequent Year (2017-18)	16,439	16,959	96.9%	Met

**3C. Comparison of District ADA to Enrollment Ratio to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Projected P-2 ADA to enrollment ratio has not exceeded the standard for the current year and two subsequent fiscal years.

Explanation:  
(required if NOT met)



**4. CRITERION: LCFF Revenue**

STANDARD: Projected LCFF revenue for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since budget adoption.

District's LCFF Revenue Standard Percentage Range:

**4A. Calculating the District's Projected Change in LCFF Revenue**

DATA ENTRY: Budget Adoption data that exist will be extracted; otherwise, enter data into the first column. In the First Interim column, Current Year data are extracted; enter data for the two subsequent years.

Fiscal Year	LCFF Revenue (Fund 01, Objects 8011, 8012, 8020-8089)		Percent Change	Status
	Budget Adoption (Form 01CS, Item 4B)	First Interim Projected Year Totals		
	Current Year (2015-16)	148,879,400.00		
1st Subsequent Year (2016-17)	151,669,307.00	155,836,727.00	2.7%	Not Met
2nd Subsequent Year (2017-18)	155,909,159.00	162,325,675.00	4.1%	Not Met

**4B. Comparison of District LCFF Revenue to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD NOT MET - Projected LCFF revenue has changed since budget adoption by more than two percent in any of the current year or two subsequent fiscal years. Provide reasons why the change(s) exceed the standard and a description of the methods and assumptions used in projecting LCFF revenue.

Explanation:  
(required if NOT met)

GAP funding percentages increased since May revise and have therefore affected the projections of LCFF Revenue at 1st Interim in the out years

**5. CRITERION: Salaries and Benefits**

STANDARD: Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures for any of the current fiscal year or two subsequent fiscal years has not changed from the historical average ratio from the three prior fiscal years by more than the greater of three percent or the district's required reserves percentage.

It is likely that for many districts the 2014-15 and 2015-16 change from the historical average ratio will exceed the standard because certain revenues that were restricted prior to the LCFF are now unrestricted within the LCFF.

**5A. Calculating the District's Historical Average Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures**

DATA ENTRY: Unaudited Actuals data that exist for the First Prior Year will be extracted; otherwise, enter data for the First Prior Year. Unaudited Actuals data for the second and third prior years are preloaded.

Fiscal Year	Unaudited Actuals - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures
	Salaries and Benefits (Form 01, Objects 1000-3999)	Total Expenditures (Form 01, Objects 1000-7499)	
Third Prior Year (2012-13)	75,008,350.18	85,631,661.05	87.6%
Second Prior Year (2013-14)	86,059,953.20	100,027,350.22	86.0%
First Prior Year (2014-15)	103,284,208.70	120,669,242.73	85.6%
	Historical Average Ratio:		86.4%

	Current Year (2015-16)	1st Subsequent Year (2016-17)	2nd Subsequent Year (2017-18)
District's Reserve Standard Percentage (Criterion 10B, Line 4)	3.0%	5.0%	5.0%
District's Salaries and Benefits Standard (historical average ratio, plus/minus the greater of 3% or the district's reserve standard percentage):	83.4% to 89.4%	81.4% to 91.4%	81.4% to 91.4%

**5B. Calculating the District's Projected Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures**

DATA ENTRY: If Form MYPI exists, Projected Year Totals data for the two subsequent years will be extracted; if not, enter Projected Year Totals data. Projected Year Totals data for Current Year are extracted.

Fiscal Year	Projected Year Totals - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures	Status
	Salaries and Benefits (Form 011, Objects 1000-3999) (Form MYPI, Lines B1-B3)	Total Expenditures (Form 011, Objects 1000-7499) (Form MYPI, Lines B1-B8, B10)		
Current Year (2015-16)	114,131,575.00	136,258,505.00	83.8%	Met
1st Subsequent Year (2016-17)	117,276,530.00	139,911,710.00	83.8%	Met
2nd Subsequent Year (2017-18)	120,701,529.00	143,832,233.00	83.9%	Met

**5C. Comparison of District Salaries and Benefits Ratio to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Ratio of total unrestricted salaries and benefits to total unrestricted expenditures has met the standard for the current year and two subsequent fiscal years.

Explanation:  
(required if NOT met)

**6. CRITERION: Other Revenues and Expenditures**

STANDARD: Projected operating revenues (including federal, other state and other local) or expenditures (including books and supplies, and services and other operating), for any of the current fiscal year or two subsequent fiscal years, have not changed by more than five percent since budget adoption.

Changes that exceed five percent in any major object category must be explained.

District's Other Revenues and Expenditures Standard Percentage Range:	-5.0% to +5.0%
District's Other Revenues and Expenditures Explanation Percentage Range:	-5.0% to +5.0%

**6A. Calculating the District's Change by Major Object Category and Comparison to the Explanation Percentage Range**

DATA ENTRY: Budget Adoption data that exist will be extracted; otherwise, enter data into the first column. First Interim data for the Current Year are extracted. If First Interim Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years into the second column.

Explanations must be entered for each category if the percent change for any year exceeds the district's explanation percentage range.

Object Range / Fiscal Year	Budget Adoption Budget (Form 01CS, Item 6B)	First Interim Projected Year Totals (Fund 01) (Form MYPI)	Percent Change	Change Is Outside Explanation Range
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**Federal Revenue (Fund 01, Objects 8100-8299) (Form MYPI, Line A2)**

Current Year (2015-16)	13,685,506.00	18,565,728.00	35.7%	Yes
1st Subsequent Year (2016-17)	9,685,506.00	11,292,647.00	16.6%	Yes
2nd Subsequent Year (2017-18)	9,685,506.00	11,292,647.00	16.6%	Yes

Explanation:  
(required if Yes)

2015/16 First Interim includes PY carryover and last year of MSAP grant . 2016/17 and 2017/18 difference represent the new Federal Counseling grant

**Other State Revenue (Fund 01, Objects 8300-8599) (Form MYPI, Line A3)**

Current Year (2015-16)	10,578,603.00	18,784,918.00	77.6%	Yes
1st Subsequent Year (2016-17)	10,578,603.00	9,741,676.00	-7.9%	Yes
2nd Subsequent Year (2017-18)	10,578,603.00	9,904,523.00	-6.4%	Yes

Explanation:  
(required if Yes)

2015/16 includes 1x Mandate Funding and 1x Educator Effectiveness Funding. No guarantee for these fundings in out years. 1x Fundings were not accounted for at time of Adopted Budget

**Other Local Revenue (Fund 01, Objects 8600-8799) (Form MYPI, Line A4)**

Current Year (2015-16)	8,424,060.00	8,855,377.00	5.1%	Yes
1st Subsequent Year (2016-17)	8,424,060.00	8,856,637.00	5.1%	Yes
2nd Subsequent Year (2017-18)	8,424,060.00	8,858,025.00	5.2%	Yes

Explanation:  
(required if Yes)

Donation revenues have been adjusted, Budget adjusted for local revenue expectations.

**Books and Supplies (Fund 01, Objects 4000-4999) (Form MYPI, Line B4)**

Current Year (2015-16)	13,872,177.00	19,619,085.00	41.4%	Yes
1st Subsequent Year (2016-17)	12,739,403.00	14,478,855.00	13.7%	Yes
2nd Subsequent Year (2017-18)	13,070,627.00	14,645,728.00	12.1%	Yes

Explanation:  
(required if Yes)

Expenditures adjusted for carryover and known expenditures

**Services and Other Operating Expenditures (Fund 01, Objects 5000-5999) (Form MYPI, Line B5)**

Current Year (2015-16)	19,553,208.00	22,399,351.00	14.6%	Yes
1st Subsequent Year (2016-17)	18,744,157.00	21,281,257.00	13.5%	Yes
2nd Subsequent Year (2017-18)	19,231,506.00	21,672,135.00	12.7%	Yes

Explanation:  
(required if Yes)

Expenditures adjusted for carryover and known expenditures

**6B. Calculating the District's Change in Total Operating Revenues and Expenditures**

DATA ENTRY: All data are extracted or calculated.

Object Range / Fiscal Year	Budget Adoption Budget	First Interim Projected Year Totals	Percent Change	Status
<b>Total Federal, Other State, and Other Local Revenue (Section 6A)</b>				
Current Year (2015-16)	32,688,169.00	46,206,023.00	41.4%	Not Met
1st Subsequent Year (2016-17)	28,688,169.00	29,890,960.00	4.2%	Met
2nd Subsequent Year (2017-18)	28,688,169.00	30,055,195.00	4.8%	Met
<b>Total Books and Supplies, and Services and Other Operating Expenditures (Section 6A)</b>				
Current Year (2015-16)	33,425,385.00	42,018,436.00	25.7%	Not Met
1st Subsequent Year (2016-17)	31,483,560.00	35,760,112.00	13.6%	Not Met
2nd Subsequent Year (2017-18)	32,302,133.00	36,317,863.00	12.4%	Not Met

**6C. Comparison of District Total Operating Revenues and Expenditures to the Standard Percentage Range**

DATA ENTRY: Explanations are linked from Section 6A if the status in Section 6B is Not Met; no entry is allowed below.

- 1a. STANDARD NOT MET - One or more projected operating revenue have changed since budget adoption by more than the standard in one or more of the current year or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating revenues within the standard must be entered in Section 6A above and will also display in the explanation box below.

**Explanation:**  
Federal Revenue  
(linked from 6A if NOT met)

2015/16 First Interim includes PY carryover and last year of MSAP grant . 2016/17 and 2017/18 difference represent the new Federal Counseling grant

**Explanation:**  
Other State Revenue  
(linked from 6A if NOT met)

2015/16 includes 1x Mandate Funding and 1x Educator Effectiveness Funding. No guarantee for these fundings in out years. 1x Fundings were not accounted for at time of Adopted Budget

**Explanation:**  
Other Local Revenue  
(linked from 6A if NOT met)

Donation revenues have been adjusted, Budget adjusted for local revenue expectations.

- 1b. STANDARD NOT MET - One or more total operating expenditures have changed since budget adoption by more than the standard in one or more of the current year or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating revenues within the standard must be entered in Section 6A above and will also display in the explanation box below.

**Explanation:**  
Books and Supplies  
(linked from 6A if NOT met)

Expenditures adjusted for carryover and known expenditures

**Explanation:**  
Services and Other Exps  
(linked from 6A if NOT met)

Expenditures adjusted for carryover and known expenditures

**7. CRITERION: Facilities Maintenance**

**STANDARD:** Identify changes that have occurred since budget adoption in the projected contributions for facilities maintenance funding as required pursuant to Education Code Section 17070.75, or in how the district is providing adequately to preserve the functionality of its facilities for their normal life in accordance with Education Code sections 52060(d)(1) and 17002(d)(1).

**Determining the District's Compliance with the Contribution Requirement for EC Section 17070.75, as amended by AB 104 (Chapter 13, Statutes of 2015), effective 2015-16 and 2016-17 - Ongoing and Major Maintenance/Restricted Maintenance Account (OMMA/RMA)**

**NOTE:** AB 104 (Chapter 13, Statutes of 2015) requires the district to deposit into the account, for the 2015-16 and 2016-17 fiscal years, a minimum amount that is the lesser of 3% of the total general fund expenditures and other financing uses for that fiscal year or the amount that the district deposited into the account for the 2014-15 fiscal year.

**DATA ENTRY:** For the Required Minimum Contribution, enter the lesser of 3% of the total general fund expenditures and other financing uses for the current year or the amount that the district deposited into the account for the 2014-15 fiscal year. If EC 17070.75(e)(1) and (e)(2) apply, input 3%. All other data are extracted.

	Required Minimum Contribution	First Interim Contribution Projected Year Totals (Fund 01, Resource 8150, Objects 8900-8999)	Status
1. OMMA/RMA Contribution	5,422,997.00	5,422,997.00	Met
2. Budget Adoption Contribution (information only) (Form 01CS, Criterion 7, Line 2c)			

If status is not met, enter an X in the box that best describes why the minimum required contribution was not made:

- Not applicable (district does not participate in the Leroy F. Greene School Facilities Act of 1998)
- Exempt (due to district's small size [EC Section 17070.75 (b)(2)(E)])
- Other (explanation must be provided)

**Explanation:**  
(required if NOT met  
and Other is marked)

**8. CRITERION: Deficit Spending**

STANDARD: Unrestricted deficit spending (total unrestricted expenditures and other financing uses is greater than total unrestricted revenues and other financing sources) as a percentage of total unrestricted expenditures and other financing uses, has not exceeded one-third of the district's available reserves<sup>1</sup> as a percentage of total expenditures and other financing uses<sup>2</sup> in any of the current fiscal year or two subsequent fiscal years.

<sup>1</sup>Available reserves are the unrestricted amounts in the Reserve for Economic Uncertainties and the Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

<sup>2</sup>A school district that is the Administrative Unit of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

**8A. Calculating the District's Deficit Spending Standard Percentage Levels**

DATA ENTRY: All data are extracted or calculated.

	Current Year (2015-16)	1st Subsequent Year (2016-17)	2nd Subsequent Year (2017-18)
District's Available Reserve Percentages (Criterion 10C, Line 9)	7.3%	7.7%	8.1%
District's Deficit Spending Standard Percentage Levels (one-third of available reserve percentage):	2.4%	2.6%	2.7%

**8B. Calculating the District's Deficit Spending Percentages**

DATA ENTRY: Current Year data are extracted. If Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years into the first and second columns.

Fiscal Year	Projected Year Totals		Deficit Spending Level (If Net Change in Unrestricted Fund Balance is negative, else N/A)	Status
	Net Change in Unrestricted Fund Balance (Form 011, Section E) (Form MYPI, Line C)	Total Unrestricted Expenditures and Other Financing Uses (Form 011, Objects 1000-7999) (Form MYPI, Line B11)		
Current Year (2015-16)	5,565,516.00	137,785,647.00	N/A	Met
1st Subsequent Year (2016-17)	721,996.00	141,438,852.00	N/A	Met
2nd Subsequent Year (2017-18)	1,370,475.00	145,359,375.00	N/A	Met

**8C. Comparison of District Deficit Spending to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Unrestricted deficit spending, if any, has not exceeded the standard percentage level in any of the current year or two subsequent fiscal years.

Explanation:  
(required if NOT met)

**9. CRITERION: Fund and Cash Balances**

A. FUND BALANCE STANDARD: Projected general fund balance will be positive at the end of the current fiscal year and two subsequent fiscal years.

**9A-1. Determining if the District's General Fund Ending Balance is Positive**

DATA ENTRY: Current Year data are extracted. If Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years.

Fiscal Year	Ending Fund Balance General Fund Projected Year Totals (Form 01I, Line F2 ) (Form MYPI, Line D2)	Status
Current Year (2015-16)	22,932,338.00	Met
1st Subsequent Year (2016-17)	22,471,045.00	Met
2nd Subsequent Year (2017-18)	23,841,520.00	Met

**9A-2. Comparison of the District's Ending Fund Balance to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Projected general fund ending balance is positive for the current fiscal year and two subsequent fiscal years.

Explanation:  
(required if NOT met)

B. CASH BALANCE STANDARD: Projected general fund cash balance will be positive at the end of the current fiscal year.

**9B-1. Determining if the District's Ending Cash Balance is Positive**

DATA ENTRY: If Form CASH exists, data will be extracted; if not, data must be entered below.

Fiscal Year	Ending Cash Balance General Fund (Form CASH, Line F, June Column)	Status
Current Year (2015-16)	26,583,667.00	Met

**9B-2. Comparison of the District's Ending Cash Balance to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Projected general fund cash balance will be positive at the end of the current fiscal year.

Explanation:  
(required if NOT met)

**10. CRITERION: Reserves**

**STANDARD:** Available reserves<sup>1</sup> for any of the current fiscal year or two subsequent fiscal years are not less than the following percentages or amounts<sup>2</sup> as applied to total expenditures and other financing uses<sup>3</sup>:

**DATA ENTRY:** Current Year data are extracted. Enter district and charter school ADA corresponding to financial data reported in the General Fund, only, for the two subsequent years.

Percentage Level	District ADA		
5% or \$65,000 (greater of)	0	to	300
4% or \$65,000 (greater of)	301	to	1,000
3%	1,001	to	30,000
2%	30,001	to	400,000
1%	400,001	and	over

<sup>1</sup> Available reserves are the unrestricted amounts in the Reserve for Economic Uncertainties and the Unassigned/Unappropriated accounts in the General Fund and Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

<sup>2</sup> Dollar amounts to be adjusted annually by the prior year statutory cost-of-living adjustment (Education Code Section 42238), rounded to the nearest thousand.

<sup>3</sup> A school district that is the Administrative Unit (AU) of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

	Current Year (2015-16)	1st Subsequent Year (2016-17)	2nd Subsequent Year (2017-18)
District Estimated P-2 ADA (Form A, lines A6 and C4):	16,439		
District's Reserve Standard Percentage Level:	3%	5%	5%

**10A. Calculating the District's Special Education Pass-through Exclusions (only for districts that serve as the AU of a SELPA)**

**DATA ENTRY:** For SELPA AUs, if Form MYPI exists, all data will be extracted including the Yes/No button selection. If not, click the appropriate Yes or No button for item 1 and, if Yes, enter data for item 2a and for the two subsequent years in item 2b; Current Year data are extracted.

For districts that serve as the AU of a SELPA (Form MYPI, Lines F1a, F1b1, and F1b2):

- Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?
- If you are the SELPA AU and are excluding special education pass-through funds:
  - Enter the name(s) of the SELPA(s): \_\_\_\_\_

- Special Education Pass-through Funds  
(Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223)

	Current Year Projected Year Totals (2015-16)	1st Subsequent Year (2016-17)	2nd Subsequent Year (2017-18)
	0.00		

**10B. Calculating the District's Reserve Standard**

**DATA ENTRY:** If Form MYPI exists, all data will be extracted or calculated. If not, enter data for line 1 for the two subsequent years; Current Year data are extracted.

	Current Year Projected Year Totals (2015-16)	1st Subsequent Year (2016-17)	2nd Subsequent Year (2017-18)
1. Expenditures and Other Financing Uses (Form 011, objects 1000-7999) (Form MYPI, Line B11)	190,403,350.00	186,188,980.00	191,010,395.00
2. Plus: Special Education Pass-through (Criterion 10A, Line 2b, if Criterion 10A, Line 1 is No)			
3. Total Expenditures and Other Financing Uses (Line B1 plus Line B2)	190,403,350.00	186,188,980.00	191,010,395.00
4. Reserve Standard Percentage Level	3%	5%	5%
5. Reserve Standard - by Percent (Line B3 times Line B4)	5,712,100.50	9,309,449.00	9,550,519.75
6. Reserve Standard - by Amount (\$65,000 for districts with less than 1,001 ADA, else 0)	0.00	0.00	0.00
7. <b>District's Reserve Standard</b> (Greater of Line B5 or Line B6)	5,712,100.50	9,309,449.00	9,550,519.75



**10C. Calculating the District's Available Reserve Amount**

DATA ENTRY: All data are extracted from fund data and Form MYPI. If Form MYPI does not exist, enter data for the two subsequent years.

Reserve Amounts (Unrestricted resources 0000-1999 except Line 4)	Current Year Projected Year Totals (2015-16)	1st Subsequent Year (2016-17)	2nd Subsequent Year (2017-18)
1. General Fund - Stabilization Arrangements (Fund 01, Object 9750) (Form MYPI, Line E1a)	0.00		
2. General Fund - Reserve for Economic Uncertainties (Fund 01, Object 9789) (Form MYPI, Line E1b)	5,712,101.00	5,585,670.00	5,730,312.00
3. General Fund - Unassigned/Unappropriated Amount (Fund 01, Object 9790) (Form MYPI, Line E1c)	8,224,848.00	8,792,364.00	9,822,741.00
4. General Fund - Negative Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999) (Form MYPI, Line E1d)	0.00	0.00	0.00
5. Special Reserve Fund - Stabilization Arrangements (Fund 17, Object 9750) (Form MYPI, Line E2a)	0.00		
6. Special Reserve Fund - Reserve for Economic Uncertainties (Fund 17, Object 9789) (Form MYPI, Line E2b)	0.00		
7. Special Reserve Fund - Unassigned/Unappropriated Amount (Fund 17, Object 9790) (Form MYPI, Line E2c)	0.00		
8. District's Available Reserve Amount (Lines C1 thru C7)	13,936,949.00	14,378,034.00	15,553,053.00
9. District's Available Reserve Percentage (Information only) (Line 8 divided by Section 10B, Line 3)	7.32%	7.72%	8.14%
<b>District's Reserve Standard (Section 10B, Line 7):</b>	<b>5,712,100.50</b>	<b>9,309,449.00</b>	<b>9,550,519.75</b>
Status:	Met	Met	Met

**10D. Comparison of District Reserve Amount to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Available reserves have met the standard for the current year and two subsequent fiscal years.

Explanation:  
(required if NOT met)

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## SUPPLEMENTAL INFORMATION

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DATA ENTRY: Click the appropriate Yes or No button for items S1 through S4. Enter an explanation for each Yes answer.

### S1. Contingent Liabilities

1a. Does your district have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that have occurred since budget adoption that may impact the budget?

1b. If Yes, identify the liabilities and how they may impact the budget:

### S2. Use of One-time Revenues for Ongoing Expenditures

1a. Does your district have ongoing general fund expenditures funded with one-time revenues that have changed since budget adoption by more than five percent?

1b. If Yes, identify the expenditures and explain how the one-time resources will be replaced to continue funding the ongoing expenditures in the following fiscal years:

### S3. Temporary Interfund Borrowings

1a. Does your district have projected temporary borrowings between funds?  
(Refer to Education Code Section 42603)

1b. If Yes, identify the interfund borrowings:

### S4. Contingent Revenues

1a. Does your district have projected revenues for the current fiscal year or either of the two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?

1b. If Yes, identify any of these revenues that are dedicated for ongoing expenses and explain how the revenues will be replaced or expenditures reduced:

**S5. Contributions**

Identify projected contributions from unrestricted resources in the general fund to restricted resources in the general fund for the current fiscal year and two subsequent fiscal years. Provide an explanation if contributions have changed by more than \$20,000 and more than five percent since budget adoption.

Identify projected transfers to or from the general fund to cover operating deficits in either the general fund or any other fund for the current fiscal year and two subsequent fiscal years. Provide an explanation if transfers have changed by more than \$20,000 and more than five percent since budget adoption.

Identify capital project cost overruns that have occurred since budget adoption that may impact the general fund budget.

District's Contributions and Transfers Standard: -5.0% to +5.0%  
or -\$20,000 to +\$20,000

**S5A. Identification of the District's Projected Contributions, Transfers, and Capital Projects that may Impact the General Fund**

DATA ENTRY: Budget Adoption data that exist will be extracted; otherwise, enter data into the first column. For Contributions, the First Interim's Current Year data will be extracted. Enter First Interim Contributions for the 1st and 2nd Subsequent Years. For Transfers In and Transfers Out, if Form MYP exists, the data will be extracted into the First Interim column for the Current Year, and 1st and 2nd Subsequent Years. If Form MYP does not exist, enter data in the Current Year, and 1st and 2nd Subsequent Years. Click on the appropriate button for Item 1d; all other data will be calculated.

Description / Fiscal Year	Budget Adoption (Form 01CS, Item S5A)	First Interim Projected Year Totals	Percent Change	Amount of Change	Status
<b>1a. Contributions, Unrestricted General Fund (Fund 01, Resources 0000-1999, Object 8980)</b>					
Current Year (2015-16)	(16,736,289.00)	(17,473,701.00)	4.4%	737,412.00	Met
1st Subsequent Year (2016-17)	(16,315,162.00)	(17,230,888.00)	5.6%	915,726.00	Not Met
2nd Subsequent Year (2017-18)	(18,567,066.00)	(19,154,286.00)	3.2%	587,220.00	Met
<b>1b. Transfers In, General Fund *</b>					
Current Year (2015-16)	0.00	0.00	0.0%	0.00	Met
1st Subsequent Year (2016-17)	0.00	0.00	0.0%	0.00	Met
2nd Subsequent Year (2017-18)	0.00	0.00	0.0%	0.00	Met
<b>1c. Transfers Out, General Fund *</b>					
Current Year (2015-16)	1,527,142.00	1,527,142.00	0.0%	0.00	Met
1st Subsequent Year (2016-17)	1,527,142.00	1,527,142.00	0.0%	0.00	Met
2nd Subsequent Year (2017-18)	1,527,142.00	1,527,142.00	0.0%	0.00	Met

**1d. Capital Project Cost Overruns**

Have capital project cost overruns occurred since budget adoption that may impact the general fund operational budget?

No

\* Include transfers used to cover operating deficits in either the general fund or any other fund.

**S5B. Status of the District's Projected Contributions, Transfers, and Capital Projects**

DATA ENTRY: Enter an explanation if Not Met for items 1a-1c or if Yes for Item 1d.

1a. NOT MET - The projected contributions from the unrestricted general fund to restricted general fund programs have changed since budget adoption by more than the standard for any of the current year or subsequent two fiscal years. Identify restricted programs and contribution amount for each program and whether contributions are ongoing or one-time in nature. Explain the district's plan, with timeframes, for reducing or eliminating the contribution.

Explanation: (required if NOT met) STRS & PERS rates and additional Special Ed staff affect the projected contributions.

1b. MET - Projected transfers in have not changed since budget adoption by more than the standard for the current year and two subsequent fiscal years.

Explanation: (required if NOT met)

1c. MET - Projected transfers out have not changed since budget adoption by more than the standard for the current year and two subsequent fiscal years.

**Explanation:**  
(required if NOT met)

1d. NO - There have been no capital project cost overruns occurring since budget adoption that may impact the general fund operational budget.

**Project Information:**  
(required if YES)

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**S6. Long-term Commitments**

Identify all existing and new multiyear commitments<sup>1</sup> and their annual required payment for the current fiscal year and two subsequent fiscal years.

Explain how any increase in annual payments will be funded. Also, explain how any decrease to funding sources used to pay long-term commitments will be replaced.

<sup>1</sup> Include multiyear commitments, multiyear debt agreements, and new programs or contracts that result in long-term obligations.

**S6A. Identification of the District's Long-term Commitments**

DATA ENTRY: If Budget Adoption data exist (Form 01CS, Item S6A), long-term commitment data will be extracted and it will only be necessary to click the appropriate button for Item 1b. Extracted data may be overwritten to update long-term commitment data in Item 2, as applicable. If no Budget Adoption data exist, click the appropriate buttons for items 1a and 1b, and enter all other data, as applicable.

1. a. Does your district have long-term (multiyear) commitments?  
(If No, skip items 1b and 2 and sections S6B and S6C) Yes
- b. If Yes to Item 1a, have new long-term (multiyear) commitments been incurred since budget adoption? No
2. If Yes to Item 1a, list (or update) all new and existing multiyear commitments and required annual debt service amounts. Do not include long-term commitments for postemployment benefits other than pensions (OPEB); OPEB is disclosed in Item S7A.

Type of Commitment	# of Years Remaining	SACS Fund and Object Codes Used For:		Principal Balance as of July 1, 2015
		Funding Sources (Revenues)	Debt Service (Expenditures)	
Capital Leases	13		General Fund	4,345,265
Certificates of Participation	12		Capital Facilities Fund	4,341,900
General Obligation Bonds	29	Debt Service Fund	Building Fund	147,393,139
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences				

Other Long-term Commitments (do not include OPEB):

Type of Commitment	# of Years Remaining	Funding Sources (Revenues)	Debt Service (Expenditures)	Principal Balance as of July 1, 2015
<b>TOTAL:</b>				<b>156,080,304</b>

Type of Commitment (continued)	Prior Year (2014-15) Annual Payment (P & I)	Current Year (2015-16) Annual Payment (P & I)	1st Subsequent Year (2016-17) Annual Payment (P & I)	2nd Subsequent Year (2017-18) Annual Payment (P & I)
Capital Leases	339,180	359,349	392,270	410,958
Certificates of Participation	471,289	468,168	469,384	474,510
General Obligation Bonds	11,638,513	11,514,296	11,324,065	1,098,284
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences				

Other Long-term Commitments (continued):

Type of Commitment	Prior Year (2014-15) Annual Payment (P & I)	Current Year (2015-16) Annual Payment (P & I)	1st Subsequent Year (2016-17) Annual Payment (P & I)	2nd Subsequent Year (2017-18) Annual Payment (P & I)
<b>Total Annual Payments:</b>	<b>12,448,982</b>	<b>12,341,813</b>	<b>12,185,719</b>	<b>1,983,752</b>
<b>Has total annual payment increased over prior year (2014-15)?</b>	<b>No</b>	<b>No</b>	<b>No</b>	<b>No</b>

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**S6B. Comparison of the District's Annual Payments to Prior Year Annual Payment**

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DATA ENTRY: Enter an explanation if Yes.

- 1a. No - Annual payments for long-term commitments have not increased in one or more of the current and two subsequent fiscal years.

**Explanation:**  
(Required if Yes  
to increase in total  
annual payments)

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**S6C. Identification of Decreases to Funding Sources Used to Pay Long-term Commitments**

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DATA ENTRY: Click the appropriate Yes or No button in Item 1; if Yes, an explanation is required in Item 2.

1. Will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?

No

2. No - Funding sources will not decrease or expire prior to the end of the commitment period, and one-time funds are not being used for long-term commitment.

**Explanation:**  
(Required if Yes)

**S7. Unfunded Liabilities**

Identify any changes in estimates for unfunded liabilities since budget adoption, and indicate whether the changes are the result of a new actuarial valuation.

**S7A. Identification of the District's Estimated Unfunded Liability for Postemployment Benefits Other Than Pensions (OPEB)**

DATA ENTRY: Click the appropriate button(s) for items 1a-1c, as applicable. Budget Adoption data that exist (Form 01CS, Item S7A) will be extracted; otherwise, enter Budget Adoption and First Interim data in items 2-4.

- 1. a. Does your district provide postemployment benefits other than pensions (OPEB)? (If No, skip items 1b-4)
- b. If Yes to Item 1a, have there been changes since budget adoption in OPEB liabilities?
- c. If Yes to Item 1a, have there been changes since budget adoption in OPEB contributions?

2. OPEB Liabilities

	Budget Adoption (Form 01CS, Item S7A)	First Interim
a. OPEB actuarial accrued liability (AAL)	64,082,923.00	78,320,326.00
b. OPEB unfunded actuarial accrued liability (UAAL)	41,828,349.00	42,479,630.00

	Actuarial	Actuarial
c. Are AAL and UAAL based on the district's estimate or an actuarial valuation?	Oct 03, 2013	Aug 25, 2015
d. If based on an actuarial valuation, indicate the date of the OPEB valuation.		

3. OPEB Contributions

	Budget Adoption (Form 01CS, Item S7A)	First Interim
a. OPEB annual required contribution (ARC) per actuarial valuation or Alternative Measurement Method		
Current Year (2015-16)	6,411,633.00	8,169,923.00
1st Subsequent Year (2016-17)	6,411,633.00	8,169,923.00
2nd Subsequent Year (2017-18)	6,411,633.00	8,169,923.00
b. OPEB amount contributed (for this purpose, include premiums paid to a self-insurance fund) (Funds 01-70, objects 3701-3752)		
Current Year (2015-16)	4,121,515.00	4,269,464.00
1st Subsequent Year (2016-17)	4,121,515.00	4,269,464.00
2nd Subsequent Year (2017-18)	4,121,515.00	4,269,464.00
c. Cost of OPEB benefits (equivalent of "pay-as-you-go" amount)		
Current Year (2015-16)	3,722,587.00	3,718,915.00
1st Subsequent Year (2016-17)	4,032,052.00	3,571,123.00
2nd Subsequent Year (2017-18)	4,228,493.00	4,149,265.00
d. Number of retirees receiving OPEB benefits		
Current Year (2015-16)	277	277
1st Subsequent Year (2016-17)	277	277
2nd Subsequent Year (2017-18)	277	277

4. Comments:

**S7B. Identification of the District's Unfunded Liability for Self-insurance Programs**

DATA ENTRY: Click the appropriate button(s) for items 1a-1c, as applicable. Budget Adoption data that exist (Form 01CS, Item S7B) will be extracted; otherwise, enter Budget Adoption and First Interim data in items 2-4.

1. a. Does your district operate any self-insurance programs such as workers' compensation, employee health and welfare, or property and liability? (Do not include OPEB, which is covered in Section S7A) (If No, skip items 1b-4)

No
----

b. If Yes to item 1a, have there been changes since budget adoption in self-insurance liabilities?

n/a
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c. If Yes to item 1a, have there been changes since budget adoption in self-insurance contributions?

n/a
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2. Self-Insurance Liabilities

	Budget Adoption (Form 01CS, Item S7B)	First Interim
a. Accrued liability for self-insurance programs		
b. Unfunded liability for self-insurance programs		

3. Self-Insurance Contributions

	Budget Adoption (Form 01CS, Item S7B)	First Interim
a. Required contribution (funding) for self-insurance programs		
Current Year (2015-16)		
1st Subsequent Year (2016-17)		
2nd Subsequent Year (2017-18)		

b. Amount contributed (funded) for self-insurance programs

Current Year (2015-16)		
1st Subsequent Year (2016-17)		
2nd Subsequent Year (2017-18)		

4. Comments:



**S8. Status of Labor Agreements**

Analyze the status of employee labor agreements. Identify new labor agreements that have been ratified since budget adoption, as well as new commitments provided as part of previously ratified multiyear agreements; and include all contracts, including all administrator contracts (and including all compensation). For new agreements, indicate the date of the required board meeting. Compare the increase in new commitments to the projected increase in ongoing revenues and explain how these commitments will be funded in future fiscal years.

**If salary and benefit negotiations are not finalized, upon settlement with certificated or classified staff:**

The school district must determine the cost of the settlement, including salaries, benefits, and any other agreements that change costs, and provide the county office of education (COE) with an analysis of the cost of the settlement and its impact on the operating budget.

The county superintendent shall review the analysis relative to the criteria and standards and may provide written comments to the president of the district governing board and superintendent.

**S8A. Cost Analysis of District's Labor Agreements - Certificated (Non-management) Employees**

DATA ENTRY: Click the appropriate Yes or No button for "Status of Certificated Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

**Status of Certificated Labor Agreements as of the Previous Reporting Period**

Were all certificated labor negotiations settled as of budget adoption?

Yes

If Yes, complete number of FTEs, then skip to section S8B.

If No, continue with section S8A.

**Certificated (Non-management) Salary and Benefit Negotiations**

	Prior Year (2nd Interim) (2014-15)	Current Year (2015-16)	1st Subsequent Year (2016-17)	2nd Subsequent Year (2017-18)
Number of certificated (non-management) full-time-equivalent (FTE) positions	887.4	885.8	885.8	885.8

1a. Have any salary and benefit negotiations been settled since budget adoption?

n/a

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, complete questions 6 and 7.

1b. Are any salary and benefit negotiations still unsettled?

No

If Yes, complete questions 6 and 7.

**Negotiations Settled Since Budget Adoption**

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

[ ]

2b. Per Government Code Section 3547.5(b), was the collective bargaining agreement certified by the district superintendent and chief business official?

[ ]

If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the collective bargaining agreement?

n/a

If Yes, date of budget revision board adoption:

4. Period covered by the agreement:

Begin Date: [ ]

End Date: [ ]

5. Salary settlement:

Current Year  
(2015-16)

1st Subsequent Year  
(2016-17)

2nd Subsequent Year  
(2017-18)

Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?

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**One Year Agreement**

Total cost of salary settlement

--	--	--

% change in salary schedule from prior year  
or

--	--	--

**Multiyear Agreement**

Total cost of salary settlement

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% change in salary schedule from prior year  
(may enter text, such as "Reopener")

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Identify the source of funding that will be used to support multiyear salary commitments:

[ ]

Negotiations Not Settled

6. Cost of a one percent increase in salary and statutory benefits

	Current Year (2015-16)	1st Subsequent Year (2016-17)	2nd Subsequent Year (2017-18)
7. Amount included for any tentative salary schedule increases	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Certificated (Non-management) Health and Welfare (H&W) Benefits**

- Are costs of H&W benefit changes included in the interim and MYPs?
- Total cost of H&W benefits
- Percent of H&W cost paid by employer
- Percent projected change in H&W cost over prior year

	Current Year (2015-16)	1st Subsequent Year (2016-17)	2nd Subsequent Year (2017-18)
1. Are costs of H&W benefit changes included in the interim and MYPs?	<input type="text"/>	<input type="text"/>	<input type="text"/>
2. Total cost of H&W benefits	<input type="text"/>	<input type="text"/>	<input type="text"/>
3. Percent of H&W cost paid by employer	<input type="text"/>	<input type="text"/>	<input type="text"/>
4. Percent projected change in H&W cost over prior year	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Certificated (Non-management) Prior Year Settlements Negotiated Since Budget Adoption**

Are any new costs negotiated since budget adoption for prior year settlements included in the interim?

If Yes, amount of new costs included in the interim and MYPs  
If Yes, explain the nature of the new costs:

<input type="text"/>	<input type="text"/>	<input type="text"/>
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**Certificated (Non-management) Step and Column Adjustments**

- Are step & column adjustments included in the interim and MYPs?
- Cost of step & column adjustments
- Percent change in step & column over prior year

	Current Year (2015-16)	1st Subsequent Year (2016-17)	2nd Subsequent Year (2017-18)
1. Are step & column adjustments included in the interim and MYPs?	<input type="text"/>	<input type="text"/>	<input type="text"/>
2. Cost of step & column adjustments	<input type="text"/>	<input type="text"/>	<input type="text"/>
3. Percent change in step & column over prior year	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Certificated (Non-management) Attrition (layoffs and retirements)**

- Are savings from attrition included in the budget and MYPs?
- Are additional H&W benefits for those laid-off or retired employees included in the interim and MYPs?

	Current Year (2015-16)	1st Subsequent Year (2016-17)	2nd Subsequent Year (2017-18)
1. Are savings from attrition included in the budget and MYPs?	<input type="text"/>	<input type="text"/>	<input type="text"/>
2. Are additional H&W benefits for those laid-off or retired employees included in the interim and MYPs?	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Certificated (Non-management) - Other**

List other significant contract changes that have occurred since budget adoption and the cost impact of each change (i.e., class size, hours of employment, leave of absence, bonuses, etc.):

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**S8B. Cost Analysis of District's Labor Agreements - Classified (Non-management) Employees**

DATA ENTRY: Click the appropriate Yes or No button for "Status of Classified Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

**Status of Classified Labor Agreements as of the Previous Reporting Period**

Were all classified labor negotiations settled as of budget adoption?   
 If Yes, complete number of FTEs, then skip to section S8C.  
 If No, continue with section S8B.

**Classified (Non-management) Salary and Benefit Negotiations**

	Prior Year (2nd Interim) (2014-15)	Current Year (2015-16)	1st Subsequent Year (2016-17)	2nd Subsequent Year (2017-18)
Number of classified (non-management) FTE positions	611.2	759.3	759.3	759.3

- 1a. Have any salary and benefit negotiations been settled since budget adoption?   
 If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.  
 If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.  
 If No, complete questions 6 and 7.
- 1b. Are any salary and benefit negotiations still unsettled?   
 If Yes, complete questions 6 and 7.

**Negotiations Settled Since Budget Adoption**

- 2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:
- 2b. Per Government Code Section 3547.5(b), was the collective bargaining agreement certified by the district superintendent and chief business official?   
 If Yes, date of Superintendent and CBO certification:
3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the collective bargaining agreement?   
 If Yes, date of budget revision board adoption:

4. Period covered by the agreement: Begin Date:  End Date:

5. Salary settlement:

	Current Year (2015-16)	1st Subsequent Year (2016-17)	2nd Subsequent Year (2017-18)
Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?	<input type="text"/>	<input type="text"/>	<input type="text"/>

	Current Year (2015-16)	1st Subsequent Year (2016-17)	2nd Subsequent Year (2017-18)
<b>One Year Agreement</b>			
Total cost of salary settlement	<input type="text"/>	<input type="text"/>	<input type="text"/>
% change in salary schedule from prior year or	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Multiyear Agreement</b>			
Total cost of salary settlement	<input type="text"/>	<input type="text"/>	<input type="text"/>
% change in salary schedule from prior year (may enter text, such as "Reopener")	<input type="text"/>	<input type="text"/>	<input type="text"/>

Identify the source of funding that will be used to support multiyear salary commitments:

**Negotiations Not Settled**

6. Cost of a one percent increase in salary and statutory benefits
- |  | Current Year<br>(2015-16) | 1st Subsequent Year<br>(2016-17) | 2nd Subsequent Year<br>(2017-18) |
|--|---------------------------|----------------------------------|----------------------------------|
| 7. Amount included for any tentative salary schedule increases | <input type="text"/>      | <input type="text"/>             | <input type="text"/>             |

**Classified (Non-management) Health and Welfare (H&W) Benefits**

1. Are costs of H&W benefit changes included in the interim and MYPs?
2. Total cost of H&W benefits
3. Percent of H&W cost paid by employer
4. Percent projected change in H&W cost over prior year

Current Year (2015-16)	1st Subsequent Year (2016-17)	2nd Subsequent Year (2017-18)

**Classified (Non-management) Prior Year Settlements Negotiated Since Budget Adoption**

Are any new costs negotiated since budget adoption for prior year settlements included in the interim?

If Yes, amount of new costs included in the interim and MYPs  
If Yes, explain the nature of the new costs:

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**Classified (Non-management) Step and Column Adjustments**

1. Are step & column adjustments included in the interim and MYPs?
2. Cost of step & column adjustments
3. Percent change in step & column over prior year

Current Year (2015-16)	1st Subsequent Year (2016-17)	2nd Subsequent Year (2017-18)

**Classified (Non-management) Attrition (layoffs and retirements)**

1. Are savings from attrition included in the interim and MYPs?
2. Are additional H&W benefits for those laid-off or retired employees included in the interim and MYPs?

Current Year (2015-16)	1st Subsequent Year (2016-17)	2nd Subsequent Year (2017-18)

**Classified (Non-management) - Other**

List other significant contract changes that have occurred since budget adoption and the cost impact of each (i.e., hours of employment, leave of absence, bonuses, etc.):

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**S8C. Cost Analysis of District's Labor Agreements - Management/Supervisor/Confidential Employees**

DATA ENTRY: Click the appropriate Yes or No button for "Status of Management/Supervisor/Confidential Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

**Status of Management/Supervisor/Confidential Labor Agreements as of the Previous Reporting Period**

Were all managerial/confidential labor negotiations settled as of budget adoption?   
 If Yes or n/a, complete number of FTEs, then skip to S9.  
 If No, continue with section S8C.

**Management/Supervisor/Confidential Salary and Benefit Negotiations**

	Prior Year (2nd Interim) (2014-15)	Current Year (2015-16)	1st Subsequent Year (2016-17)	2nd Subsequent Year (2017-18)
Number of management, supervisor, and confidential FTE positions	78.0	80.0	80.0	80.0

- 1a. Have any salary and benefit negotiations been settled since budget adoption?   
 If Yes, complete question 2.  
 If No, complete questions 3 and 4.
- 1b. Are any salary and benefit negotiations still unsettled?   
 If Yes, complete questions 3 and 4.

Negotiations Settled Since Budget Adoption

2. Salary settlement:

	Current Year (2015-16)	1st Subsequent Year (2016-17)	2nd Subsequent Year (2017-18)
Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?			
Total cost of salary settlement			
Change in salary schedule from prior year (may enter text, such as "Reopener")			

Negotiations Not Settled

3. Cost of a one percent increase in salary and statutory benefits

	Current Year (2015-16)	1st Subsequent Year (2016-17)	2nd Subsequent Year (2017-18)
4. Amount included for any tentative salary schedule increases			

**Management/Supervisor/Confidential Health and Welfare (H&W) Benefits**

	Current Year (2015-16)	1st Subsequent Year (2016-17)	2nd Subsequent Year (2017-18)
1. Are costs of H&W benefit changes included in the interim and MYPs?			
2. Total cost of H&W benefits			
3. Percent of H&W cost paid by employer			
4. Percent projected change in H&W cost over prior year			

**Management/Supervisor/Confidential Step and Column Adjustments**

	Current Year (2015-16)	1st Subsequent Year (2016-17)	2nd Subsequent Year (2017-18)
1. Are step & column adjustments included in the budget and MYPs?			
2. Cost of step & column adjustments			
3. Percent change in step and column over prior year			

**Management/Supervisor/Confidential Other Benefits (mileage, bonuses, etc.)**

	Current Year (2015-16)	1st Subsequent Year (2016-17)	2nd Subsequent Year (2017-18)
1. Are costs of other benefits included in the interim and MYPs?			
2. Total cost of other benefits			
3. Percent change in cost of other benefits over prior year			

**S9. Status of Other Funds**

Analyze the status of other funds that may have negative fund balances at the end of the current fiscal year. If any other fund has a projected negative fund balance, prepare an interim report and multiyear projection for that fund. Explain plans for how and when the negative fund balance will be addressed.

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**S9A. Identification of Other Funds with Negative Ending Fund Balances**

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DATA ENTRY: Click the appropriate button in Item 1. If Yes, enter data in Item 2 and provide the reports referenced in Item 1.

1. Are any funds other than the general fund projected to have a negative fund balance at the end of the current fiscal year?

If Yes, prepare and submit to the reviewing agency a report of revenues, expenditures, and changes in fund balance (e.g., an interim fund report) and a multiyear projection report for each fund.

2. If Yes, identify each fund, by name and number, that is projected to have a negative ending fund balance for the current fiscal year. Provide reasons for the negative balance(s) and explain the plan for how and when the problem(s) will be corrected.

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**ADDITIONAL FISCAL INDICATORS**

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The following fiscal indicators are designed to provide additional data for reviewing agencies. A "Yes" answer to any single indicator does not necessarily suggest a cause for concern, but may alert the reviewing agency to the need for additional review.

DATA ENTRY: Click the appropriate Yes or No button for items A2 through A9; Item A1 is automatically completed based on data from Criterion 9.

- A1. Do cash flow projections show that the district will end the current fiscal year with a negative cash balance in the general fund? (Data from Criterion 9B-1, Cash Balance, are used to determine Yes or No)
  
- A2. Is the system of personnel position control independent from the payroll system?
  
- A3. Is enrollment decreasing in both the prior and current fiscal years?
  
- A4. Are new charter schools operating in district boundaries that impact the district's enrollment, either in the prior or current fiscal year?
  
- A5. Has the district entered into a bargaining agreement where any of the current or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?
  
- A6. Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?
  
- A7. Is the district's financial system independent of the county office system?
  
- A8. Does the district have any reports that indicate fiscal distress pursuant to Education Code Section 42127.6(a)? (If Yes, provide copies to the county office of education.)
  
- A9. Have there been personnel changes in the superintendent or chief business official positions within the last 12 months?

When providing comments for additional fiscal indicators, please include the item number applicable to each comment.

Comments:  
(optional)

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**End of School District First Interim Criteria and Standards Review**

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SACS2015ALL Financial Reporting Software - 2015.2.0  
11/23/2015 1:54:42 PM

56-72538-0000000

First Interim  
2015-16 Projected Totals  
Technical Review Checks

Oxnard Elementary

Ventura County

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

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

**IMPORT CHECKS**

**GENERAL LEDGER CHECKS**

**SUPPLEMENTAL CHECKS**

**EXPORT CHECKS**

CASHFLOW-PROVIDE - (W) - A Cashflow Worksheet (Form CASH) must be provided with your Interim reports. (Note: LEAs may use a cashflow worksheet other than Form CASH, as long as it provides a monthly cashflow projected through the end of the fiscal year.) EXCEPTION

Explanation:Cashflow provided in Excel format

Checks Completed.



**BOARD AGENDA ITEM**

Name of Contributor(s): Lisa Cline

Date of Meeting: 12/9/15

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

**CONSIDERATION AND APPROVAL OF CHANGE ORDER NO. 2 TO  
CONSTRUCTION SERVICES AGREEMENT #14-21 WITH BERNARDS FOR THE  
HARRINGTON ELEMENTARY SCHOOL RECONSTRUCTION PROJECT (Cline/CFW)**

The Board of Trustees is being asked to consider a modification to the Construction Services Agreement’s Scope of Work and Guaranteed Maximum Price (“GMP”) between the Oxnard School District (“District”) and Bernards for the Harrington Elementary School Reconstruction Project as a result of additional work (scope) that is being required by the City of Oxnard. The additional work requires a modification to the GMP in the amount of \$82,165.00.

The Construction Services Agreement entered into with Bernards’ Brothers Construction was approved by the Board of Trustees on August 20, 2014. The project is nearing the final stages of completion and Bernards’ is expected to deliver the buildings to the District for the Winter Holiday Break, December 2015. The final stages of construction include the final utility hook-ups or connections to water, storm water, sewer, electricity and gas. D+D Architects approached the city to secure the final permits for the encroachment into the City’s easement to connect the utilities. As part of the permit process, the City has required the District to include changes to the plans and additional work including, additional concrete thickness to the bus turn-out lane at the entrance of the new campus, a five foot wide eleven inch thick replacement of asphalt in East Olive St. adjacent to the new bus turn-out lane and replacement of additional deteriorated segments of existing sidewalk, all within the City of Oxnard right-of-way. These requests by the City are ordinary and customary and reflect improvements to the overall Project.

The City delayed in approving the permit causing a number of smaller change orders designed to keep the project on schedule. The following is a table representing the total cost of additional work and delay costs:

Harrington Elementary School Re-Construction Project		
Additional Work Required by the City of Oxnard B-Permit Process		
Change Order Request No.	Item Description	Amount Requested
COR No. 115	Labor and materials for ventilation of the lightweight concrete to mitigate for delays in utility connections	\$ 8,831.00
COR No. 121	Additional work required by the City of Oxnard including widening of sidewalk, thickening of concrete at Bus drop off lane, footings for steel bollards, additional asphalt and stripping in street	\$ 70,622.00
COR No. 122	Additional labor required to install the backflow preventer for the new kitchen water line required by the City	\$ 1,992.00
COR No. 130	Additional guard shack required by the City of Oxnard for backflow preventer for kitchen waterline	\$ 720.00
		\$ 82,165.00

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**FISCAL IMPACT:**

The additional scope and increase to the GMP is estimated to fall within overall budget for the Project. Board approval will increase the GMP by \$82,165.00 to a total GMP of \$18,455,898.00. The increase will be funded from a combination of Developer Fees, Capital Facility fund balances and Measure “R” funds.

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**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, in consultation with Caldwell Flores Winters, Inc, that the Board of Trustees approve Change Order No. 2 to Construction Services Agreement #14-21 with Bernards for the Harrington Elementary School Reconstruction Project.

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## **ADDITIONAL MATERIALS:**

**Attached:** Change Order #2 (2 Pages)  
Change Order Request #115 (1 Page)  
Change Order Request #121 (9 Pages)  
Change Order Request #122 (1 Page)  
Change Order Request #130 (1 Page)

---

## **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***



# CHANGE ORDER

Date: December 09, 2015

CHANGE ORDER NO. 2

PROJECT: Harrington Elementary School  
O.S.D. BID No. N/A  
O.S.D. Agreement No.: #14-21 Construction Services Agreement

OWNER: **Oxnard School District**  
1051 South A Street  
Oxnard, CA. 93030

ARCHITECT: **Dougherty + Dougherty  
Architecture**  
3194-D Airport Loop  
Costa Mesa, CA 92626  
(714) 427-0277

CONTRACTOR: **Bernards**  
555 First Street  
San Fernando, CA 91340

Attn: Mr. Jack Hall

Architects Proj. No.: 21336.00  
D.S.A. File No.: 56-22  
D.S.A. App. No.'(s): 03-115469 & 03-115932

CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATIONS. All Change Order work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.

ORIGINAL CONTRACT SUM	\$ 18,179,000.00
NET CHANGE - ALL PREVIOUS CHANGE ORDERS (001)	\$ 194,733.00
ADJUSTED CONTRACT SUM	\$ 18,373,733.00
<b>NET CHANGE -</b>	<b>\$ 82,165.00</b>
Total Change Orders to Date: (1 and 2)	\$ 276,898.00
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.002	\$ 18,455,898.00
Commencement Date:	August 25, 2014
Original Completion Date:	March 16, 2016
Original Contract Time:	569 Calendar Days
Time Extension for all Previous Change Orders:	Zero Days
Time Extension for this Change Order:	Zero Days
Adjusted Completion Date:	March 16, 2016
Percentage	(.45%)

**HARRINGTON ELEMENTARY SCHOOL – CHANGE ORDER NO. 2**

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	City of Oxnard Code Requirements
1.	(COR-115) Lightweight Concrete Ventilation				\$8,831.00
2.	(COR-121) Additional mobilization due to off-site permit delay, equipment delivery and transfer of personnel to site. Additional Work, widen sidewalk by three (3) feet at East Olive Street (730 Sq. Ft.), thicken Olive Street Bus turn-out from seven (7) inches to eight (8) inches; Bollard concrete at location of backflow prevention device (excavate for footing, place steel bollards (provided by others) pour concrete footing and bollard infill. The performance of an additional six hundred sixty five (665) Sq. Ft. of sidewalk grading, plus the disposal of additional soil generated by this activity to accommodate the thickened section of the bus turn-out; The addition of a sampling well for inspection of the sewer service; the addition of 1,200 Sq. Ft. of asphalt paving 5" thick, over 6" of Class II recycled base at East Olive Street adjacent to the Bus turn-out.				70,622.00
3.	(COR-122) Backflow Preventer for Kitchen Waterline				\$1,992.00
4.	(COR-130) Backflow Prevention device enclosure				\$ 720.00
5.	<b>Totals</b>				<b>\$82,165.00</b>

*\*NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND ASST. SUPT. BUSINESS SERVICES OR PURCHASING DIRECTOR*

**APPROVAL (REQUIRED):**

ARCHITECT: \_\_\_\_\_

DATE: \_\_\_\_\_

CONTRACTOR:  \_\_\_\_\_

DATE: 11/20/15

**RECOMMENDED FOR APPROVAL:**

OSD DSA INSPECTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

EXEC. DIR. OF FACILITIES: \_\_\_\_\_

DATE: \_\_\_\_\_

**APPROVAL (REQUIRED):**

BOARD APPROVAL

DATE: \_\_\_\_\_

ASST. SUPT./ PURCHASING DIRECTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

DSA APPROVAL

DATE: \_\_\_\_\_



# CHANGE ORDER REQUEST

Project: Harrington Elementary School

**COR No. #115**

Date: 10/7/2015

## DESCRIPTION OF WORK

Off-Site B Permit - Lightweight Concrete Ventilation

Reference Documents: PCO-164

## SUMMARY OF COSTS

Item Description	Company	Amount Requested
<b>Direct Work Cost</b>		
Fan rental		2,299
Extension Cords - Grainger		2,431
Labor to install fans and cords		3,495
1.00% Bond		82
1.25% Insurance		103
5.00% Overhead & Profit		421
	Subtotal	8,831
<b>Total Change Order Request Amount:</b>		<b>8,831</b>

## QUALIFICATIONS

Due to Off-Site B permit delay by the client. The building HVAC system could not be turned on to mitigate moisture in the building during the 2nd floor deck concrete pour. Bernards was required to rent and install fans to prevent moisture contamination to the existing drywall.

## APPROVAL

(Please note that if this Change Order Request is not approved by 10/14/2015, additional costs and schedule impacts may result.)

Signature \_\_\_\_\_ Date \_\_\_\_\_

Company \_\_\_\_\_



# CHANGE ORDER REQUEST

COR No. #121

Project: Harrington Elementary School

Date: 10/26/2015

## DESCRIPTION OF WORK

Off Site Permit - PRO-013-Offsite Work

Reference Documents: PCO-172

## SUMMARY OF COSTS

Item Description	Company	Amount Requested
<b>Subcontract Costs</b>		
Off-Site Permit - Improvement Plans Additional mobilization due to offsite permit delay, equipment delivery and transfer of personnel to site.		4,840
Off-Site Permit - Improvement Plans, Additional work: widen sidewalk by 3' at Olive 730sf, Thicken Olive bus stop pad from 7" to 8", Bollard concrete at Back flow preventer -excavate for footing place steel bollards provided by others, pour concrete footing and pipe infill. (5) each		9,429
Off-Site Permit - Improvement Plans, Additional 665sf of sidewalk grade and a few more yards of export due to the bus turn-out section increase.		2,625
Off-Site B Permit - Sampling Well		7,467
Bus Pad Asphalt paving & Off-site City Permit work- Revised per City Inspector request on 10.26.15.		41,418
	Subtotal	65,779
<b>Contractual % Costs</b>		
1.00% Bond		658
1.25% Insurance		822
5.00% Overhead & Profit		3,363
	Subtotal	4,843
<b>Total Change Order Request Amount:</b>		<b>70,622</b>

## QUALIFICATIONS

Bernards reserves all rights to later evaluate and submit additional general conditions cost impacts resulting from the delay caused by this change in scope.

## APPROVAL

(Please note that if this Change Order Request is not approved by 11/2/2015, additional costs and schedule impacts may result.)

Signature \_\_\_\_\_ Date \_\_\_\_\_

Company \_\_\_\_\_



# PROPOSAL REQUEST Harrington ES

Number  
**013**

**Contractor** Bernards

**Owner** Oxnard School District

**Contract Start Date** August 25, 2014

**Date Issued** August 20, 2015

Submit a cost proposal to complete the work described below. The proposal must meet the requirements of the General Conditions in format and delivered to the Architect in the number of days so-noted. The Contractor is at risk for rework costs if the proposal is not received in the time period specified.

## **Subject: Off-site Work**

Incorporate off-site work as shown on plans approved by City of Oxnard on 6/30/2015 (13 sheets). Revisions from Contract Documents include:

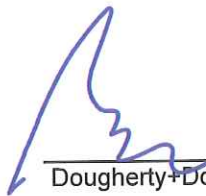
- Addition of sampling well on Olive Street
- Revised concrete section depth at bus pull out lane
- Revised curb radius at bus pull out lane
- Minor spot elevation adjustments on public way
- Addition of backflow preventer on Olive Street (already included in PR012)

Architect to be notified of any additional discrepancies not listed above requiring clarification.

***This is not a change of contract. Do not proceed with the work described until notified by the Owner.***

## **Attachments**

**Lead  
Signature**



Dougherty+Dougherty Architects

Brian P. Dougherty, FAIA







MAIL: 1905 LIRIO AVENUE  
 VENTURA, CA 93004  
 (805) 643-6669  
 (805) 643-6642 Fax

FIELD TICKET

Nº 4023

CUSTOMER'S ORDER No. \_\_\_\_\_ DATE 9-15 2020  
 BILL TO Bernard's  
 ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_  
 JOB LOCATION Harrington Elem School  
 DESCRIPTION OF WORK Survey and remove AC on Olive st  
 For Bus Drop per B permit.

OPERATED EQUIPMENT	STRAIGHT TIME			OVER/DOUBLE TIME			TOTAL
	Hrs.	Rate	Amount	Hrs.	Rate	Amount	
<u>Hitachi 45 w/ Bucket/Thumb</u>	<u>8</u>	<u>194</u>	<u>1552</u>				<u>1552</u>
<u>End dump</u>	<u>8</u>	<u>110</u>	<u>880</u>				<u>880</u>
<b>TOTAL OPERATED EQUIPMENT</b>							

QTY.	MISCELLANEOUS CHARGES	AMOUNT	TOTAL
<u>1</u>	<u>Cutting Edge #24904 F/S 250'x5" A-C</u>	<u>(2) 160</u>	<u>320</u>
<u>2</u>	<u>Dump Fees for A-C</u>	<u>230</u>	<u>460</u>
<u>1</u>	<u>Labour</u>	<u>68</u>	<u>528</u>
<b>TOTAL MISC.</b>			<u>3740</u>

TERMS: Net 30 days 1½% per month service charge on past due accounts.

Verification of Time Only  
 Subject to EQUIP. Terms and Conditions  
 of the Subcontract Agreement

Signed \_\_\_\_\_ Date Received \_\_\_\_\_  
 CUSTOMER

By: Bernard's  
 Signature: [Signature]  
 Print name: Cliff Clark  
 Date: 9-15-15

I hereby acknowledge the satisfactory completion  
 of the above described work.



**Demolition Contractors:**  
1905 Lirio Ave  
Saticoy, CA 93004  
[www.standard1.com](http://www.standard1.com)

**To:** Michael Conley  
Bernards  
555 First St.  
San Fernando, CA 91340

**Phone:** 818-898-1521 office  
209-405-3424 cell  
818-989-4909 fax  
**E-mail:** MConley@bernards.com

**Subject: Harrington Elementary School**

**Date: 8/20/15      PCO-172-Off-Site Permit Delay contract impact**

---

**Add to contract**

Additional mobilization due to offsite permit delay, equipment delivery and transfer of personnel to site.

Amount.....\$1100

Thank You

Nort Colborn  
Email [nort@standard1.com](mailto:nort@standard1.com)  
Cell 805-207-6140



Date
8/19/2015

## CHANGE ORDER REQUEST

<b>Name &amp; Address</b>
Bernard's 555 First Street San Fernando, CA 91340

**Please see additional work requested for your project below. For acceptance please sign below.**

<b>C.O. Request #</b>
3

Description of New Work Requested	Quantity	Rate	Amount
Job address - Harrington Elementary			
Additional work requested per PCO 172			
1) Widen sidewalk by 3' at Olive 730 sf		4,788.80	4,788.80
2) Thicken Olive Bus Stop Pad from 7" to 8"		1,010.00	1,010.00
3) Bollard Concrete at Back Flow Preventer – Excavate for footing, place steel bollard-provided by others, pour concrete footing and pipe infill.		2,400.00	2,400.00
(5) ea			
Subtotal			8,198.80
Office & administration		15.00%	1,229.82
<b>Total</b>			<b>\$9,428.62</b>

**The contractor signing below hereby agrees to the following:**  
 Equipment and operator are under the exclusive authority and supervision of Contractor/Owner. Contractor/Owner is responsible for all underground services and Contractor/Owner is liable for all damages to persons or property.  
 The total amount due as set forth above will be billed to Contractor/Owner by separate invoice. All invoices are due in full upon receipt. An additional one and one-half percent service charge (or the maximum amount permitted by applicable law) will be charge to all accounts not paid within 30 days after due date and similarly each month thereafter. In the event it will become necessary to place this account with an attorney for collection, Contractor/Owner will pay costs of said attorney. Including all related costs of collection, whether or not legal proceedings are commenced. If suit is instituted, then in addition, Contractor/Owner will pay all court costs as allowed by applicable law.

4473 East Cochran Street  
 Simi Valley, CA 93063  
 Tel: 805-581-5480  
 Fax: 805-581-5436

**Please sign, date and fax back to the office for acceptance:**

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











**ONYX PAVING COMPANY, INC.**  
 2890 E. LA CRESTA AVE. ~ ANAHEIM, CA 92806  
 714/ 632-6699 ~ FAX: 714/ 632-1883  
 CA LIC #630360-A  
 D.I.R. #1000004798

BERNARDS  
 618 SAN FERNANDO ROAD  
 SAN FERNANDO, CA 91340

818/ 898-1521

818/ 898-4909

ATTN: JAIME PACE-BERNARDS



**HARRINGTON E.S. ♦ 2501 GISLER AVE ♦ OXNARD**

**CHANGE ORDER REQUEST #6**  
**"B" PERMIT OFFSITE STREET IMPROVEMENTS**

1. PAVE 1,200 SF (200' x 6' WIDE), WITH AN AVERAGE OF 5" OF CONVENTIONAL ASPHALT PAVEMENT, PAVED IN TWO CONSECUTIVE LIFTS, ON 6" OF A CLASS II RECYCLED BASE.

**PRICE \$12,500.00**

2. COLD MILL 1,250 SF IN VARIOUS AREAS, (90' X 2') + (60' X 4') + (170' X 4') + (30' X 5'), INCLUDING CUT, LOAD, HAUL AND SWEEPING OF THE GRINDINGS, TO A DEPTH OF 2" MAXIMUM.

CLEAN 1,250 SF AND APPLY A TACK COAT OF SS-1H OIL AND OVERLAY WITH UP TO 2" OF CONVENTIONAL ASPHALT PAVEMENT TO FACILITATE WATER FLOW TO THE GUTTER.

*\*THIS WORK, IF APPROVED, TO BE COMPLETED ON THE SAME MOVE AS THE ONSITE PAVING.*

**PRICE \$11,668.00**

**3. OFFSITE SIGNAGE**

(3) SW 24-2 SIGNS & POST WITH CORE DRILLS, (1) INSTALL "NO STUDENT DROP OFF" SIGN & POST WITH CORE DRILL, (3) INSTALL NEW POSTS AND RE-SET EXISTING SIGNS.

**TOTAL \$3,100.00**

**4. OFFSITE STRIPING**

(1) 8' YELLOW "XING" STENCIL, (1) 8' YELLOW "SCHOOL" STENCIL, (1) 8' YELLOW "SLOW" STENCIL, (2) 24" YELLOW LADDER CROSSWALK, (20) LF OF 4" YELLOW LINE, (180) LF OF 12" YELLOW LINE, (30) LF OF DETAIL 21.

**TOTAL \$14,150.00**

*\*ABOVE INCLUDES ANY NECESSARY REMOVAL BY GRINDING AND INSTALLATION OF THERMOPLASTIC.*

*\*PREVAILING WAGE RATES APPLY*

*Dave Padilla*

10/26/2015

DAVE PADILLA

[dave.onyx@sbcglobal.net](mailto:dave.onyx@sbcglobal.net)

ALL MATERIAL QUOTED IS SUBJECT TO PRICE ESCALATION BASED UPON THE CURRENT PRICE OF ASPHALT/ROCK BASE. ANY APPLICABLE MATERIAL PRICE INCREASE BEYOND THE "VALID THROUGH" DATE WILL BE ADDED TO THE BASE RATE PER TON OF THE MATERIAL TYPE QUOTED.

EXCLUSIONS: Unless Specifically Noted Above - ROUGH GRADE, REMOVALS, SCARIFICATION AND RECOMPACTION OF SUBGRADE, CONCRETE WORK, BASE UNDER CONCRETE, PERMITS, TESTS, ENGINEERING, WATER AND WATER METERS, BUMPERS AND STRIPES, PRIME AND SEAL COATS, REDWOOD HEADERS, OFF-SITE STREETWORK, TRAFFIC CONTROL AND BARRICADES, ADJUSTMENT OF MANHOLES AND VALVE BOXES AND PATCHING OF SAME, PATCHING FOR ALL OTHER TRADES, INSPECTIONS, GRINDING OF EXISTING ASPHALT, SAWCUT, WEEDKILL, CONCRETE CORING, PREVAILING WAGES, HANDICAP RAMPS, FLOOD TESTS, WASHDOWNS, WATER FILTRATION SYSTEMS FOR WASHDOWNS, & TWO OR MORE MOVE-INS.

**ONYX PAVING CO., INC.**  
 (Project Manager)

ACCEPTANCE ( By Owner, Agent, or General Contractor )  
 COMPANY \_\_\_\_\_

BY \_\_\_\_\_

DATE \_\_\_\_\_



# CHANGE ORDER REQUEST

Project: Harrington Elementary School

**COR No. #122**

Date: 8/19/2015

## DESCRIPTION OF WORK

PRO-012 Kitchen Backflow Preventer

## SUMMARY OF COSTS

Item Description	Company	Amount Requested
<b>Subcontract Costs</b>		
PRO-012 - Backflow Preventer for Kitchen Water Line. Provide backflow preventer for new water line at Kitchen and protective enclosure to comply with City requirements.		1,855
	Subtotal	1,855
<b>Contractual % Costs</b>		
1.00% Bond		19
1.25% Insurance		23
5.00% Overhead & Profit		95
	Subtotal	137
<b>Total Change Order Request Amount:</b>		<b>1,992</b>

## APPROVAL

(Please note that if this Change Order Request is not approved by 8/26/2015, additional costs and schedule impacts may result.)

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

**Company** \_\_\_\_\_





# CHANGE ORDER REQUEST

Project: Harrington Elementary School

**COR No. #130**

Date: 10/7/2015

## DESCRIPTION OF WORK

B-Permit: Guardshack for Backflow Preventer

Reference Documents: Off-Site B Permit

## SUMMARY OF COSTS

Item Description	Company	Amount Requested
<b>Subcontract Costs</b>		
10 x 24 x 40" Guardshack for backflow preventer per PRO-012	Tierra Contracting	720
Backflow preventer for Kitchen waterline		
	Subtotal	720
<b>Total Change Order Request Amount:</b>		<b>720</b>

## APPROVAL

(Please note that if this Change Order Request is not approved by 10/14/2015, additional costs and schedule impacts may result.)

Signature \_\_\_\_\_ Date \_\_\_\_\_

Company \_\_\_\_\_

**BOARD AGENDA ITEM**

Name of Contributor(s): Lisa Cline

Date of Meeting: 12/09/15

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

**Approval of Change Order #3 to Agreement #14-21 – Bernards - Harrington Reconstruction Project (Cline/CFW)**

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The Harrington Reconstruction Project is nearing completion. Bernards is on track for delivering the school for a move over the holiday break.

Bernards is in the process of installing the carpeting throughout the school site and has recommended the use of a higher quality moisture resistant adhesive in lieu of a standard adhesive for the carpet tiles. The upgrade of carpet adhesive will also facilitate the timely delivery of the furniture and the delivery of the building to the District for the Holiday break.

The cost differential of the adhesive is \$5,634.00.

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**FISCAL IMPACT:**

\$5,634.00 – Measure R Bond Funds

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**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services in consultation with Caldwell Flores Winters that the Board of Trustees approve Change Order #3 in the amount of \$5,634.00.

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**ADDITIONAL MATERIAL(S):**

**Attached:** Change Order #3 (2 Pages)  
Change Order Request #158 (5 Pages)

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**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***



# CHANGE ORDER

Date: December 09, 2015

CHANGE ORDER NO. 3

PROJECT: Harrington Elementary School  
O.S.D. BID No. N/A  
O.S.D. Agreement No.: #14-21 Construction Services Agreement

OWNER: Oxnard School District  
1051 South A Street  
Oxnard, CA. 93030

ARCHITECT: Dougherty + Dougherty  
Architecture  
3194-D Airport Loop  
Costa Mesa, CA 92626  
(714) 427-0277

CONTRACTOR: Bernards  
555 First Street  
San Fernando, CA 91340

Architects Proj. No.: 21336.00  
D.S.A. File No.: 56-22  
D.S.A. App. No.'(s): 03-115469 & 03-115932

Attn: Mr. Jack Hall

CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATIONS. All Change Order work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.

ORIGINAL CONTRACT SUM	\$ 18,179,000.00
NET CHANGE - ALL PREVIOUS CHANGE ORDERS (1&2)	\$ 276,898.00
ADJUSTED CONTRACT SUM	\$ 18,455,898.00
<b>NET CHANGE -</b>	<b>\$ 5,634.00</b>
Total Change Orders to Date: (1, 2 and 3)	\$ 282,532.00
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.3.	\$ 18,461,532.00
Commencement Date:	August 25, 2014
Original Completion Date:	March 16, 2016
Original Contract Time:	569 Calendar Days
Time Extension for all Previous Change Orders:	Zero Days
Time Extension for this Change Order:	Zero Days
Adjusted Completion Date:	March 16, 2016
Percentage	(.03%)

**HARRINGTON ELEMENTARY SCHOOL – CHANGE ORDER NO. 3**


Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	City of Oxnard Code Requirements
1.	Bernards Builders is in the process of installing the carpeting throughout the school site and has recommended the use of a higher quality moisture resistant adhesive in lieu of a standard adhesive for the carpet tiles. The District concurs with the recommendation and notes that it will also facilitate the timely delivery of the furniture and the delivery of the building to the District for the Holiday break		\$5,634.00		
2.	<b>Totals</b>		\$5,634.00		

*\*NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND ASST. SUPT. BUSINESS SERVICES OR PURCHASING DIRECTOR*

**APPROVAL (REQUIRED):**

ARCHITECT: \_\_\_\_\_

DATE: \_\_\_\_\_

CONTRACTOR:  \_\_\_\_\_

DATE: 11/20/15

**RECOMMENDED FOR APPROVAL:**

OSD DSA INSPECTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

EXEC. DIR. OF FACILITIES: \_\_\_\_\_

DATE: \_\_\_\_\_

**APPROVAL (REQUIRED):**

BOARD APPROVAL

DATE: \_\_\_\_\_

ASST. SUPT. / PURCHASING DIRECTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

DSA APPROVAL

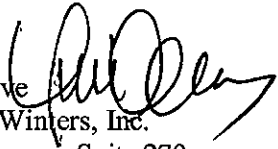
DATE: \_\_\_\_\_

# Caldwell Flores Winters, Inc.

6425 Christie Ave, Suite 270, Emeryville, CA 94608 (510) 596-8170 Fax (510) 450-0208

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## TRANSMITTAL OF CHANGE ORDER REQUEST

DATE: November 6, 2015  
TO: Michael Conley  
Bernards Builders  
FROM: Yuri Calderon   
Account Executive  
Caldwell Flores Winters, Inc.  
6425 Christie Avenue, Suite 270  
Emeryville, CA 94608  
PROJECT: Harrington Re-Construction Project, Oxnard School District COR No. 158

---

CFW has received the attached Change Order Request related to substitution of adhesive to accelerate the installation of flooring throughout the project. We have discussed the change order with Lisa Cline, Assistant Superintendent of Business Services, and received her approval to proceed with the substitution.

I have requested D+D Architects review and signature for submission to the Board of Trustees for final approval. I anticipate receiving Board approval at the next regularly scheduled meeting, December 9, 2015.

If you have any questions or require additional information, I can be reached at (510) 596-8180.



# CHANGE ORDER REQUEST

**COR No. 158**

Project: Harrington Elementary School

Date: 11/5/2015

## DESCRIPTION OF WORK

Moisture Resistant Adhesives

Reference Documents: PCO-218

## SUMMARY OF COSTS

Item Description	Company	Amount Requested
<b>Subcontract Costs</b>		
Throughout the project at the Shaw modular carpet tile furnish and install Shaw 5900 moisture resistant adhesive in lieu of the standard Shaw 5000 or 5001 adhesive. At the Mannington VCT locations on the 2nd floors of Building B and Building C furnish and install XL Brands Dynastix VCT adhesive in lieu of the standard Mannington M-Guard V-11 adhesive.	Donald M. Hoover Company	5,247
	Subtotal	5,247
<b>Contractual % Costs</b>		
1.00% Bond		52
1.25% Insurance		66
5.00% Overhead & Profit		268
	Subtotal	386
<b>Total Change Order Request Amount:</b>		<b>5,634</b>

## QUALIFICATIONS

Due to existing slab concrete moisture content levels exceeding specified amounts, revisions to adhesives are required to meet requested project furniture delivery and move-in dates. Spaces requiring flooring would require longer periods to acclimate utilizing HVAC systems than the natural gas service supply delivery date would allow.

## APPROVAL

(Please note that if this Change Order Request is not approved by 11/12/2015, additional costs and schedule impacts may result.)

Signature \_\_\_\_\_ Date \_\_\_\_\_

Company \_\_\_\_\_









**BOARD AGENDA ITEM**

Name of Contributor(s): Lisa Cline

Date of Meeting: 12/9/15

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

**Consideration and Approval of Amendment #002 to Agreement #12-240 with Dougherty + Dougherty Architects to provide additional Architectural Services for the Harrington Early Childhood Development Center (Cline/CFW)**

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During a study session on March 4, 2015 Caldwell Flores Winters, Inc. (“CFW”) presented the strategy of re-using Building 4 of the existing Harrington permanent structures to provide additional capacity for kindergarten, transitional kindergarten and pre-school enrollment. This strategy was subsequently adopted by the Board of Trustees in the June 2015 Facilities Program Update. The District staff, in consultation with CFW, commenced negotiations with the existing architect of record for the Harrington Elementary School, Dougherty + Dougherty Architects, to add the additional scope of work to their existing contract.

At the regular meeting of the Board of Trustees on June 3, 2015, the Board directed staff and CFW to proceed with the reconfiguration on classroom Bldg. 4 as an Early Childhood Development Center by approving Amendment No. 1 to Agreement #12-240 (Architect Services Agreement for the Re-Construction of Harrington) providing for architectural services for the Harrington Early Childhood Development Center. When complete, Harrington Elementary School will include both a new school and the reconfiguration of a portion of existing permanent structures on the Harrington Elementary School site.

Based on the proposed work plan, the District, in consultation with CFW, is recommending that a portion of the demolition plans, landscaping and parking lot improvements currently accounted for in the Harrington Elementary School Re-Construction Project be de-scoped and re-scoped as a part of the Harrington Early Childhood Development Center. This change will require that D+D Architects prepare a Construction Change Directive (CCD) for approval by DSA and secure DSA approval before proceeding with the change (Fee of \$7,800.00).

Work removed from the DSA Application Number for the new Harrington Elementary School will be re-assigned to the DSA Application number for the Early Childhood Development Center, and completed as a part of that project. The services requested by Amendment #002 are for completion of the Scope of Work modifications to the new Harrington Elementary School Approved Plans, and to the Harrington Early Childhood Development Center Project Plans; and include all services required for preparation of DSA administrative documentation requirements.

The proposed modification to Dougherty + Dougherty Architect's contract also includes (1) additional scope related to required structural engineering for the partial demolition of Building 4 (Fee of \$14,000.00), and (2) the development of a campus wide fencing program for the completed Harrington School site (Fee not to exceed \$19,140.00).

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**FISCAL IMPACT:**

\$40,940.00 - to be paid from Measure "R" proceeds, Developer Fees and/or School Facilities Program reimbursements.

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**RECOMMENDATION:**

It is the recommendation of the Superintendent, in consultation with Caldwell Flores Winters, Inc, that the Board of Trustees approve Amendment #002 to Agreement #12-240 for additional Architectural Services for the Harrington School Project.

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**ADDITIONAL MATERIAL(S):**

- Amendment #002 to Architect Services Agreement #12-240 (3 Pages)
  - Proposals dated October 12, 2015, October 16, 2015 and November 12, 2015 - Dougherty and Dougherty Architects, LLP (12 Pages)
  - Architectural Services Agreement #12-240, Dougherty and Dougherty LLP (76 Pages)
- 

**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***

## **Amendment No. 2 to Architect Services Agreement No. 12-240**

The Architect Services Agreement No. 12-240 (“Agreement”) entered into on June 26, 2013, by and between the Oxnard School District (“District”) and Dougherty + Dougherty Architects, LLP (“Architect”), is hereby amended by the Parties as set forth in this Amendment No. 2 to the Architectural Services Agreement No. 12-240 (“Amendment”) that is incorporated herein for all purposes.

### **RECITALS**

WHEREAS, The District retained Architect to provide architectural and design services for Project No. 4 of the District’s Facilities Implementation Plan, otherwise referred to as the Harrington K-5 Reconstruction Project (“Project”);

WHEREAS, the Architect has completed the design work for the Project and submitted the construction documents to the Division of the State Architect (“DSA”) for their review;

WHEREAS, DSA has reviewed the Project plans and has stamp-approved the construction plans;

WHEREAS, the Board of Trustees has taken certain actions to approve the modification of existing permanent structures at Harrington to be re-used as an Early Childhood Development Center at Harrington (“ECDC”), more specifically described in a vision statement approved by the Board of Trustees;

WHEREAS, upon consideration of the proposed modifications to the existing permanent structures, the timing of those modifications and the required re-scoping of the demolition work proposed as a part of the Harrington K-5 Re-Construction Project, the District requires amending the scope of work of D+D Architects to coordinate and phase the completion of the new school and the work contemplated by the ECDC Project;

WHEREAS, the re-use of the existing Building 4 will require additional structural reinforcing in order to demolish a portion of the building and salvage the remaining portions of the building;

WHEREAS, the Board desires to include in the scope of D+D Architect’s scope a master fencing program for the completed school site for Board consideration and approval;

WHEREAS, the Board recognizes that the timing of the various components of work must all be approved by DSA;

NOW THEREFORE, for the good and valuable consideration, the Parties agree to the following amended terms to Agreement:

## AMENDMENT

The Parties agree to amend SECTION 3 of the Agreement by adding the following language:

The definition of the Project is expanded to include those improvements previously included as a part of Phase 3 of the Harrington reconstruction project that have been identified to be removed or de-scoped from Phase 3, more fully identified and depicted in Exhibit "A.1", and incorporated and re-scoped into the ECDC Project Scope of Work for purposes of providing an effective and efficient transition from the existing school and interim preschool facilities into the new Harrington K-5 School and Harrington Early Childhood Development Center. The proposed amendment contemplates all design work related to the de-scoping and re-scoping of work, the preparation of a Construction Change Directive ("CCD") and the work associated with any and all permitting, licensing, and agency approvals, including stamp-approval from DSA, and upon completion of the construction project, all work associated with certified close-out of Project.

The Parties agree to amend SECTION 4 of the Agreement by adding the following language:

The definition of Basic Services is expanded to include the deliverables and submittals set forth herein, provided for under the original Agreement between the Parties and those identified in Exhibit G hereto, where not inconsistent with the original Agreement or this Amendment. Terms used in Exhibit G shall have the same meaning as those terms are defined in the Agreement.

The Parties agree to add a new SECTION 5.2b to the Agreement as follows:

**SECTION 5.2b Additional Compensation for ECDC revised Scope of Work.** The Architect agrees to perform the Basic Services as described in the original Agreement, and Exhibit "B" thereto, with respect to the Amended Project. Architect agrees to deliver the deliverables identified in Exhibit "C" of the original Agreement for the Amended Project. In consideration for the amended basic services and deliverables, Architect agrees to be compensated an additional flat "all-in" Basic Fee for the additional work totaling:

- A. Seven Thousand Eight Hundred Dollars and No Cents (\$7,800.00) for the adjusting the scope of the Harrington Re-Construction project and incorporating additional scope to the Early Childhood Development Center Project including coordination of scope, phasing, irrigation and DSA submittal and approval;**
- B. Fourteen Thousand and No Cents (\$14,000.00) for structural engineering related to the partial demolition and structural engineering for Building 4; and,**
- C. A fee not to exceed Nineteen Thousand One Hundred and Forty Dollars and No Cents (\$19,140.00) for a fencing plan to be billed at an hourly rate.**

The Parties agree that the work identified herein constitutes all of the additional owner requested scope, changes or modifications arising out of this Agreement.

The Parties agree that all other provisions of the Architectural Services Agreement No. 12-240 entered into and executed by the Parties on June 26, 2013 remain in full force and effect. Architect agrees

that any provisions, limitations and exclusions in its proposal, Exhibit “G” hereto, are stricken for all purposes and are invalid as inconsistent with the terms and conditions of the Agreement and this Amendment.

IN WITNESS THEREOF, the Parties hereto execute this Amendment No. 2 and represented that each has authority to do so on the dates set forth below:

**OXNARD SCHOOL DISTRICT:**

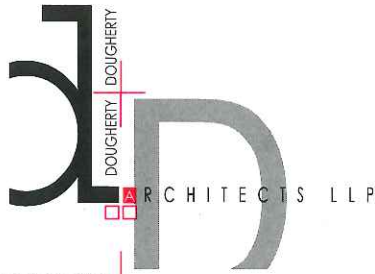
By: \_\_\_\_\_  
Dr. Cesar Morales

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

**DOUGHERTY + DOUGHERTY ARCHITECTS, LLP:**

By: \_\_\_\_\_  
Brian Dougherty, Principal

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



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**3194D**

Airport Loop  
Costa Mesa  
California  
92626-3405

714.427.0277

714.427.0288

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October 12, 2015

Mr. Yuri Calderon  
**Caldwell Flores Winters**  
815 Colorado Boulevard, Suite 200  
Los Angeles, California 90041

**Re: Proposal for Additional Services for Harrington Permanent Child Development Center  
Oxnard School District**  
215XX A-3

Dear Mr. Calderon:

Pursuant to your request we respectfully submit this proposal to provide additional services to support the development of a permanent Harrington Child Development Center. The scope is generally outlined to include the following:

- The District has requested that we develop a strategy for implementation of the site development for the Permanent Harrington School and the Child Development Center.
- D+D has coordinated with the District Administration and Construction team to develop alternative approaches to the implementation that will meet the operational requirements of the site and support the ongoing work on the project.
- The primary element that has generated this requirement is the District's change in direction regarding Building 4 which is now being maintained as a part of the Child Development Center.
- The revised site phasing requires modification of the site layout, surface features and landscape and irrigation.
- A CCD has been prepared for submittal DSA to address ADA and Fire Life Safety issues

Based on the scope of the modification and coordination with DSA the proposed fee is a fixed fee of \$7,800 including all reimbursables.

If there are any questions please feel free to call.

Sincerely,

Brian Paul Dougherty, FAIA  
Partner

:BPD





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October 16, 2015

**3194D**

Airport Loop  
Costa Mesa  
California  
92626-3405

714.427.0277 

714.427.0288 

WWW.DDARCHITECTURE.COM

Mr. Yuri Calderon  
**Caldwell Flores Winters**  
815 Colorado Boulevard, Suite 200  
Los Angeles, California 90041

**Re: Proposal for Additional AE Services for Harrington Permanent Child Development Center  
Structural Engineering Services**  
21547.00

Dear Mr. Calderon:

Pursuant to your request we respectfully submit this proposal to provide Structural Engineering services to support the development of a permanent Harrington Child Development Center. The scope of these services will include structural engineering to assist in the feasibility assessment and initial conversations with DSA to determine design criteria and scope for the proposed reconfiguration of an existing campus building as requested by the District. Services will also include design, documentation and construction administration support for the upgrades confirmed through discussion with DSA.

Per the attached proposal from MHP Structural Engineers, the scope and fees for services shall be as follows:

Basic Scope of Services (feasibility study)	\$ 6,200.00
Optional Scope of Services (CD through CA for smaller Upgrade with original drawings)	\$14,000.00
<b>TOTAL</b>	<b>\$20,200.00</b>

We look forward to the opportunity to continue to serve the needs of the District on this project. Please contact our office if you have any questions about this proposal.

Sincerely,

Diego Matzkin, AIA  
Project Manager

Cc: Brian Dougherty, FAIA





July 1, 2015

Mr. Brian Dougherty  
DOUGHERTY + DOUGHERTY  
3194 D Airport Loop Drive  
Costa Mesa, CA 92626

**Re: Proposal/Agreement (REVISED)**  
**Structural Feasibility Review with Options for Construction Documents and Support**  
**Harrington CDC, 2501 Gisler Ave., Oxnard**  
**MHP JN: Pending**

Dear Brian:

MHP, Inc. ("MHP") appreciates the opportunity to submit this Proposal/Agreement for professional engineering services to assist in the feasibility assessment and initial conversations with the Division of State Architect (DSA) to determine design criteria and scope for the proposed reconfiguration of an existing school building for use by the CDC.

#### **PROJECT DESCRIPTION**

The project consists of a single-story school classroom building, commonly referred to as a "finger" building at the current Harrington Elementary School site in Oxnard. Originally built in the mid 1950's the subject building consists of 5-classrooms, a restroom at one end and a storage room at the opposite end. The building is approximately 160 feet long in the east west direction by 35 feet in the north south direction. It is our understanding that the classrooms are entered from the south side to the building below a covered walkway created by the extension of the main roof framing. The building is constructed of conventional light wood stud framing, likely with field built roof truss elements. It is anticipated that the lateral load resisting system consists of plywood sheathed shear wall. Conventional shallow foundations are also anticipated.

The proposed scope of the overall design effort is intended to reduce the size of the building from 5 classrooms to three classrooms by shaving off two of the end classrooms. Additionally, reconfiguration of the restroom and storage spaces will be required.

#### **PURPOSE**

The purpose of our engineering review is to help outline the existing construction conditions and develop feasibility concepts for removing the two classroom with the least impact to the existing portions of the building to remain. Conversations with DSA will be held to outline code considerations that will need to be addressed during the final design stages. It is anticipated that DSA will initially set criteria establishing the potential need to implement overall building upgrades. The purpose of MHP and D+D's work will be to outline upgrades that are consistent with the Code requirements for alterations to existing school buildings, appropriate for the needs of the facility programing and achievable within the District's budgetary expectations. The outcome of the proposed scope of work is to reach concurrence with DSA in setting the scope of work and potential upgrades to be required during formal Design Development and Construction Document preparation. If concurrence with DSA is not achieved, recommendations will be provided for alternates that may provide comparative facility solutions.

### **BASIC SCOPE OF SERVICES**

1. Perform a site observation to determine as-built structural conditions and characteristics, and to observe any conditions that may affect future performance, and thus will need to be addressed during the implementation phase of the project.
2. Review and outline code requirements for the alterations of existing school buildings which are applicable to the proposed modifications.
3. Develop brief feasibility level concepts for the structural solutions to allow the reprogramming of the smaller building footprint. Such concepts are intended to outline possible lateral and vertical load impacts to be addressed during the final design phase.
4. Meet with DSA representatives during preliminary scoping meetings to outline the proposed solutions and code analysis to gain DSA concurrence of concept such that the criteria and design strategies for the design and construction phases can be agreed to prior to proceeding into these final phases of the project. For the purposes of this proposal it is anticipated that 2 DSA meetings may be necessary.

### **OPTIONAL SCOPE OF SERVICES (Completion of Construction Documents and Construction Administration)**

Based on the outcome of the DSA meetings, the project may move forward with reduction in size. Either 1) DSA will allow the seismic upgrade to be limited to the interior shear wall as it becomes an exterior shear wall, or 2) DSA will require the whole building to be brought up to code compliance. Proposed fees below are broken out for each case. Included in each scope are structural support for ADA and fire life safety upgrades as required by DSA. Excluded from each scope is mitigation of liquefaction or any consulting/investigation of mitigation alternatives. Should liquefaction be an issue, it will be addressed as an additional service. The project will be designed to the requirements of the 2013 California Building Code. Scope includes:

1. Prepare structural calculations and construction drawings for the Project in conformance with the governing building code.
2. Provide copies of the structural calculations and drawings, stamped and signed, to your office for submittal to the Public Agencies.
3. Respond to DSA plan check comments as necessary for the issuance of building approvals.
4. Provide the following services during the Bid and Construction Phases:
  - Respond to reasonable Contractor requests for interpretation or clarification of the contract documents prepared by this office. (Requests for field changes or resolution of Contractor non-conformance issues shall be resolved as Additional Services as outlined below).
  - Review of shop drawings, concrete mix designs and laboratory and mill test reports (1st Submittal Only).
  - Structural Observation in accordance with the governing building codes. This entails visual observation of the structural system, for general conformance to the approved drawings, at significant construction stages of the project. For purposes of this proposal, it is assumed there will be a total of 1 or 4 Structural Observation site visits, depending on the final scope.
5. Record drawings.

### **REQUIRED INFORMATION**

The following project documents are requested for this scope of work and should be provided by the client, if available:

- a. Full set of original structural drawings for the building, including any previous modification projects. Should these drawings not be available, the fee will be increased as reflected below.



- b. Any site soils reports or other available geotechnical information, It is noted that the adjacent Elementary School site is undergoing a major construction project; at a minimum it will be valuable to have that geotechnical report available for our review as a representative sample. If no applicable geotechnical report is available, the design will be based on CBC code minimum values.
- c. Architectural construction documents that substantially define the scope of the proposed work and materials of construction. These documents, as well as progress prints throughout the course of the Project, should be provided as hard copies (full or half size) or Adobe PDF.
- d. Construction documents from other project consultants such as civil, mechanical, electrical, and plumbing as necessary to coordinate possible interference with the structural system.
- e. Background drawings for use in developing the structural construction drawings. Background drawings should consist of the architectural documents that substantially define the architectural layout of the project and should be provided in editable electronic format using AutoCAD 2007, or a suitably compatible format.

It is important that as much of the above information be provided as is practical, particularly Structural Drawings for the building. Where information is missing that cannot be determined by site observation within the scope of this project, conservative assumptions will necessarily be made regarding the existing conditions, or more detailed evaluations may be recommended.

**ADDITIONAL SERVICES**

Services beyond those listed in the Basic Services shall be specified in writing and agreed to by co-signature prior to commencing our professional services. Additional Services, unless otherwise agreed upon, will be billed hourly based on our current billing rates outlined in our Standard Agreement Provisions. Additional services may include but are not limited to the following:

- 1. Submittal of drawings to agencies for plan check and coordination of the plan check and permit issuance process.
- 2. Design changes or modifications as required to incorporate value engineering suggestions offered by the contractor.
- 3. Respond to construction requests for resolution of field problems, contractor non-conformances, or unforeseen existing conditions.
- 4. Additional review, meetings, coordination, or design services for changes or additional items not specifically identified in the Basic Services or shown in the design development drawings on which this proposal is based.
- 5. Detailed estimates of probable construction costs, or further studies that may be required.

All services not mentioned above under Basic Services or Additional Services shall be excluded from this contract including, but not limited to foundation and geological investigations and reports, sampling and testing of materials, and special inspections of specific construction methods where required by code or structural drawings.

**PROPOSED FEES**

We propose to provide the following services for fixed fees as described below:

<b>Basic Scope of Services</b> .....	<b>\$6,200.00</b>
<b>Optional Scope of Services</b>	
Construction Documents through Construction Administration for smaller upgrade 1) described above	
Original structural drawings available .....	<b>\$14,000.00</b>
Original structural drawings not available .....	<b>\$17,000.00</b>
Construction Documents through Construction Administration for larger upgrade 2) described above	
Original structural drawings available .....	<b>\$24,000.00</b>

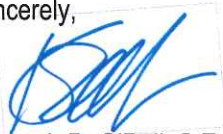
Original structural drawings not available .....\$32,000.00

Expenses as noted in our Standard Agreement Provisions are **included** in these fees.

Incorporated herein is a copy of our Standard Agreement Provisions, which form a part of this proposal/agreement. Signature below indicates receipt and acceptance of these Standard Provisions. In order to comply with our professional insurance, we must have a signed agreement prior to starting work; therefore, please indicate your approval of this Proposal/Agreement on the space provided below and return a signed copy for our files.

Thank you for this opportunity to present this proposal for your review. We look forward to working with you on this project.

Sincerely,



Kenneth D. O'Dell, S.E.  
Partner

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

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

Title: \_\_\_\_\_

For: **DOUGHERTY + DOUGHERTY**



**STANDARD AGREEMENT PROVISIONS FOR PROFESSIONAL SERVICES**

July 2012

**PREVAILING FEES AND REIMBURSABLE COSTS:** All hourly charges, when applicable, will be computed to the nearest 1/2 hour. Our 2012 billing rates are as follows:

**Engineering, Investigation and Travel:**

Partner	\$220.00	Design Engineer	\$130.00
Senior Project Manager	\$190.00	Senior Designer	\$115.00
Project Manager	\$175.00	Designer	\$100.00
Senior Project Engineer	\$160.00	Engineering Technician	\$ 80.00
Project Engineer	\$145.00	Engineering Secretary	\$ 65.00

**Reimbursable Expenses:**

Blueprinting/copying, CAD production plotting, photos, delivery/ shipping, travel and specialty consultants Costs plus 15%

Auto Travel (mileage) **\$0.60/mi.**

**Other Charges:**

Public Agency Fees which may be paid by MHP on behalf of the client are specifically excluded from the agreed upon fees and shall be reimbursed by the client immediately upon invoicing.

**BILLING PROCEDURE:** Our invoices will be submitted monthly for payment based upon percentage completion of the project. Late charges of 1½% per month will be due on the unpaid balance thirty (30) days from invoicing. You will be notified by U.S. Mail prior to any changes in our billing rates or procedures.

**COLLECTION OF PAST DUE ACCOUNTS:** If any invoice for our professional services performed in accordance with the terms of this agreement by MHP, Inc. (hereafter referred to as "Engineer") is outstanding and unpaid for non-disputed charges for a period in excess of ninety (90) days, the Client agrees that, in addition to any other remedy which may be available to it, the Engineer may submit such invoice to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association, as the same may be in effect at the date of such submission, and that judgment upon the award rendered in such arbitration may be entered in any court having jurisdiction thereof. It is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred in connection with such dispute, including court costs and attorney's fees.

**TERMINATION, SUSPENSION OR ABANDONMENT:** This Agreement may be terminated by either party upon not less than seven (7) days **written** notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Any change to the Basic Scope of Services specified in this Proposal/Agreement **must** be approved by both parties by a written contract addendum **prior** to starting our professional services on the change. If the change cannot be approved by both parties, the Contract will be terminated in accordance with the procedure noted above.

If the Project is suspended by the Client for more than ninety (90) consecutive days, the Engineer shall be compensated for services performed **prior** to notice of such suspension. When the Project is resumed, the Engineer's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Engineer's services. If the Project is abandoned by the Client for more than ninety (90) consecutive days, the Engineer may terminate this Proposal/Agreement by giving **not less than seven (7) days written** notice to the Client.

Failure of the Client to make payments to the Engineer in accordance with this Proposal/Agreement, subject to the provisions of this agreement, collection of past due accounts and otherwise, shall be considered substantial non-performance and cause for termination. Termination under this provision requires the Engineer to give not less than seven (7) days written notice to the Client. Unless the Engineer receives payment in full within seven (7) days of the date of the notice, the termination shall take effect without further notice. In the event of such termination, the Engineer shall have no liability to the Client for delay or damage caused the Client because of the termination of the Engineer's services. In the event of termination not the fault of the Engineer, the Engineer shall be compensated for services performed prior to termination, together with "Reimbursable Expenses" then due and all "Termination Expenses." Termination Expenses are in addition to compensation for Engineer under Basic Service Scope and Additional Services, and include expenses that are directly attributable to termination. Termination Expenses shall be computed as a percentage of the total compensation for Engineer's Basic Service Scope and Additional Services earned as of the date of termination, as follows:



Five percent of the total compensation for Engineer's Basic Service Scope and Additional Services earned to date, if termination occurs during the design development phase; or

Ten percent of the total compensation for Engineer's Basic Service Scope and Additional Services earned to date, if termination occurs during the design production phase.

In the event of termination initiated by the Engineer, the Engineer shall receive no fees or reimbursable expenses other than those fees due for services actually rendered prior to the date of termination.

**DEGREE OF CARE:** The Engineer's professional services shall incorporate that degree of care and skill customarily exercised by reputable Engineers practicing under similar circumstances. No other warranty, expressed or implied, is made or intended by this Proposal/Agreement for professional services. It is understood that it is virtually impossible to create a perfect set of plans and specifications, and that the Engineer's plans and specifications may represent an imperfect set of design documents. Accordingly, the Engineer shall correct errors and omissions in the plans and specifications prepared by their office as necessary, during the construction phase of the Project, as a part of the Basic Scope of Services.

**STANDARD OF DESIGN:** The Engineer's structural design services shall be performed in accordance with building code design provisions which provide minimum standards for use in building design to protect life safety. These code design provisions are intended to safeguard against failures and loss of life, not to limit damage, maintain functions, or provide for easy repair. If the Owner and/or Client requires a higher standard for design than that described herein, such a requirement shall be clearly stated to the Engineer in writing prior to entering into this Proposal/Agreement, and the content of which shall become an integral part of this Proposal/Agreement for professional services.

**DESIGN INFORMATION:** Engineer's professional services shall be based upon information supplied to Engineer by or at Client's direction, and Engineer shall not be responsible for the accuracy of such information or for any omissions or failure to provide other information that could be pertinent to the Engineer's design services. Engineer is responsible for conformance to codes, statutes, and ordinances that affect the Basic Service Scope.

**CONSTRUCTION OBSERVATION:** It is agreed that construction observation shall be defined as the periodic and occasional presence of the design Engineer of Record or his representative at the construction site to determine if the construction progress since the date of the last observation substantially conforms to the intent of the structural drawings. Construction observation shall not be construed to imply a detailed check of work completed, nor shall construction observation be interpreted to preclude the need for other and more detailed inspection as provided in the project specifications and on the structural drawings.

**CONSTRUCTION COSTS:** Engineer has no control over the cost of labor and materials during competitive bidding. He does not guarantee the accuracy of any statements of probable construction costs or any semi-detailed or detailed cost estimates.

**OWNERSHIP OF DOCUMENTS:** All structural tracings and calculations are the property of the Engineer, but shall be available to Client for reproduction. The Client shall not use such tracings and calculations for any other structure or location other than the one specifically designed. Upon completion of his professional services, Engineer shall forward to the Client for his files, one (1) set of reproducible structural drawings.

**LICENSING:** Engineer affirms that he/she is licensed to provide professional structural engineering services in the State where the project is to be located.

**DEPUTY INSPECTORS:** Experience resumes shall be submitted for the Engineer's review for all Deputy Inspectors to be employed by the Owner of the project. The Deputy Inspector shall report to the Engineer all deficiency in the work observed by him/her. The Engineer shall not be responsible for payment of the Deputy Inspector.

**LIMITATION OF LIABILITY:** The Client acknowledges that MHP, Inc. (MHP) is a corporation and agrees that any claim made by the Client arising out of any act or omission of any director, officer, or employee of MHP in the execution or performance of this Proposal/Agreement shall be made against the Corporation and not against any director, officer or employee.

The Client and persons claiming through the Client agree to limit the liability of MHP and its agents for all claims arising out of, in connection with, or resulting from the performance of services under this Proposal/Agreement to an amount equal to the fee of MHP for the project or \$50,000.00, whichever is greater.

**EXTENT AND ASSIGNMENT:** This document represents the entire agreement between Engineer and Client and supersedes all prior negotiations, representations, or agreements whether written or oral. This document may be amended only by written instrument signed by both Engineer and Client and shall not be assigned by either party without written notice of the other party.

**ENFORCEMENT:** Should any party bring suit in court to enforce any of the terms of this document, the prevailing party shall recover from the other, costs of suit and reasonable attorney's fees.

**ADDITIONAL PROVISIONS:** None.

§§§





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714.427.0277 

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November 12, 2015

Mr. Yuri Calderon  
**Caldwell Flores Winters**  
815 Colorado Boulevard, Suite 200  
Los Angeles, California 90041

**Re: Proposal for Additional AE Services for Harrington Elementary School – Campus Fence Design-Rev. 1**  
21336.00

Dear Mr. Calderon:

Pursuant to your request we respectfully submit this proposal to provide our services to design a perimeter fence and gates to enclose the new school campus. We understand the District is considering additional fencing to address comments and concerns from the community.

Our services will include the following tasks:

- **Task 1 – Conceptual Design:** Prepare up to two conceptual diagrams depicting possible fencing solutions to enclose the campus. Services will include development of conceptual budgets for each option.
- **Task 2 - Documentation and Approval:** Develop one of the two concepts into construction documentation. This proposal is based on a fence that will be less than 6 feet in height. Scope of this work is expected to require review/approval by DSA for Access Compliance and Fire/Life Safety.
- **Task 3 - Construction and Closeout:** Support for bidding, construction administration and DSA closeout. Construction duration estimated at 10 weeks with up to three site visits by the design team included.

Services include architectural only. If the fence remains below 6 feet structural engineering will not be required.

Our proposal assumes that the work will be completed as part of a separate DSA application and will be procured through a negotiated construction agreement through a single phase of work. District's construction budget for this project will be provided to the Architect prior to commencement of services. Cost estimating beyond conceptual budget development is not included. Upgrades and/or revisions to existing construction triggering DSA review are not anticipated nor included in this proposal.

Fees for these services shall be a stipulated lump sum of **\$19,140 (nineteen thousand and one hundred forty dollars)** according to the following breakdown:

Architecture	(Task 1: 12 hrs at blended rate of \$145/hr) (Task 2: 48 hrs at blended rate of \$145/hr) (Task 3: 72 hrs at blended rate of \$145/hr)
Structural Engineering	Not Required if Fence is less the 6 feet tall.
Total	\$19,140





We look forward to the opportunity to continue to serve the needs of the District on this project. Please contact our office if you have any questions about this proposal.

Sincerely,

A handwritten signature in blue ink, appearing to read "Brian Dougherty".

Brian Dougherty, FAIA  
Partner

Cc: Diego Matzkin, AIA





**SITE LEGEND**

- NEW BUILDING
- EXISTING BUILDING
- CONCRETE PAVING (LIGHT HATCH)
- CONTROL JOINT, TYP. (THIN LINE) 10'-0" O.C. MAX. (E10 A006)
- EXPANSION JOINT, TYP. (THICK LINE) 30'-0" O.C. MAX. (A10 A009)
- ACCENT CONCRETE PAVING (DARK HATCH)
- LANDSCAPE AREA - SEE LANDSCAPING PLANS
- PLAYGROUND PROTECTIVE SURFACING
- AC PAVING
- EASEMENT LINE
- ASSUMED IMAGINARY LINE
- PROPERTY LINE

**SITE NOTES**

1. ITEMS SHOWN ARE NEW UNLESS NOTED OTHERWISE.
2. FOR UNDERGROUND UTILITIES TRENCHING, COORDINATE WITH CIVIL, MECHANICAL, PLUMBING AND ELECTRICAL.
3. REFER TO CIVIL FOR OFF-SITE IMPROVEMENTS.
4. EXPOSED C.M.U. TO BE COATED WITH CLEAR SEALER.
5. FOR PATH OF TRAVEL SEE SHEET G005.
6. FOR PLAYGROUND EQUIPMENT SEE SHEET A613.

**HARRINGTON ELEMENTARY SCHOOL**  
 OXNARD SCHOOL DISTRICT  
 2501 GISLER AVENUE  
 OXNARD, CA 93033

JOB	21335.00
SCALE	As Indicated
PH	L.C.
DATE	06/23/2014

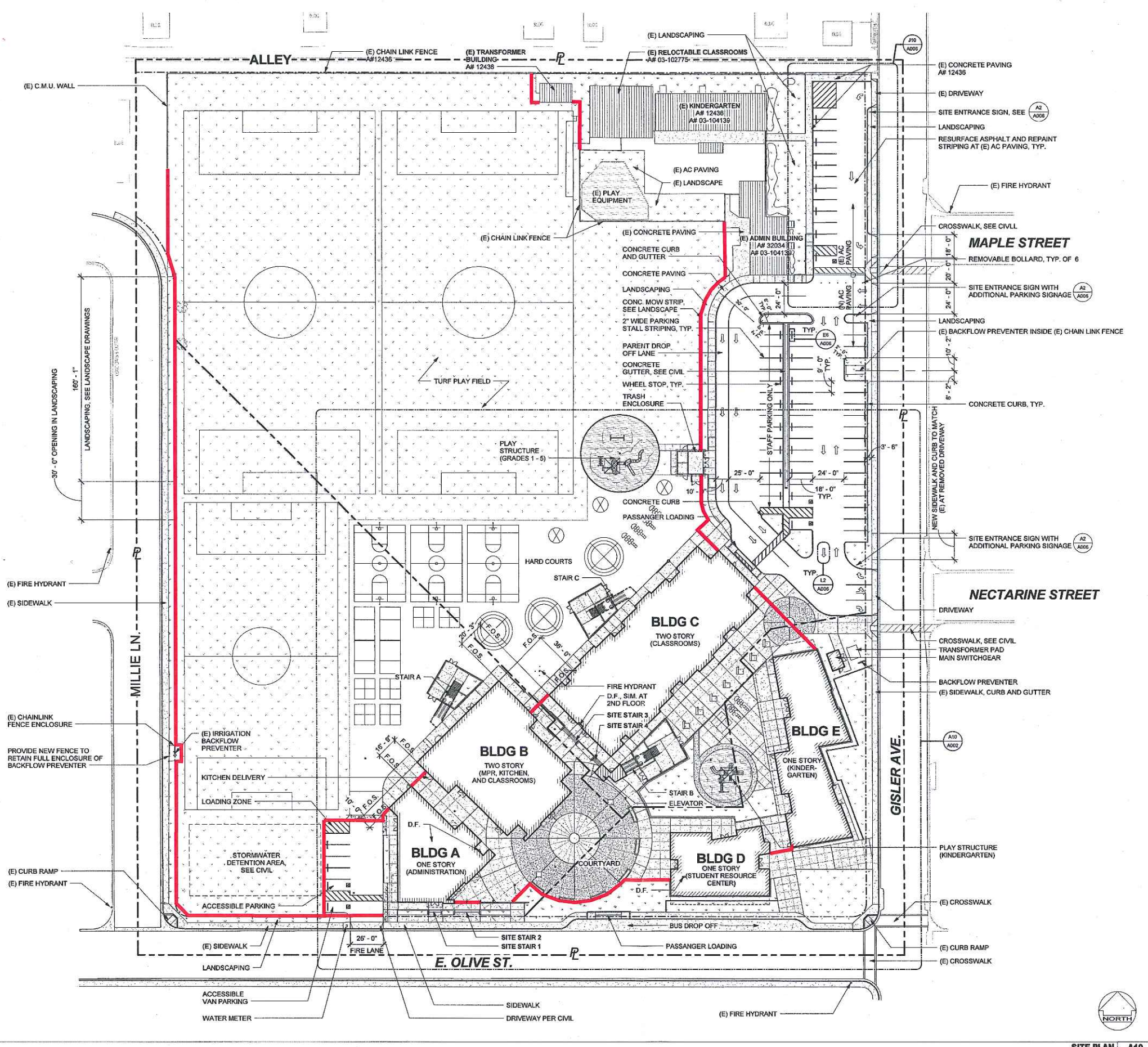
**OVERALL SITE PLAN**

IDENTIFICATION STAMP  
 DIV. OF THE STATE ARCHITECT  
 OFFICE OF REGULATION SERVICES

FILE NO: 56-22  
 AE: 03-115409  
 DATE: JUL 0 3 2014



**A001**



SITE PLAN A10





**AGREEMENT FOR ARCHITECTURAL SERVICES**

**BETWEEN**

**DOUGHERTY + DOUGHERTY ARCHITECTS, LLP**

**AND**

**OXNARD SCHOOL DISTRICT**

**JUNE 26, 2013**

**FOR**

**PROJECT 4 – HARRINGTON RECONSTRUCTION**

**received**  
COW 7/21/13

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## AGREEMENT FOR ARCHITECTURAL SERVICES

### PREAMBLE

This Agreement for Architectural Services (“**Agreement**”) is entered into on this 26<sup>th</sup> day of June, 2013 by and between **DOUGHERTY + DOUGHERTY ARCHITECTS, LLP**, an architectural firm that employs architects licensed to work in the State of California (collectively and individually, the “**Architect**”), with a business address at 3194 D. Airport Loop Drive, Costa Mesa, CA 92626 and the Oxnard School District, a California public school district (“**District**”), with offices located at 1051 South A Street, Oxnard CA 93030. District and Architect are sometimes individually referred to herein as “**Party**” and collectively as “**Parties.**”

### RECITALS

**WHEREAS**, the **District** proposes to undertake the construction and installation of certain improvements, as further defined and described below (the “**Project**”) and, in connection with the Project, requires the services of a duly qualified and licensed architect.

**WHEREAS**, the **Architect** represents that its employees are licensed to practice architecture in the State of California, as appropriate, and that the Architect is qualified to perform the services required under this Agreement.

**WHEREAS**, the Parties intend that the Architect provide professional services pursuant to this Agreement, under the management and oversight of the District’s Representative, in such manner as to enable the Project to be designed and constructed with the standard of care described herein without burdening the District’s staff.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the promises and covenants herein and other valuable consideration, receipt of which is acknowledged, the Parties agree as follows:

#### SECTION 1 GENERAL PROVISIONS

- 1.1 **DEFINITIONS.** When used in this Agreement or in the Exhibits, the following terms shall have the meanings set forth below:
  - 1.1.1 “**Addendum**” shall mean written or graphic information (including without limitation Drawings and Specifications), prepared and issued prior to the receipt of Bids, which modifies or interprets the Bid Set by additions, deletions, clarifications, or corrections.
  - 1.1.2 “**Additional Services**” shall mean those services in addition to the Basic Services that are provided by the Architect pursuant to a written request by the District.
  - 1.1.3 “**Agreement**” shall mean this document and all its identified exhibits, attachments and amendments.
  - 1.1.4 “**Architect**” shall mean the architectural firm listed in the first paragraph of this Agreement.

- 1.1.5 “**Architect Consultant**” shall mean a person properly qualified and licensed in an aspect of design and construction employed at Architect’s sole expense, pursuant to prior approval from the District, to provide Services for the Project.
- 1.1.6 “**Architect’s Supplemental Instruction**” or “**ASI**” shall mean a set of drawings which better explains the Architect’s intent with respect to the design of a building or structure
- 1.1.7 “**As-Built Documents**” shall mean the collection of documents assembled and prepared by the Contractor (including, without limitations the As-Built Drawings and specifications, shop drawings, approved changes, RFIs, manuals, etc.) showing the condition of the Project as actually built and accepted.
- 1.1.8 “**As-Built Drawings**” shall mean the final set of drawings prepared by the Architect that incorporates all changes from all drawings, sketches, details, and clarifications recording all changes from the Bid Set.
- 1.1.9 “**Basic Fee**” shall mean the compensation provided to the Architect for providing Basic Services.
- 1.1.10 “**Basic Services**” are described in Exhibit B and shall consist of (i) the professional design services, including but not limited to landscape and irrigation design, architectural, civil, structural, mechanical, plumbing (including fire sprinklers), acoustical, food service, audio and visual design, electrical services, a SWPPP for the Project, and LEED services as required to complete the Project; (ii) preparing educational specifications for the Project; and (iii) preparing and/or signing documentation required to obtain funding from any program administered by the State of California.
- 1.1.11 “**Bid**” shall mean the written proposal submitted to the District by a contractor in accordance with the Bid Set for the construction of the Project.
- 1.1.12 “**Bid Set**” shall mean the DSA Record Set, the construction contract, general conditions and any other documents included in the bid packages, including but not limited to any addenda, all in a form that District approves and uses to bid the construction of the Project.
- 1.1.13 “**Bidder**” shall mean the person or entity submitting a Bid.
- 1.1.14 “**BIM**” or “**Building Information Modeling**” shall mean the process of generating and managing building data during its life cycle. Typically it uses three dimensional, real-time, dynamic modeling software to increase productivity in building design and construction. The process encompasses building geometry, spatial relationships, geographic information, and quality and properties of building components.
- 1.1.15 “**CDE**” shall mean the California Department of Education.
- 1.1.16 “**Change Order**” or “**CO**” shall mean a written document between the District and the Contractor that is signed by the District and the Contractor authorizing a change in the work or and adjustment in the contract, or the contract time.
- 1.1.17 “**Change Order Request**” or “**COR**” shall mean a proposed change(s) in contract amount, requirements or time (outside the scope of the construction contract and/or provisions of its

changes clause) which becomes a Change Order when approved by the District and the Contractor.

- 1.1.18 **“CHPS”** shall mean Collaborative for High Performance Schools.
- 1.1.19 **“Construction Budget”** shall mean the amount of money that the District has allocated for the total Construction Cost for the Project, as may be amended by the District in its sole discretion.
- 1.1.20 **“Construction Cost”** shall mean, as of acceptance of the Project, the cost of all labor, materials, and fixtures (but not trade fixtures) supplied by the Contractor and subcontractors to construct the Project, including mobilization, demobilization, materials and other costs typically included in this calculation and *excluding* (i) all fees and costs paid to the Architect and any Architect Consultant; (ii) all costs and expenses of services, reports, information, equipment and materials furnished by the District; (iii) all costs and fees related to off-site improvements; (iv) all costs incurred to remedy any design or construction defects or errors; and (v) any other Project-related costs and fees typically excluded.
- 1.1.21 **“Construction Documents”** shall mean those documents which are required for the actual construction of the Project, including but not limited to the agreement between the District and the Contractor; complete working drawings and specifications setting forth in detail the work to be done and the materials, workmanship, finishes and equipment required for architectural, structural, mechanical, electrical systems and utility service-connected equipment and site work.
- 1.1.22 **“Construction Manager”** shall mean and refers to any professional or consultant retained by the District to plan, direct and coordinate the construction of the Project.
- 1.1.23 **“Construction Document Phase”** shall have the meaning set forth in Exhibit B.
- 1.1.24 **“Construction Phase(s)”** shall mean individual construction contract packages that are bid and/or contracted for separately.
- 1.1.25 **“Constructability Review”** shall mean the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District’s objectives as explained to the Architect by the District; and (ii) are free of errors, omissions, conflicts or other deficiencies so that the Contractor can construct the Project as therein depicted within the Project Budget and without delays, disruptions, or additional costs.
- 1.1.26 **“Contractor”** shall mean the general contractor or any other contractor selected to perform work or services on the Project or any replacement.
- 1.1.27 **“Contractor Payment Application”** shall mean a Contractor’s written request for payment for completed portions of the work and for materials delivered or stored by the Contractor.
- 1.1.28 **“Design Bid Build”** shall mean a project delivery method defined by the following characteristic – design and construction are separate contracts.
- 1.1.29 **“Design Development Phase”** shall have the meaning set forth in Exhibit B.
- 1.1.30 **“District”** shall mean the Oxnard School District.



- 1.1.31 **“District Design Standards”** shall be the implementation of standard equipment and/or products as determined by the District, into the overall Project design.
- 1.1.32 **“District’s Representative”** shall mean the District’s Superintendent and/or, Assistant Superintendent of Facilities and Operations and/or Director of Planning and Construction, and/or Program Manager or any authorized designee of those officers.
- 1.1.33 **“DSA”** shall mean the Division of the State Architect of the State of California.
- 1.1.34 **“DSA Record Set”** shall mean such documents, plans, drawings and specifications submitted to DSA as part of the design phase and stamped and approved by DSA for the Project.
- 1.1.35 **“Educational Specifications”** shall mean the interrelated statements that communicate what educators believe is required to support a specific educational program.
- 1.1.36 **“Funding Consultant”** shall mean any consultant designated by the District that assists the District in submitting applications for funding from programs administered by the State of California.
- 1.1.37 **“Guaranteed Maximum Price” or “GMP”** shall mean the cost for construction and installation of a project determined by the District and the lease-leaseback entity when the Lease-Leaseback delivery method is used and shall include both the “Estimated GMP” and the “Final GMP”.
- 1.1.38 **“Inspector of Record” or “IOR”** shall mean a certified Inspector approved by DSA to inspect work pursuant to the Field Act (California Education Code §17280 *et seq.*) and applicable provisions of the California Code of Regulations. The IOR also serves as the representative of the District to conduct field inspections of the Project during construction.
- 1.1.39 **“Lease-Leaseback”** shall mean a project delivery method under which the District leases real property it owns to a lease-leaseback entity and the lease-leaseback entity causes the construction of a facility the District desires on said real property and subleases the facility back to the District, with title to the facility vesting in the District at the end of the term of the sublease, as set forth in California Education Code §17406.
- 1.1.40 **“LEED”** shall mean Leadership in Energy and Environmental Design as administered by the U.S. Green Building Council.
- 1.1.41 **“Modernization/New Construction”** shall mean the comprehensive replacement or restoration of virtually all major systems, interior work (such as ceilings, partitions, doors, floor finishes, etc.) and building elements and features.
- 1.1.42 **“MOU”** shall mean a memorandum of understanding.
- 1.1.43 **“Notice of Completion” or “NOC”** shall mean the legal notice filed with the County Recorder after completion of the Project.
- 1.1.44 **“OPSC”** shall mean the Office of Public School Construction of the State of California.
- 1.1.45 **“Phase”** when used without the word “Construction” shall mean the various phases of architectural work described in this Agreement.

- 1.1.46 **“Potential Change Order”** or **“PCO”** shall mean a written document before it has been approved and effected by the Contractor and the District.
- 1.1.47 **“Principal(s)”** shall mean individual(s) who are participating owners of the Architect and are authorized to act on behalf of the firm.
- 1.1.48 **“Project”** shall mean the project described hereinafter in Section 3.
- 1.1.49 **“Project Budget”** shall mean the sum total of all monies allocated by the District to defray costs of the work and services related to the Project including, but not limited to, professional services, all construction services (such as site work, prime contracts, consultants, materials), contingencies and applicable general conditions for each Construction Phase.
- 1.1.50 **“Project Director”** shall mean, with reference to the Architect, a licensed, experienced and well trained professional employed by Architect and fully authorized to represent the Architect in all matters related to the Project including, but not limited to, executing change orders during construction, and to bind the Architect to any commitments made on the Architect’s behalf in connection herewith.
- 1.1.51 **“Program Manager”** shall mean the District approved program management firm, Caldwell Flores Winters, Inc., the primary District Representative and Project Manager for the Project.
- 1.1.52 **“Project Manager”** shall mean the person assigned by the District to supervise the Project. The District will identify the Project Manager(s) for each Project.
- 1.1.53 **“Project Schedule”** shall mean the entire series of events necessary to design and construct the Project and encompasses work and services of the Architect, Architect Consultant(s), the Contractor and other consultants.
- 1.1.54 **“Primavera Contract Management System”** or **“CMS”** shall mean the program/project management software required by the District to maintain, route and issue all design phase documents, construction documents, and close out documents.
- 1.1.55 **“Request for Information”** or **“RFI”** shall mean a written request from the Contractor to the District or the Architect for clarification or information about the Construction Documents following contract award.
- 1.1.56 **“Re-Use of Plans”** or **“Re-Use”** shall mean the process by which the Architect develops a design for the Project which meets the District Design Standards, Educational Specifications, Project Budget, and Project Schedule requirements, and is based upon a record set of plans, drawings, and specification approved by DSA for past projects constructed in other locations, and including all Site Adaption requirements.
- 1.1.57 **“SAB”** shall mean the State Allocation Board of the State of California.
- 1.1.58 **“Schematic Design Phase”** shall have the meaning set forth in Exhibit B.
- 1.1.59 **“Services”** shall mean all labor, materials, supervision, services, tasks, and work that the Architect is required to perform hereunder, including Basic Services and work reasonably inferred from this Agreement, as further described and clarified in **Exhibit B** hereto, including any Additional Services required of the Architect hereunder.

- 1.1.60 "Site Adaption" shall mean all necessary revisions to a record set of plans, drawings and specifications approved by DSA for a past project utilized in the Re-Use of Plans to ensure that site specific conditions and District requirements are incorporated into the final design, and DSA Pre-Check ("PC") Approval is maintained.
- 1.1.61 "SWPPP" shall mean Storm Water Prevention and Pollution Plan.
- 1.1.62 "Time Impact Analysis" or "TIA" shall mean a simplified analysis procedure typically specified on construction projects to facilitate the award of excusable days to project completion due to delays caused by either the District or the Contractor.
- 1.2 **INCORPORATION OF RECITALS, EXHIBITS AND REFERENCED DOCUMENTS.** The Recitals above and all Exhibits attached to this Agreement, now or hereafter by agreement of the Parties, are incorporated herein by reference and made a part of this Agreement.

## **SECTION 2**

### **EMPLOYMENT OF ARCHITECT**

- 2.1 **EMPLOYMENT OF ARCHITECT.** The District hereby retains the Architect, pursuant to California Government Code, Title 1, Division 5, Chapter 10.1 and Section 53060 thereof, to perform, for consideration and upon the terms and conditions set forth herein, all Services required to complete the Project, as may be hereafter amended in an expeditious, safe and satisfactory manner. The Architect hereby accepts such retention and commits to perform all the Services required to complete the Project in a professional and conscientious manner in accordance and consistent with highest industry standards and the standard of care generally employed by professionals licensed and qualified to perform similar services within the State of California. The Services shall be performed in a safe, expeditious and satisfactory manner, with allowance for periods of time required for (i) the District's review and approval of submissions to the District by the Architect; (ii) review and approval of submissions to those authorities having jurisdiction over the Project; and (iii) the Architect's review of submissions to the Architect from the District, or authorities having jurisdiction over the Project.
- 2.2 **PROJECT DIRECTOR AND OTHER EMPLOYEES.** The Architect shall appoint and designate one State of California licensed architect to serve as the Project Director for the Project. The Project Director shall maintain personal oversight of the Project and the Services and shall be the primary contact on the Architect's behalf for all matters related to the Project for which he or she is designated as Project Director. The Project Director shall be vested with full authority to represent and act on behalf of the Architect for all purposes under this Agreement.
- 2.3 **ARCHITECT COVENANT AGAINST CONTINGENT FEES.** The Architect warrants and represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Basic Fee or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

### **SECTION 3**

#### **THE PROJECT**

The Project consists of such works of new construction, modernization and/or improvement that require Services to be provided by the Architect described more fully on Exhibit A.

### **SECTION 4**

#### **SERVICES**

- 4.1 BASIC SERVICES.** The Basic Services, deliverables and submittals required under this Agreement are described in **Exhibit B**. Terms used in Exhibit B shall have the same meaning as those terms are defined in the Agreement. The Basic Services are divided into Phases, such as planning programming phase, schematic phase, etc. to facilitate the completion of each set of services during specified times established under the Project Schedule.
- 4.2 GENERAL PROVISIONS CONCERNING BASIC SERVICES**
- 4.2.1 Employment of Personnel.** The Architect shall employ, at its own cost and expense, any and all personnel needed to perform the Services. The Architect must identify all personnel that will perform work at any District site and must obtain fingerprinting clearance from the District, as described in Section 14.2.3 below. The Architect agrees to reallocate any personnel whose work is unsatisfactory to the District. The Architect shall at all times be solely responsible for the compensation, benefits, tax deductions, insurance or other requirements of any laws applicable to its personnel.
- 4.2.2 Employment of Architect Consultant(s).** For services not provided directly by the Architect, the Architect shall employ, at its own cost and expense, any and all needed Architect Consultant(s) to perform the services hereunder. Architect Consultant(s) retained by the Architect in the performance of this Agreement shall be licensed to practice in their respective professions where required by law. The Architect Consultant(s) will be required to show evidence of a policy of professional liability and/or project insurance that satisfies the requirements of Section 11.2 hereinafter.
- 4.2.3** The Architect shall remain at all times primarily responsible for the adequate performance of each service and said employment of the Architect Consultant(s) shall not relieve the Architect from administrative or other responsibility under law or this Agreement. Architect shall be responsible for the coordination and cooperation of the Architect Consultant(s). An Architect Consultant(s) may include but are not limited to designers and engineers for the structural, electrical, mechanical, plumbing (including fire sprinklers), landscaping, audio and visual, food service, acoustical, theatrical, and civil portions of the Project. Prior to entering into any consulting agreement and prior to authorizing any consultant(s) to perform any services on the Project, the Architect shall submit a written request for approval to District. The request shall include the names of the Architect Consultant proposed for the Project and shall identify the key personnel of each Architect Consultant's firm. The District shall have the discretion to reject any proposed Architect Consultant and/or personnel. If the proposed Architect Consultant and/or personnel is rejected, the Architect may perform the Services at issue, if qualified to do so, or may propose an alternate acceptable to District.

- 4.2.4 Cooperation with District and Other Consultants.** The Architect and Architect Consultant(s) shall confer and cooperate with District, DSA, the Project Manager, and other District consultants, if any, in all matters and activities as related to this Agreement and the Project.
- 4.2.5 Project Communication.** In all cases, the Architect shall direct Project communication to the District's Program Manager, including any correspondence to the District, the District's consultants, District staff, Construction Manager, Contractors, and/or any members of the public related to the Project.
- 4.2.6 Primavera Contract Management System or CMS.** The Project will be managed through the Primavera Contract Management System project management software from design through closeout. The Architect will utilize the Primavera Contract Management System software as required by the District.
- 4.2.7 Corrections to Construction Documents and Other Deliverables.** The Architect shall revise the Construction Documents as needed to incorporate any and all Change Orders and necessary modifications required due to negligent acts or any errors or omissions by the Architect or the Architect Consultant(s). The Architect shall also provide any modifications to any deliverables required under **Exhibit B** if such modifications become necessary due to any errors or omissions of the Architect or the Architect Consultant(s).
- 4.2.8 Minutes of Progress Meetings.** The Architect will note discussions during progress meetings concerning any Services and will provide a draft copy of the minutes.
- 4.2.9 Independent Reviews; Audits.** Each Project shall at all times be subject to independent reviews conducted by the District or any other person selected by the District, including but not limited to Constructability Review and audits. Such reviews may include inspection of any work, documents or services related to the Project. The Architect shall cooperate with these reviews, including preparing written responses to written or verbal comments, and incorporating changes to the Construction Documents based on such comments. If the Architect does not deem that a comment requires a change, the Architect shall so state in a written response to the comment providing reasons why no change should be implemented. If District nevertheless directs the Architect to implement the requested change, the Architect will do so unless the change would result in a violation of applicable laws or requirements.

The scope of the Architect's obligations during Constructability Review includes, without limitation, written confirmation, in form and content satisfactory to the District, that (a) requirements noted in the Construction Documents are consistent with and conform to District requirements; and (b) there are no errors, omissions or deficiencies in the Construction Documents that a reasonable Architect using skill and diligence standard in the profession would have detected and corrected prior to submission of the Construction Documents.

- 4.2.10 Independent Cost Estimates.** The District shall have the right, but not the obligation to obtain independent cost estimate(s) conducted by an estimator designated by the District and at the expense of the District. The Architect shall be available to answer the estimator's questions regarding the design and attend meetings with the estimator to reconcile the Architect's and any independent estimator's estimate.
- 4.2.11 Inspection of Records; Familiarity with Site and Project.** The Architect shall be solely responsible for researching and analyzing all records of the existing improvements and the proposed Project, identifying all District held record documents concerning each portion of the

Project, conducting site visits and familiarizing itself with the conditions of the structure(s) and location(s) in which it is providing Services. It is required that the Architect will visit each site prior to design completion to validate existing conditions and record plans of existing buildings and site utilities.

- 4.2.12 Construction Delivery Methods: Lease-Leaseback.** The District may at its discretion enter into Lease-Leaseback pre-construction services and construction contracts for the Project. The Architect will work cooperatively with the Lease-Leaseback contractor during the performance of its pre-construction service phase to implement value engineering, BIM and constructability recommendations.
- 4.2.13 Funding Applications and Approvals.** The Architect shall assist the District with any and all funding applications and submittals for any program administered by the State of California or other entities. Architect may be required to prepare, sign and submit applications and documents to various entities such as DSA, OPSC, CDE, and the U.S. Green Building Council. The Architect's duties shall include the preparation and submittal of application(s), plans and specifications, and any supplemental funding applications (such as CHPS, CDE, as well as OPSC and others as may be required). The Architect shall respond timely to review comments and work cooperatively with the District's Funding Consultant to achieve any and all submittal deadlines.
- 4.2.14 District Design Standards.** The Architect shall be responsible for implementing all District Design Standards issued to the Architect by the District into the overall project design. Design standards include but are not limited to equalization standards, furniture, fixture and equipment standards, maintenance standards, data and technology standards, security intrusion and video surveillance standards.
- 4.2.15 Storm Water Prevention and Pollution Plan (SWPPP).** The Architect shall be responsible for all designs and permitting, excluding fees, as it relates to the SWPPP plans and specifications for the Project. Responsibility also includes the preparation of plans, specifications, and any other requirements needed to obtain the required regulatory approvals and permits.
- 4.2.16 Changes.** The Architect shall revise the Construction Documents as needed to incorporate any and all change order requests, potential change orders, supplementary instructions and other necessary modifications. The Architect is responsible for obtaining DSA approval for all changes.
- 4.2.16.1 Changes Required to Meet Construction Budget.** If the lowest responsible bid, the preconstruction estimate as validated by the District, or the GMP exceeds one hundred ten percent (110%) of the Construction Budget, the Architect shall revise the scope and/or design of the Project at no additional expense to the District. The District shall approve or disapprove, in its sole discretion, all proposed changes to the scope and/or design intended to effect cost reduction and no such changes shall be effective until approved by the District.
- 4.2.17 Deliverables.** Unless otherwise agreed to in writing, Architect shall produce the deliverables identified on Exhibits B and C.
- 4.2.17.1 DSA Approval Deliverable.** DSA approval shall be the responsibility of the Architect, including the preservation of DSA Pre-Check (PC) Approval for the Re-Use of Plans including all necessary revisions to accommodate Site Adaption, District Design Standards, Educational

Specifications, Project Budget, Project Schedule, District requested changes, and/or any other requirements to meet code, or other requirements of all agencies having jurisdiction.

### **4.3 ADDITIONAL SERVICES**

**4.3.1 Architect Additional Services.** Additional Services for any Project will require written request or pre-authorization in writing by the District following specific approval of such services by the District Board of Trustees. It is understood and agreed that the Architect shall not perform any Additional Services unless and until the Architect receives specific written approval for such Additional Services from the District Board of Trustees. If Additional Services result in a modification of the Basic Fee, then the Architect shall be paid for such additional services as part of the payment for the Basic Fee. All other Additional Services shall be paid by the District as provided in Section 5.2, Compensation for Additional Services. It is understood and agreed that if the Architect performs any services which it claims are Additional Services without receiving prior written approval from the District Board of Trustees, the Architect shall not be paid for such claimed Additional Services.

**4.3.2** The following services are not Basic Services under this Agreement and are to be considered Additional Services:

**4.3.2.1** Revisions and changes requested by the District to be made to drawings, specifications or documents previously approved by the District prior to awarding the construction contract, provided that such changes are not (i) required to make the documents compliant with original design requirements; (ii) revisions that should have been implemented during design; (iii) revisions required under Section 4.2.15.1; or (iv) necessary to comply with applicable laws, rules, or regulations.

**4.3.2.2** Services for repairs of damages to the Project resulting from third-party actions or unforeseen conditions or circumstances not the result of negligence or errors or omissions of the Architect or the Architect Consultant(s), including but not limited to repairs necessary due to damage caused by fire, flood or other unforeseen conditions not the result of negligence or errors or omissions of the Architect or the Architect Consultant(s).

**4.3.2.3** Additional Services required due to (i) the termination, delinquency or insolvency of the Contractor; or (ii) a default of the Contractor that does not arise directly from the negligence or errors or omissions of the Architect or the Architect Consultant(s).

**4.3.2.4** Any of the following if directed by the District in writing: (i) the employment of specialty consultants not listed in the Architect's Basic Services; and (ii) the preparation of special delineations and models of facilities not included in the original Project.

**4.3.2.5** Contract administration services performed more than 180 days after the original construction contract completion date, except when such delay is caused in whole or in part by the negligence or errors or omissions or willful misconduct of the Architect or the Architect Consultant(s).

## **SECTION 5**

## ARCHITECT'S COMPENSATION & PAYMENT SCHEDULE

### 5.1 COMPENSATION FOR BASIC SERVICES

5.1.1 **Compensation Description.** The Architect shall perform the Basic Services in exchange for compensation equal to the Basic Fee of:

**One Million One Hundred Thousand Dollars and No Cents  
(\$1,125,037.00)**

If the Project is divided into Construction Phases, the Architect shall allocate the Basic Fee over the Construction Phases and the allocation shall be in rough proportion to the Construction Budget for the Project with consideration given to the size and complexity of each Construction Phase. It is agreed that, as long as the Architect performs the Services for the Project or Construction Phase in a timely manner, in compliance with the provisions of this Agreement and to the satisfaction of the District, payments of the Basic Fee for the Project or Construction Phase shall be made by the District, upon approval by the District of deliverables described in Exhibit B & C, and approval of invoices satisfactory to the District, in amounts not to exceed the percentages for each Phase as set forth in the following Table:

#### Architectural Phases

<b>Project Initiation</b>	<b>2%</b>
<b>Development of Architectural Program</b>	<b>2%</b>
<b>Schematic Design</b>	<b>9%</b>
<b>Design Development</b>	<b>14%</b>
<b>Construction Documents</b>	<b>43%</b>
<b>Bidding/DSA</b>	<b>5%</b>
<b>Construction Administration</b>	<b>20%</b>
<b>Close-Out</b>	<b>5%</b>

5.1.1.1 **Invoices.** Invoices may be submitted at the end of each Phase in the Table above, except that the construction administration phase can be billed as progress in proportion to the certified completion of construction, rounded to the nearest whole percent, as determined by the District. All invoices must be submitted in accordance with section 5.5 below.

5.1.1.2 **Close-Out Phase.** The remainder of the Basic Fee shall be paid to Architect upon satisfactory completion of all Services identified as Close Out Phase on **Exhibit B**, provided that payment will be made as follows: (i) two and one-half percent (2.5%) will be paid after the submission by the Architect of the Verified Report (described on **Exhibit B**) to DSA; and (ii) two and one-half percent (2.5%) will be paid after receipt by the District of final DSA certificate and verification that all fees due to the Architect's Consultant(s) providing Services in connection with this Agreement have been paid.

### 5.2 COMPENSATION FOR ADDITIONAL SERVICES

5.2.1 Fees negotiated for Additional Services pursuant to 4.3.2.1 that result in a change in the scope of the Project or Basic Services shall be processed as an amendment to the Basic Services and Basic Fee, subject to the approval of District's Board of Trustees.

5.2.2 All other fees for Additional Services may be negotiated on a fixed fee or time and materials basis.



**5.3 DISPUTED AMOUNTS.** In the event of any good faith dispute concerning a particular payment or a portion of a payment under this Agreement, pursuant to Section 3320 of the California Civil Code, the District shall have the right to do either of the following: (i) make such disputed payment to the Architect without prejudice to the District's right to contest the amount so paid; or (ii) withhold up to 150% of the disputed amounts. If the District withholds amounts invoiced by the Architect, the District will notify the Architect in writing of the reasons for the withholding. From and after the date such notice is given, the District and the Architect shall use their good faith efforts to resolve the dispute as quickly as practicable under the circumstances. If the District has given such notice, the Architect shall not be entitled to terminate this Agreement or suspend Services hereunder on account of such nonpayment, provided the District makes payment for all undisputed sums. If the District chooses to withhold payments under clause (ii) of this Section and if it is subsequently determined that the District owes an additional payment to the Architect, the District shall pay such amount to the Architect. If the District chooses to proceed under clause (i) of this Section and it is subsequently determined that the District overpaid the Architect, the Architect shall promptly refund to the District the amount of such overpayment.

#### **5.4 COMPENSATION FOR REIMBURSABLE SERVICES**

**5.4.1 PRIOR APPROVAL.** The District will not be obligated to pay for any Services performed or costs incurred by the Architect without prior written authorization by the District. The following will not be reimbursed under this Agreement:

**5.4.1.1** Travel costs associated with delivery of Basic Services not explicitly approved under Section 5.4.2.

**5.4.1.2** Reprographics costs associated with delivery of Basic Services not explicitly approved under Section 5.4.2.

**5.4.1.3** Consultant fees and expenses not explicitly approved under Section 5.4.2.

**5.4.1.4** Any other cost or expense not explicitly approved under Section 5.4.2.

**5.4.2 REIMBURSABLE EXPENSES.** Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. The Architect may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by the Architect or the Architect Consultant(s) in furtherance of performance of its obligations under this Agreement, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by the District in writing and in total do not exceed two percent (2%) of the Basic Fee. The following is the EXCLUSIVE list of reimbursable expenses:

**5.4.2.1 Travel and Mileage.** The Architect must request the travel in writing and justify why the travel should be reimbursed. Travel expenses must be approved in writing by District, in its sole discretion. Trips from any Architect's office or Architect Consultant's office to the Project site(s) or to the District's office will not be approved for reimbursement.

**5.4.2.2 Reimbursable Reprographic Services.** Print sets or copies requested in writing by the District beyond the quantities required under **Exhibit B**.

**5.4.2.3 Fees for Consultants.** Fees for consultants hired and paid by the Architect at the written request of District that are not provided as Basic Services.

## **5.5 INVOICES**

**5.5.1 Invoices for Architect's Basic Services.** Following completion of the Services applicable to each Phase, or agreement by the District to consider an interim invoice, the Architect shall submit an invoice in form and substance satisfactory to the District in an amount not to exceed the amount specified as the portion of the Basic Fee to be paid for that Phase for the Services identified in the invoice.

**5.5.1.1** Each invoice must be accompanied by an **Approval Letter** from the District in the form of **Exhibit D**, attached hereto.

**5.5.1.2** Each invoice must be accompanied by an **Invoice Cover Sheet** indicating amounts billed to date, and remaining to be paid in the form of **Exhibit D**, attached hereto.

**5.5.1.3** Progress payments shall not be made at any time during the Bidding Phase. If the District withholds any amount following a default, as provided in Section 6 of this Agreement, the Architect shall certify in each subsequent invoice that none of the amounts invoiced represent any portion of the amounts identified for withholding. Withheld amounts shall be paid as specified on the notice from the District informing the Architect that the District elects to exercise its right to withhold payment following an Architect default, if any.

**5.5.2 Invoices for Additional Services.** Except for Additional Services that are incorporated into the Basic Fee, payments for Additional Services shall be made monthly after approval by the District's Board of Trustees. The Architect's invoice shall be clearly marked "Request for Payment for Additional Services." Each invoice shall be accompanied by receipts and adequate supporting information. As required by Section 3320 of the California Civil Code, payment on a properly submitted, fully supported and documented invoice will be due within thirty (30) days of the date all required supporting information is received by the District.

**5.5.3 Invoices for Reimbursable Expenses.** Payments for Reimbursable Expenses, if any, shall be made monthly, unless otherwise specified within the reimbursable expense authorization. The Architect's invoice shall be clearly marked "Request for Payment of Reimbursable Expenses." Each invoice shall be accompanied by receipts and adequate supporting information. As required by Section 3320 of the California Civil Code, payment on a properly submitted, fully supported and documented invoice will be due within thirty (30) days of the date all required supporting information is received by the District, unless the District disputes in good faith any portion of the amount claimed by the Architect to be due.

**5.5.4 Final Invoice.** Upon completion of all Services and delivery of final DSA certification, the Architect shall prepare a final invoice for the remaining amount due, including and separately identifying any amounts withheld by District hereunder. This invoice shall be prominently noted **FINAL INVOICE FOR PROJECT 4 – HARRINGTON RECONSTRUCTION**. The Architect shall provide a final invoice within thirty (30) days of District's notification of receipt of final DSA certification. The District shall pay the final invoice within sixty (60) days of the

District's approval of the final invoice. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages, or other sums withheld from payments to Contractors, provided the reason for such withholding is not attributable to the fault of the Architect or the Architect Consultants.

- 5.5.5 Combined Invoices.** Invoices for Basic Services, Additional Services and Reimbursable Expenses may be combined on a single invoice provided that the invoice is itemized and follows the instructions above.

## **SECTION 6**

### **DEFAULT; REMEDIES; SUSPENSION AND TERMINATION**

#### **6.1 TERMINATION BY DISTRICT**

- 6.1.1 For Cause.** The District may terminate all or any portion of this Agreement or the Services for cause in the event of an Architect Default. With respect to any monetary Architect Default, the termination shall be effective if the Architect fails to cure such default within fifteen (15) calendar days following issuance of written notice thereof by the District. With respect to any non-monetary Architect Default for which no time period for cure is otherwise specified below, the termination shall be effective if the Architect fails to cure such default within thirty (30) calendar days following issuance of written notice thereof by the District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecute such cure to the satisfaction of the District. If the District does not terminate, the District will have the right to withhold monies otherwise payable to the Architect until completion of all Services. If the District incurs additional costs, expenses or other damages due to the failure of the Architect to properly perform pursuant to this Agreement, those costs, expenses or other damages shall be deducted from the amount payable to the Architect. If the amount payable to the Architect exceeds the amounts withheld, the balance will be paid to the Architect upon completion of all Services. If the costs, expenses or other damages incurred by the District exceed the amounts withheld, the Architect shall be liable to District for the difference and the Architect shall promptly pay the District such difference. The provisions of this Paragraph 6.1.1 are in addition to, and not a limitation upon, any other rights and remedies of the District under law or in equity and shall survive the termination of this Agreement.
- 6.1.2 For Convenience.** The District may terminate, abandon or suspend performance of this Agreement for convenience and without cause at any time upon thirty (30) days written notice to the Architect, in which case the District will pay the Architect as provided in Section 5 for all Services and authorized Additional Services actually performed, and all authorized Reimbursable Expenses actually incurred and paid, under and in accordance with this Agreement, up to and including the date of termination; provided that such payments shall not exceed the percentage amounts specified as compensation for the Phases of the Services completed, plus any Additional Services and Reimbursable Expenses completed prior to termination, unless the District at its sole discretion determines that demobilization or other compensation is appropriate. After a notice of termination is given, the Architect shall submit to the District a final claim for payment, in the form and with certifications prescribed by the District. Such claim shall be submitted promptly, but in no event later than forty (40) calendar days after the Termination Date specified on the notice of termination.

Such payment shall be the Architect's sole and exclusive compensation and the District shall have no liability to the Architect for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

- 6.1.3 Temporary Suspension of Services.** If the Services are suspended in whole or in part by the District for less than one hundred twenty (120) consecutive calendar days, and notice to that effect was provided to the Architect prior to the suspension of the Services, the Architect shall complete any remaining Services in accordance with the terms herein as in existence at the time of suspension and the Architect shall not be entitled to additional compensation. If the Services are suspended, in whole or in part, by the District for one hundred twenty (120) consecutive calendar days or more, the Project Schedule shall be adjusted and the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Services.
- 6.2 ARCHITECT DEFAULT.** The occurrence of one or more of the following events shall constitute an "Architect Default" under this Agreement:
- 6.2.1 Inability to pay Debts and Failure to Pay Architect Consultants.** At any time prior to the expiration or termination of this Agreement, the Architect is unable to pay its debts in the ordinary course of business as they come due, including but not limited to failure to pay, when due, invoices from Architect Consultant(s) providing services in connection with this Agreement.
- 6.2.2 Assignment for the Benefit of Creditors.** An assignment for the benefit of creditors is made by, or any bankruptcy, reorganization (in connection with a debtor relief proceeding), receivership, moratorium or other debtor relief proceedings are commenced by or against the Architect, and the same is not discharged within ninety (90) days of commencement.
- 6.2.3 False or Misleading.** Any representation or warranty made by the Architect in this Agreement or in connection with any Services proves to be false or misleading in any material respect.
- 6.2.4 Failure to Provide Acceptable Design.** The Architect's failure to provide a functional design that can be built within the Construction Budget in accordance with industry standards.
- 6.2.5 Defective Services; Errors or Omissions; Failure to Perform.** The Architect or the Architect Consultant(s) (a) provides defective services, including any deficiencies due to errors or omissions; or (b) fails to deliver Services in a timely manner; or (c) causes any delays for any reason, including providing defective Services; or (d) fails to perform any obligations under this Agreement (including, without limitation, failure to supply sufficient skilled personnel or suitable materials or equipment or failure to adhere to the Project Schedule).
- 6.2.6 Willful Violation.** The District determines that (a) the Architect is willfully violating any conditions or covenants of this Agreement or the Construction Documents; or (b) the Architect is executing Services in bad faith or not in accordance with terms hereof.
- 6.2.7 Failure to Cooperate With DSA.** Failure to comply with DSA requirements or to submit documents at any pre-scheduled times in accordance with the MOU process will constitute an automatic default.
- 6.2.8 Unapproved Assignment.** The Architect attempts to assign this Agreement or any Services hereunder without prior written approval from the District.

- 6.2.9 Disregard of District Authority or Direction.** The Architect disregards the authority of the District or fails or refuses to perform any reasonable act or service requested by the District hereunder.
- 6.2.10 Violation of Applicable Law.** The Architect violates any applicable law, statute or governmental regulation in connection with any Services or this Agreement.
- 6.2.11 Failure To Maintain Errors and Omissions Insurance.** The Architect fails to maintain the insurance required pursuant to Section 11.2. herein.

### **6.3 DISTRICT REMEDIES**

- 6.3.1 General Remedies.** If an Architect Default occurs under this Agreement, the District may exercise any right or remedy it has under this Agreement, or otherwise available at law or equity, and all of the District's rights and remedies shall be cumulative.
- 6.3.2 Withholding Payment.** If an Architect Default occurs, the District's obligation to disburse further funds to the Architect pursuant to this Agreement may be terminated or suspended by the District, in its sole discretion. In connection with any Architect Default, the District may withhold all or a portion of any payments then or thereafter due to the Architect until the Architect cures any and all defaults to the satisfaction of the District.
- 6.3.3 Stop Work.** Upon the occurrence of an Architect Default, the District may, at its sole and absolute discretion, order the Architect in writing to stop work on the Services, or any portion thereof, until the Architect Default has been cured. The Architect shall make best efforts to avoid delays and shall be solely responsible for any additional costs to the Project in connection with such "stop work" order.
- 6.3.4 Errors & Omissions; Additional Costs.** In addition to any other remedy available to the District under this Agreement or under the laws of the State of California, the District may require the Architect to pay all costs incurred by the District to correct any defect and/or deficiency in the design work of the Architect and/or the Architect Consultant(s), including but not limited to re-design costs, additional services costs for other consultants, costs incurred by the District under any contract or to make alternative arrangements due to delays, litigation costs, and any cost related to the necessary removal of and/or replacement of work or materials. The Architect shall provide any Services requested by the District to correct any such errors or omissions but shall not receive any fee for any work or Services performed in correcting said errors or omissions regardless of whether such errors or omissions result in damages to the District or delays to the Project. This remedy applies but is not limited to (i) providing a design that fails to serve its purpose when constructed in accordance with industry standard for the particular Project; or (ii) delays due to Architect's failure to comply with the plan check review process in accordance with the District's MOU with DSA.
- 6.3.5 Self Help.** Upon the occurrence of an Architect Default, the District may, at its sole and absolute discretion, without prejudice to other remedies, correct any deficiencies resulting from the Architect Default. In such case, the District may deduct costs relating to correcting such deficiencies, including, without limitation, compensation for additional services and expenses of a supplemental or replacement architect, design or engineering consultants and other consultants made necessary by such defaults, including services of legal counsel, from payments then or thereafter due to the Architect and may adjust the Basic Fee and any fees for Additional Services

accordingly. If the payments then or thereafter due to the Architect are not sufficient to cover the amount of the deduction, the Architect shall pay the difference to the District.

**6.3.6 Payment to Consultant.** If the Architect Default is due to the Architect's failure to pay, when due, invoices of an Architect Consultant providing Services in connection with this Agreement, the District shall have the right, but no obligation, to pay the amount invoiced directly to that Architect Consultant from any amounts then due the Architect, provided that the District has accepted the Services to which the invoices refer. The District shall have no further liability to the Architect in connection therewith.

**6.4 TERMINATION BY ARCHITECT.** The Architect may terminate this Agreement only upon the occurrence of one of the following conditions:

**6.4.1 Failure to Pay Undisputed Amounts.** The Architect may terminate upon thirty (30) days written notice if the District fails to make any undisputed payment to the Architect when due and such failure remains uncured for forty-five (45) calendar days after written notice to the District.

**6.4.2 Long Term Suspension of Project.** If the Project on which the Architect is providing Services are suspended or abandoned by the District for more than one hundred twenty (120) consecutive calendar days, the Architect may terminate this Agreement upon ninety (90) calendar days' notice to the District, provided the District does not reactivate the Project within such ninety (90) calendar day period.

**6.5 SOLE REMEDY UPON TERMINATION BY ARCHITECT**

**6.5.1 Payment for Services.** In the event of a termination of this Agreement by the Architect in accordance with Section 6.4, the District shall pay the Architect an amount for its Services, Additional Services and Reimbursable Expenses calculated in accordance with Paragraph 6.1.2 of this Agreement. Such payment shall be the Architect's sole and exclusive compensation and the District shall have no further liability or obligation to the Architect for any other compensation or damages, including, without limitation, anticipated profit, prospective losses, business devastation, legal fees or costs associated with legal representation or consequential damages of any kind.

## **SECTION 7**

### **DUTIES AND LIABILITIES OF DISTRICT**

**7.1 DUTIES**

**7.1.1 Program Manager:** The Program Manager represents the District in all matters pertaining to the Services. The Program Manager shall cooperate with the Architect in all matters relative to this Agreement in order to permit the performance of the Services without undue delay.

**7.1.2 Statement of Building Program.** The District shall provide full information as to the requirements for and the education program to be conducted in the Project, including budget limitations and scheduling. The Architect shall have the right to rely upon such information unless the Architect knows or should know that the information is inaccurate or incomplete.

- 7.1.3 Surveys and Tests.** The following resources, surveys, and reports shall be made available to the Architect, as required, at the District's expense. The Architect shall be entitled to rely upon such resources, surveys and reports, unless the Architect knows or should know that the information contained therein is inaccurate or incomplete. The Architect must inform the District in writing if any information therein appears to be incorrect or incomplete based upon the Architect's experience, site visits, or knowledge of the Project and the sites.
- 7.1.3.1 Site Survey.** The District shall furnish a legal description and a land survey of the site, giving as known grades and lines of streets, alleys, pavements and adjoining property, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site.
- 7.1.3.2 Geologic Hazards Investigation Survey.** The District shall have caused to be performed any geological hazards or investigation survey required by State of California authorities having jurisdiction and make copies available to the Architect for distribution as necessary.
- 7.1.3.3 Special Testing and Inspection.** The District shall furnish special testing and inspection services as required by law.
- 7.1.3.4 Checking and Permit Fees.** The District shall pay or cause to be paid all fees required in connection with the Project to government agencies having jurisdiction.
- 7.1.3.5 Advertising.** The District shall pay the cost of any advertisements for bids that may be required.
- 7.1.3.6 District Inspector.** The District shall furnish and provide an Inspector of Record, or Inspectors of Record, as required during the entire course of construction of the Project. Each inspector shall be responsible to and under the direction of the Architect and shall also be responsible to and act in accordance with the policies of the District. The cost of employment of each such Inspector of Record will be borne by District and paid directly to the inspector.
- 7.1.3.7 Hazardous Material Consultant.** Unless the District and the Architect agree that a hazardous materials consultant shall be a consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants only when such services are requested in writing by the Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters which are to be incorporated into documents prepared by the Architect. If the hazardous materials consultant is furnished by the District and not a consultant of the Architect, the specifications shall include a note to the effect that they are included in the Architect's documents for the District's convenience and have not been prepared by the Architect. The note shall also direct questions about the specifications to its preparer.
- 7.1.4 District Site Visits.** At the discretion of the District, District staff may assist or accompany the Architect in making site visits and observing the work, including the visits described below. Requests for changes or substitutions shall be directed to the District Representative. Orders to the Contractor shall be issued through Architect after approval by the District Representative.

**7.1.4.1 Pre-Final Walk-Through.** District staff, or any person assigned by the District, may participate in the pre-final walk-through of the Project or any portion thereof and may assist in the preparation of the list of deficiencies required by the Construction Phase portion of the Services, as set forth on **Exhibit B** hereto.

**7.1.4.2 Final Site Visit.** At the discretion of the District, when notified by the Architect that the construction “punch list” items have been corrected, District staff may accompany the Architect and the Contractor on the final site visits.

**7.1.5 Notice of Defects.** If the District observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the Construction Documents, the District shall verbally or in writing advise the Architect. However, the District’s failure to give such notice shall not eliminate the obligations of the Architect regarding the administration of the construction of the Project or other obligations under the Construction Documents, nor require District to make site visits.

**7.1.6 Notice of Completion.** When all items are completed to the satisfaction of the District and the Architect, and upon written recommendation of the Architect, District staff shall recommend that the District’s Board of Trustees adopt a Notice of Completion.

## **7.2 LIMITATION ON LIABILITY OF DISTRICT**

**7.2.1** Other than as specifically provided elsewhere in this Agreement, the District’s financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall the District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

**7.2.2** The District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by the Architect, its employees, agents, consultants, invitees or guests even if such equipment has been furnished or loaned to the Architect by the District.

## **SECTION 8** **PROJECT CONSTRUCTION COST ESTIMATES**

**8.1 CONSTRUCTION BUDGET.** The Construction Budget may be revised at the conclusion of design or other earlier Phase of the Project at the discretion of the District based on input from the Architect.

**8.2 ESTIMATED PROJECT CONSTRUCTION COST.** The estimated Construction Cost shall be prepared and updated by the Architect as required in **Exhibit B** during each Phase of the Services and shall be subject to District approval. The estimated Construction Cost during each Phase shall under no circumstances exceed the Construction Budget, including a reasonable allowance built in for estimating design contingency. The Architect shall, at no additional cost to the District, incorporate any and all revisions needed to the preliminary studies, schematic drawings, site utilization plans and Construction Documents if at any time the Architect becomes



aware that the estimated Construction Cost, as recalculated, will exceed the Construction Budget; provided that this limitation shall not apply to unanticipated cost increases beyond the reasonable control of the Architect.

## **SECTION 9**

### **PROJECT SCHEDULE**

#### **9.1 SCHEDULE**

**9.1.1 Time for Completion.** Time is of the essence and failure of the Architect to perform the Services on time shall constitute a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's or Architect Consultant's control as set forth in Section 9.1.4 below. The milestones set forth on the Project Schedule are binding, unless extended in writing by the District Representative.

**9.1.2 Delays.** Except as otherwise provided in Section 5.2, the Architect shall not be entitled to any compensation additional to the Basic Fee, damages or any losses incurred in connection with delays due to errors, omissions, intentional or negligent acts of the Architect or the Architect Consultant(s) (including their respective employees or those in a direct contractual relationship with either).

**9.1.3 Notice of Delay.** The Architect shall immediately notify the District of any delay in: (i) the preparation and/or production of any of the Architect's documents hereunder; (ii) the performance of Services; or (iii) connection with any matter attended to by the Architect or with which the Architect is familiar (whether or not as the result of an act or omission of another).

The Architect shall consult and advise the District in connection with any such delay and its effect on the Project Schedule and shall take such action on the District's behalf as the District may request in accordance with the terms and conditions of this Agreement.

**9.1.4 Force Majeure.** Neither party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed party: (i) gives the other party prompt written notice of such cause; and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed party's time for performance or cure under this Section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.

## **SECTION 10**

### **DOCUMENTS OWNERSHIP, LICENSE, COPYRIGHT AND USE**

**10.1 OWNERSHIP.** Pursuant to California Education Code Section 17316 and the requirements of the District, all plans, specifications, original or reproducible transparencies of any drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded in electronic form

(hereinafter referred to as the "Project Documents") shall be and remain the property of the District. Although the official copyright in all Project Documents shall remain with the Architect or Architect Consultant(s), as applicable, the Project Documents shall be the property of the District whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, or the earlier termination of this Agreement for any reason, the Architect shall provide to the District copies of all Project Documents then existing. In addition, the Architect shall retain copies of all Project Documents on file for a minimum of ten (10) years following completion of the Project, or the early termination of this Agreement for any reason, and shall make copies available to the District upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, the Architect shall make a reasonable effort to notify the District and provide the District with the opportunity to obtain the documents slotted for destruction.

**10.2 REUSE BY DISTRICT.** All plans for the Project, including, but not limited to, record drawings, specifications, and estimates prepared pursuant thereto, shall be and remain the property of the District for the purposes of repairs, maintenance, renovations, modernization, or other purposes, only as they relate to the Project. Notwithstanding the foregoing, the District may use the plans, record drawings, specifications, or estimates related to the Project for the purposes of additions, alignments, or other development on the site. The District reserves the right to reuse certain elements, features, details or other project standards in order to incorporate them into other projects within the District.

**10.2.1** The plans, designs, copyrights, drawings, studies, specifications, and estimates prepared by the Architect or its Consultants are instruments of service of the Architect. The Architect shall be deemed to be the author of these documents and the Architect shall retain all common law, statutory and other reserved rights, including the copyright thereto. Notwithstanding the foregoing, the documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer file and/or AutoCAD files) prepared by the Architect or the Architect's Consultant(s) for this Project, shall be and remain the property of the District pursuant to Education Code Section 17316 for the purposes of repair, maintenance, renovation, modernization or other purposes as they related to the Project. The District, however, shall not be precluded from using the Architect's or Architect Consultant's documents enumerated above for the purposes of additions, alignments or other development on the Project site.

**10.2.2** Notwithstanding Section 10.2.1 above, if the District proposes to reuse the plans prepared by Architect within the District but other than on the Project site, the terms and conditions for the reuse shall be set forth in an Amendment to this Agreement, or other subsequent writing executed by the District and the Architect. However, under any circumstances, in the event of any reuse or modification of the Architect's drawings, specifications or other documents by any other person, firm or legal entity, the Architect shall be given design credit and the names and seals of the Architect and the Architect's Consultant(s), if any, shall first be removed from the Architect's drawings, specifications or other documents.

If the District reuses the plans prepared by the Architect or Architect Consultant(s) and retains another certified architect or structural engineer for the preparation of those plans for the reuse, the District shall indemnify and hold harmless the Architect and Architect Consultant(s), and their respective agents, and employees, from and against any claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from, in whole or in part, the reuse.

- 10.2.3** This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents, or any other works of authorship fixed in any tangible medium of expression, including, but not limited to, physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Agreement. The Architect shall require any and all subcontractors and consultants to agree in writing that the District is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.
- 10.3 COPYRIGHT.** The Architect represents and warrants that the Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Construction Documents that Architect prepares or causes to be prepared pursuant to this Agreement. The Architect shall indemnify and hold the District harmless pursuant to the indemnification provisions of this Agreement for any breach of this representation and warranty.
- 10.4 TECHNOLOGY USED.** The Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Building Information Modeling (BIM) and Computer Aided Design (CAD) (e.g., AutoCAD) or other technology acceptable to the Architect and the District. As to any drawings that the Architect provides in a CAD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on the hard or PDF, unalterable, copies of all documents.
- 10.5 DELIVERABLES UPON TERMINATION.** Following the termination of any Services, for any reason, or abandonment of all or a portion of the Project, the District may utilize the Construction Documents as it sees fit, subject to the provisions of Section 10.2 above. The Architect shall deliver to the District, in a form acceptable to the District, one hard-copy and two (2) electronic copies of each set of Construction Documents, complete or incomplete, prepared in connection with the Project by the Architect and the Architect Consultant(s), if any.
- 10.6 NO REPRODUCTION OR USE BY ARCHITECT OR THIRD PARTIES.** After completion of the Project, or earlier termination of the Services, the Architect shall not use the Construction Documents for any purpose without District's prior written consent. In addition, the Architect shall not permit reproductions to be made of any Construction Documents without the approval of the District and shall refer all requests by other persons to the District.

## **SECTION 11**

### **INDEMNIFICATION AND INSURANCE**

#### **11.1 INDEMNIFICATION.**

- 11.1.1 INDEMNITY AND LITIGATION COSTS.** To the fullest extent permitted by law and in conformity with California Civil Code Section 2782.8, the Architect agrees that it will indemnify, defend and hold the District, the District's Representative, members of the District's Board of Trustees, directors, officers, employees, agents and authorized volunteers (the "Indemnitees") entirely harmless from all liability arising out of:

- 11.1.1.1 any and all claims under worker's compensation acts and other employee benefit acts with respect to the Architect's employees or Architect Consultant's employees arising out of Architect's work under this Agreement; and
- 11.1.1.2 any claim, loss, injury to or death of persons or damage to property to the extent that it is caused by any negligent or reckless act, error or omission or willful misconduct (other than a professional act or omission) of the Architect, its officers, employees, consultants, subconsultants or agents, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, arising out of, or in any way connected with the Project, including injury or damage either on or off District property, but not for any loss, injury, death or damage caused by the negligence or willful misconduct of the Indemnitees or of other third parties for which the Architect is not legally liable.
- 11.1.2 To the fullest extent permitted by law, the Architect agrees to indemnify and hold the Indemnitees entirely harmless from all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, its officers, employees, consultants, subconsultants or agents, pursuant to this Agreement.
- 11.1.3 The Architect's obligation to indemnify does not include the obligation to defend actions or proceedings brought against the Indemnitees but rather to reimburse the Indemnitees for attorney's fees and costs incurred by the Indemnitees in defending such actions or proceedings brought against the Indemnitees to the extent such actions or proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, but not to the extent of loss, injury, death or damage caused by the negligence or willful misconduct of District or of other third parties for which the Architect is not legally liable.
- 11.1.4 Survival of Indemnities. The provisions of this Section shall survive the termination of this Agreement.
- 11.2 **INSURANCE.** Without in any way affecting the indemnity provided in or by Section 11.1, before commencement of any Services, the Architect and each Architect Consultant shall procure and maintain at its own cost and expense for the duration of the Services, and longer as required by the District against claims for injuries to persons or damages to property which may arise from or in connection with the Services, the types and amounts of insurance set forth herein.
  - 11.2.1 **Minimum Limits of Insurance.** The Architect and each Architect Consultant shall procure and maintain the types and amounts of coverage as follows:
    - 11.2.1.1 Commercial General Liability Insurance with a limit of not less than \$2,000,000 each occurrence for bodily injury, personal injury and property damage/\$4,000,000 annual aggregate.
    - 11.2.1.2 Automobile Liability Insurance (Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto)). Minimum of \$1,000,000 limit each accident.
    - 11.2.1.3 Professional Liability (Errors and Omissions) Insurance with a limit not less than \$2,000,000 per claim and \$2,000,000.00 in the annual aggregate.

**11.2.1.4** Workers' Compensation Insurance as required by the State of California (Division IV of the California Labor Code, and any amendatory acts or provisions thereto).

**11.2.1.5** Employer's Liability Insurance in an amount not less than \$1,000,000 per accident for bodily injury or disease.

**11.2.2 Minimum Scope of Insurance.**

**11.2.2.1** Commercial General Liability insurance shall be written on Insurance Services Office form CG 0001 (or a substitute form providing coverage at least as broad) and shall cover liability arising from bodily injury and property damage (broad form property damage), premises, operations, independent contractors, products-completed operations, personal injury and advertising injury liability (including the tort liability of another assumed in a business contract), contractual liability with respect to this Agreement, explosion, collapse and underground hazards.

**11.2.2.2** Automobile Insurance shall cover liability arising out of any automobiles (including owned, hired and non-owned automobiles). Coverage shall be written on Insurance Services Office form CA 0001, or a substitute form providing liability coverage at least as broad. The policy may require deductibles acceptable to the Director of Risk Management of the District, but not self-insured retention without written approval from District.

**11.2.2.3** If the Professional Liability Insurance policy is written on a claims made basis, it shall be maintained continuously for a period of no less than four (4) years after Final Completion of the Project to which it applies. The "retro date" must be shown and must be before the date of this Agreement.

**11.2.3 Valuable Document Insurance:** The Architect shall carry adequate insurance on all drawings and specifications as may be required to protect District in the amount of its full equity in those drawings and specifications, and shall file with District a certificate of that insurance. The cost of that insurance shall be paid by the Architect.

**11.2.4 Content and Endorsements:** Each policy must contain, or be endorsed to contain, the following provisions:

**11.2.4.1** The Commercial General Liability policy shall name District, its Board of Trustees and each member thereof, its officers, employees, agents, and designated volunteers as named additional insureds ("Additional Insureds"). The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. Coverage shall be primary and not contributory with respect to the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Architect's insurance and shall not contribute with it.

**11.2.4.2** On each policy of insurance, the insurer shall agree to waive all rights of subrogation against District, its Board of Trustees and each member thereof, its officers, employees, agents, and volunteers.

**11.2.4.3** Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior

written notice has been given to the District by the carrier. In the case of cancellation for non-payment, ten (10) days notice is acceptable. Qualified statements such as carrier "will endeavor" or that "failure to mail such notice shall impose no obligation and liability upon the company" shall not be acceptable.

**11.2.4.4** The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**11.2.5 General Insurance Matters:** All insurance coverage required under this Agreement shall:

**11.2.5.1** Be issued by insurance companies admitted to do business in the State of California, with a financial rating of at least an A:VII as rated in the most recent edition of Best's Insurance Reports. Architect shall notify District in writing if any of its insurer(s) have an A.M. Best rating of less than A:VII. At the option of District, either 1) District can accept the lower rating; or 2) the Architect or Architect Consultant shall be required to procure insurance from another insurer.

**11.2.5.2** Except for professional liability policies, all insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees and agents.

**11.2.5.3** The Architect or Architect Consultant(s), as applicable, shall promptly notify the District of any materials change in the coverage, scope, or amount of any policy.

**11.2.5.4** Except for professional liability policies for which primary coverage is not available, all such insurance shall be primary insurance. Any insurance of the District shall be excess coverage for benefit of the District only and non-contributory.

**11.2.5.5** At all times while this Agreement remains in effect, the Architect and the Architect Consultant(s) shall maintain on file with the District valid and up to date certificates of insurance showing that the required insurance coverage is in effect in not less than the required amounts. If not contained on the face of the policy, endorsements signed by a person authorized by the insurer to bind coverage on its behalf, shall be separately provided. Each policy endorsement, copy, or a certificate of the policy executed by the insurance company, and evidence of payment of premiums for each policy shall be deposited with the District within twenty-one (21) days of execution of this Agreement and prior to the commencement of services, and on renewal of the policy, not less than twenty (20) days before the expiration of the term of the policy.

**11.2.5.6** If the Architect fails to provide or maintain the required insurance, the District may, at its sole and absolute discretion, obtain such insurance at the Architect's expense and deduct the premium from any fees or reimbursable expenses subsequently invoiced by the Architect.

**11.2.5.7** Any deductibles or self-insured retentions in excess of \$100,000 must be declared to the District and must be reduced to a level deemed acceptable by the District in writing. The Architect agrees that, at the option of the District, it will either: (A) arrange for the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the District, its directors, officials, officers, employees and agents; or (B) procure a

bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

## **SECTION 12**

### **DISPUTE RESOLUTION**

**12.1 RESOLUTION OF CLAIMS.** Claims shall be resolved by the Parties in accordance with the provisions of this Section 12. All Claims shall be subject to the “**Claims Resolution Process**” set forth in this Section 12, which shall be the exclusive recourse of the Architect and the District for determination and resolution of Claims.

For purpose of this Section 12, a “**Claim**” shall mean, a written demand or assertion by the District or the Architect seeking, as a matter of right, an interpretation of contract, disputed payment of money, recovery of damages or other relief. A Claim does not include the following: (i) penalties or forfeitures prescribed by statute or regulation imposed by a governmental agency; (ii) tort claims for personal injury or death; (iii) false claims liability under California Government Code Section 12650, et seq.; (iv) physical defects in the construction first discovered by the District after final payment by the District to a Contractor; (v) stop notices; or (vi) the right of the District to specific performance or injunctive relief to compel performance.

**12.2 RESOLUTION OF OTHER DISPUTES.** Disputes between the District and the Architect that do not constitute Claims shall be resolved by way of an action filed in the Superior Court of the State of California, County of Ventura, and shall not be subject to the Claims Resolution Process.

#### **12.3 SUBMISSION OF A CLAIM**

**12.3.1 By the Architect.** The Architect’s right to commence the Claims Resolution Process shall arise upon the District’s written response denying all or part of a Claim or the passage of thirty (30) calendar days after submission of the claim should no denial be issued by the District. The Architect shall submit a written statement of dispute to the District within fourteen (14) calendar days after the District rejects all or a portion of the Architect’s Claim. Failure by the Architect to timely submit its statement of dispute shall result in the decision by the District on the Claim becoming final and binding. The Architect’s statement of dispute shall be signed by a principal of the Architect and shall state with specificity the events or circumstances giving rise to the Claim, the dates of their occurrence and the asserted effect, if any, on the compensation due or time of performance obligations of the Architect under this Agreement (the “**Statement of Dispute**”). Such Statement of Dispute shall include adequate supporting data to substantiate the disputed Claim. Adequate supporting data for a Claim relating to an adjustment of the Architect’s obligations relative to time of performance shall include a detailed, event-by-event description of the impact of each delay on the Architect’s time for performance. Adequate supporting data for a Statement of Dispute involving the Architect’s compensation shall include a detailed cost breakdown and supporting cost data in such form and including such detailed information and other supporting data as required to demonstrate the grounds for, and precise amount of, the Claim.

**12.3.2 By the District.** The District’s right to commence the Claims Resolution Process shall arise at any time following the District’s actual discovery of the circumstances giving rise to the Claim. Nothing contained herein shall preclude the District from asserting Claims in response to a Claim asserted by the Architect. A Statement of Claim submitted by the District shall state the events or



circumstances giving rise to the Claim, the dates of their occurrence and the damages or other relief claimed by the District as a result of such events.

**12.4 CLAIMS RESOLUTION PROCESS.** The Parties shall utilize each of the following steps in the Claims Resolution Process in the sequence they appear below. Each Party shall participate fully and in good faith in each step in the Claims Resolution Process, which good faith effort shall be a condition precedent to the right of each Party to proceed to the next step in the Claims Resolution Process.

**12.4.1 Direct Negotiations.** Designated representatives of the District and the Architect shall meet as soon as possible (but not later than forty-five (45) calendar days after the Statement of Dispute is given) in a good faith effort to negotiate a resolution to the Claim. Each Party shall be represented in such negotiations by an authorized representative with full knowledge of the details of the Claim or defenses being asserted by such Party, and with full authority to resolve such Claim then and there, subject only to the District's right and obligation to obtain Board of Trustees' approval of any agreed settlement or resolution. If the Claim involves the assertion of a right or claim by a Contractor or Architect Consultant against the Architect that is in turn being asserted by the Architect against the District, then such Contractor or Architect Consultant shall also have a representative attend such negotiations, with the same authority and knowledge as just described. Upon completion of the meeting, if the Claim is not resolved, the Parties may either continue the negotiations or either Party may declare negotiations ended. All discussions that occur during such negotiations and all documents prepared solely for the purpose of such negotiations shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

**12.4.2 Deferral of Agreement Disputes.** Following the completion of the negotiations required by the preceding paragraph, all unresolved Claims shall proceed to Mediation as set forth in the succeeding paragraph entitled "Mediation." The Parties hereto may mutually agree to postpone continuing the Claims Dispute Resolution until the earlier of: (i) the completion of the Services hereunder or; (ii) the termination of the Services. In the event Claims are deferred, the Claims shall be consolidated within a reasonable period of time after completion of the Services herein and pursued to resolution through the Claims Dispute Resolution Process. Pending final resolution of any Claim, the Architect shall proceed diligently with the performance of its Services and the District shall continue to make payments for those Services that are not part of the Claim set forth herein in accordance with the terms of this Agreement.

**12.4.3 Mediation.** If the Claim remains unresolved after direct negotiations pursuant to Paragraph 12.4.1, the Parties agree to submit the Claim to non-binding mediation before a mutually acceptable third party mediator prior to commencement of any lawsuit or court action.

**12.4.3.1 Qualifications of Mediator.** The Parties shall endeavor to select a mediator who is a retired judge or an attorney with at least five (5) years of experience in public works construction contract law and in mediating public works construction disputes.

**12.4.3.2 Submission to Mediation and Selection of Mediator.** The Party initiating mediation of a Claim shall provide written notice to the other Party of its decision to mediate. In the event the Parties are unable to agree upon a mediator within ninety (90) calendar days after such written notice is given, then the parties shall submit the matter to the Superior Court of the County of Ventura to select a mediator in accordance with the qualifications herein and the applicable law.



**12.4.3.3 Mediation Process.** The location of the mediation shall be at the offices of the District, or otherwise mutually agreed. The costs of mediation shall be shared equally among all parties participating. All discussions that occur during the mediation and all document presentations prepared solely for the purpose of the mediation shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

**12.4.4 Litigation.** If the Claim remains unresolved after direct negotiations and mediation, either party may commence an action in the Superior Court of the County of Ventura. The Architect hereby submits to the jurisdiction of said court.

**12.5 NON-WAIVER OR RELEASE.** Participation in the Claims Resolution Process shall not constitute a waiver, release or compromise of any defense of either party.

**SECTION 13**  
**NOTICES**

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

**TO DISTRICT:**

**Caldwell Flores Winters, Inc.,**  
*Program Manager*  
ATTN: Yuri Calderon, Chief Operating Officer  
6425 Christie Ave., Suite 270  
Emeryville, CA 94608

With original copy to:

**Oxnard School District**  
ATTN: Jeff Chancer, Superintendent  
1051 South A St.  
Oxnard, CA 93030

**TO ARCHITECT:**

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**SECTION 14**  
**REPRESENTATIONS OF THE ARCHITECT**

**14.1 REPRESENTATIONS OF THE ARCHITECT.** By executing this Agreement, and hereafter each and every time this Agreement is amended, the Architect makes each of the following covenants and representations.

**14.1.1** The Architect represents that it is professionally qualified to act as the Architect for the Project, is licensed to practice architecture in the State of California by all public entities having jurisdiction over the Architect and the Project.

**14.1.2** The Architect covenants to maintain, at all times Services are performed hereunder, all necessary licenses, permits or other authorizations necessary to act as architect for the Project until the Architect's duties in connection therewith have been fully satisfied.

**14.1.3** The Architect represents that it has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated.

**14.1.4** The Architect represents and covenants that it shall prepare, or cause to be prepared, all documents and things required by this Agreement including, but not limited to, all Project plans and specifications in such a manner that they shall be constructable in accordance with the standards of the profession.

**14.1.5** The Architect assumes full responsibility to the District for the improper acts and omissions of its employees and any Architect Consultant(s) retained by the Architect in connection with the Project. The Architect covenants that each Project Director and all other Architect employees or Architect Consultant(s) now or in future assigned by the Architect to work on a Project shall have the level of skill, experience and qualifications required to perform the Services assigned to them, and shall also have all licenses, permits or approvals legally required to perform such Services.

**14.1.6** The Architect covenants that it shall be responsible for all costs and damages, including those due to any delays, resulting from its failure to prepare adequate documentation or to implement any changes identified as necessary either in connection with the Constructability Review or other review.

**14.2 COMPLIANCE WITH LAWS.** The Architect covenants that it shall, at all times while providing Services, remain in full compliance with the provisions of all applicable laws, rules and regulations, including without limitation, the provisions of the Education Code regarding design and construction of school facilities, the provisions of the California Labor Code regarding employer's insurance, the provisions of the California Labor Code regarding payment prevailing wages, all non-discriminations laws (including federal and state laws), and any and all other laws rules and regulations applicable to this Agreement, the Architect, the District, the Project or the Services. The Architect shall at all times require the Architect Consultant(s) to fully comply with all such applicable laws, rules and regulations. Without in any way limiting the generality of the foregoing the Architect shall ensure that it and each Architect Consultant comply with the following:

**14.2.1 Cost Disclosure - Documents and Written Reports.** The Architect shall be responsible for compliance with California Government Code section 7550 if the total cost of the contract is over five thousand dollars (\$5,000).

**14.2.2 Disabled Veteran Business Enterprise Participation.** Pursuant to Education Code section 17076.11, the District has a participation goal for disabled veteran business enterprises (DVBES)

of at least three (3) percent, per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by the District, the Architect shall provide proof of DVBE compliance, in accordance with any applicable policies of the District or the State Allocation Board, within thirty (30) days of its execution of this Agreement.

**14.2.3 Fingerprinting & Other Operational Requirements of the District.** Unless exempted, the Architect shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Architect shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. The Architect and each Architect Consultant must complete the District's certification form attached hereto as **Exhibit E** and incorporated herein by reference prior to any of the Architect's or Architect Consultant's employees coming into contact with any of the District's pupils. The Architect also agrees to comply, and ensure that all its employees and Architect Consultant(s) comply with all other operational requirements of the District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

**14.2.4 Name and Trademarks.** The Architect shall not use any name, trademark or service mark of the District without first having received the District's written consent to such use.

**14.2.5 Conflict of Interest.** No member, official or employee of the District shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

**14.2.6 Safety.** The Architect shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Architect shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, Architect Consultant(s) and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.

**14.2.7 Labor Certification.** By its signature hereunder, the Architect certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

**14.3 SUPPLEMENTAL CONDITIONS.** Any supplemental conditions agreed to by the Parties shall be attached as an exhibit to this Agreement and incorporated herein by reference.

## **SECTION 15**

### **MISCELLANEOUS PROVISIONS**

**15.1 SUCCESSORS AND ASSIGNS.** Inasmuch as this Agreement is intended to secure the specialized Services of the Architect, the Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of the District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, the District may not assign, transfer, delegate or sublet any interest

therein without the prior written consent of the Architect and any such assignment, transfer, delegation or sublease without the Architect's prior written consent shall be considered null and void.

- 15.2 SEVERABILITY.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- 15.3 ENTIRE AGREEMENT.** This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. The Architect shall be entitled to no other benefits other than those specified herein. No changes, amendments or alternations shall be effective unless in writing and signed by both Parties and approved by the District's Board of Trustees. The Architect specifically acknowledges that in entering into this Agreement, the Architect relied solely upon the provisions contained in this Agreement and no others.
- 15.4 GOVERNING LAW AND VENUE.** This Agreement shall be construed in accordance with, and governed by the laws of the State of California, excluding its choice of law rules. Venue shall be exclusively in Ventura County.
- 15.5 NON-WAIVER.** None of the provisions of this Agreement shall be considered waived by either party unless such waiver is specifically specified in writing. Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and the Architect shall remain liable to the District in accordance with this Agreement for all damages to the District caused by the Architect's failure to perform any of the Services to the applicable standard of care which shall be, at a minimum, the standard of care of architects performing similar work for California school districts in or around the same geographic area of the District. This provision shall survive the termination of this Agreement.
- 15.6 INDEPENDENT CONTRACTOR.** The Architect is, for all purposes arising out of this Agreement, an independent contractor, and neither the Architect nor its employees shall be deemed an employee of the District for any purpose. It is expressly understood and agreed that the Architect shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, workers' compensation benefits, sick or injury leave or other benefits.
- 15.7 NO ASBESTOS CERTIFICATION.** No asbestos or asbestos-containing materials will be used or substituted in conjunction with the Project. Upon completion of all work under the Project, the Architect will certify to the District that to the best of the Architect's knowledge, no asbestos or asbestos-containing materials were used in the Project.
- 15.8 NON-DISCRIMINATION.** No discrimination shall be made by the Architect in the employment of persons to work under this Agreement because of race, national origin, sex, age, ancestry, religion, physical disability, marital status, sexual orientation, or political affiliation of such person. The Architect shall comply with all applicable regulations and laws governing nondiscrimination in employment, including without limitation the following laws:

(a) California Fair Employment and Housing Act (California Government Code Section 12900 et seq.) which prohibits discrimination in employment on account of race, religious creed, color, national

origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex and prohibits harassment of an employee or applicant because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or age;

(b) Federal Civil Right Act of 1964 (42 U.S. Code Section 2000e, et seq.) which prohibits discrimination in employment on the basis of race, religious creed, color, national origin, or sex;

(c) Title I of the Americans With Disabilities Act of 1990 (42 U.S. Code Section 12101 et seq.) which prohibits discrimination against qualified individuals with a disability in hiring and employment practices;

(d) The Age Discrimination in Employment Act (29 U.S. Code Section 621, et seq., prohibiting age discrimination in employment against individuals who are least forty years of age;

(e) California Labor Code Section 1102.1 which prohibits discrimination in any aspect of employment or opportunity for employment based on actual or perceived sexual orientation.

**15.9 NO THIRD PARTY BENEFICIARY.** There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

**15.10 ASSISTANCE OF COUNSEL.** Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation and that this Agreement shall not be construed against any party as the drafter of the Agreement.

**15.11 AUTHORITY TO EXECUTE.** The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

**15.12 HEADINGS.** The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Agreement or in any way to affect the terms and provisions set forth herein.

**15.13 EXECUTION IN COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

NOW, THEREFORE, the parties, through their authorized representatives, have executed this Agreement on the dates indicated under their respective signatures.

Architect

By: 

Title: PM/7NM

Date: 7.1.13

District

By: 

Title: Superintendent

Date: 7-23-13

## EXHIBIT "A"

### PROJECT

May 24, 2013  
Brian Dougherty, Principal  
Dougherty & Dougherty  
3194D Airport Loop  
Costa Mesa, CA 92626-3405

#### **Architect Selection Package for Project 4 – Harrington Elementary School (K-5)**

Dear Mr. Dougherty,

As the District's Program Manager for Measure "R" and related capital facilities projects, Caldwell Flores Winters, Inc. ("CFW") has been directed by the Oxnard School District Board of Trustees to proceed with the Facilities Implementation Program. We are pleased to introduce at this time, **Project #4: Harrington Campus Replacement**. This project is herein referred to as "Project 4". All design work on this project will be assigned to a single architectural firm according to the method of selection outlined within this package.

#### **Project 4 Summary**

Project 4 includes a new elementary school campus to be designed and constructed on the same site where the existing Harrington Elementary School is currently located. The existing school will remain in operation throughout construction of the new facilities. Once the new school is ready for occupancy and the District confirms that all relocation efforts are complete, the existing structures will be demolished.

A lease-leaseback (LLB) method of delivery may be utilized for the project as determined by the Board. Work will be funded by proceeds from Measure "R" and anticipated reimbursements from State New Construction and Modernization grants. Accordingly, the team selected to work on this project will be required to coordinate activities with the District's State Aid consultant.

The District has already completed an extensive community process, including development of a Facilities Master Plan ("FMP"), community input, and survey research. The community effectively endorsed this process with passage of Measure "R" on November 6<sup>th</sup>, 2012, and the Board has since completed a series of workshops to establish the specifications and implementation parameters for Project 4.

#### **Detailed Description**

Enclosed in this package is a detailed description of Project 4, including components per approved District Educational Specifications required to establish a K-5 grade configuration. The project has been carefully assembled to embrace the Facilities Master Plan ("FMP") commissioned by the Board and the Measure "R" project list approved by voters. Project components reflect required specifications established by the FMP, revised to be comparable to State guidelines, and subsequently approved by

the Board in order to meet capacity goals and program requirements. A site map has been provided to conceptually indicate project parameters.

#### **Master Budget, Timeline, and Schedule**

Summaries of the Master Budget, Timeline, and Project Schedule for the Harrington campus are enclosed for reference. The Master Budget has been approved by the Board, and is based on cost estimates performed by professional cost estimators in the FMP process and further verified and revised in the Implementation Program. A Master Timeline for phasing of improvements has been established as has a Master Schedule for the project. These approved documents are subject to review by the Board of Trustees not less than every six months and may be amended.

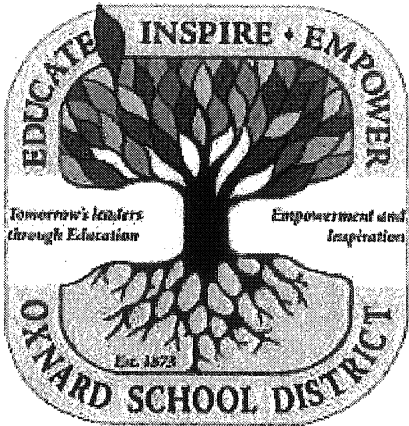
#### **Method of Selection**

A process for assigning an architectural firm to a specific project has been created to ensure the best use of design team talent, and is described herein. Specific proposal parameters, requirements, and submittal guidelines are included. The detailed Architect Selection Package should be reviewed and, if interested, responses need to be submitted by Monday, June 10, 2013 @ 4:00pm in .pdf format via email to: Yuri Calderon, Chief Operating Officer, Caldwell Flores Winters, Inc., ycalderon@cfwinc.com

If you have any questions, please direct them to Yuri Calderon, CFW at (510) 596-8170.

Sincerely,

**Caldwell Flores Winters, Inc.**



**Oxnard School District**  
**Architect Selection Package for Project 4**  
**Reconstruction of Harrington School**

Prepared by:  
Caldwell Flores Winters  
6425 Christie Avenue, Suite 270  
Emeryville, CA 94608

1901 Victoria Avenue, Suite 106  
Oxnard, CA 93035



# ARCHITECT SELECTION PACKAGE

## I. DETAILED DESCRIPTION: PROJECT 4 - DESIGN & RECONSTRUCT HARRINGTON K-5 SCHOOL

### PROJECT REQUIREMENTS

The Harrington school site currently exists on an 8.3 acre site. Project 4 includes the construction of a new school on the existing play fields and the demolition of the existing school. Harrington Elementary School currently serves approximately 558 students in grades K-6. Harrington is planned to be reconfigured to serve up to 700 students in grades K-5, pursuant to State loading standards for new construction. The school was constructed in 1955 and last modernized in 2004. The new Harrington campus will be built on the same campus while the existing campus is occupied.

The new campus will need to house 700 students per State standards in grades K-5 including 23 general purpose classrooms (960 square feet each), 4 kindergarten classrooms (1,120 square feet each), and 1 RSP room (480 square feet). Additionally, the new campus will contain specified support facilities, administration areas, media center, food service, multipurpose room, physical education spaces, and restrooms. Refer to the enclosed Approved Educational Specifications for space requirements. The project scope includes associated demolition and site work.

The total "all in" budget for the site is \$22,822,171 in current dollars, including demolition and site work (soft and construction costs combined, including contingencies). The District is currently engaged in the development and execution of various construction activities which is expected to continue for the next five years. In order to maximize cost efficiency, and minimize required duration for both design and construction phases, the District is requesting a 'Re-Use of Plans' effort for this project which is further described in a later section. Design activities must be completed and the plans submitted to the Division of State Architect (DSA) at the earliest date possible and by no later than December 27, 2013. Funding for construction will utilize a mix of sources that include the State School Facilities Program (SFP). Construction is scheduled to commence on November 2014 and be substantially complete by January, 2016.

### METHOD OF DELIVERY

A lease-leaseback (LLB) method of delivery may be utilized for the project as determined by the Board. The contractor will participate in the project early on to provide constructability reviews of proposed designs, cost estimates, preliminary construction schedules, and a site logistics strategy to help create a design that is both inspiring, functional and meets the District's budget and timeline. Design teams should be prepared to describe past experience with the LLB project delivery method, and suggestions for improving the process.

### SITE BACKGROUND & COMMUNITY

Established in 1955, Harrington Elementary School is an integral part of the Oxnard community. In addition to educating children, the school has provided family support services, access to community information, early education and after-school mentorship programs, and a variety of other programs for students and the community.

The design team should be thoroughly familiar with the revised K-5 education program, learning objectives, and other qualitative functions and features intended for the future use of the site. Proposed designs should draw attention to the unique qualities and opportunities available to future parents and their children, should they choose the Harrington K-5 education program as their school of choice. Successful designs will clearly demonstrate how 'form follows function' in such a way as to promote effective 21<sup>st</sup> century learning environments for students.

Furthermore, proposals should integrate design elements, including themes, color schemes, and functions that meaningfully reflect the 'look and feel' of the surrounding neighborhood and overall community within the limitations of the project budget and schedule. Proposals should include the following:

- Description of community-oriented design approaches
- Design features to be accentuated reflective of the neighborhood and the community of Oxnard
- Specific elements/themes/functions that reflect the existing character of the surrounding neighborhood
- Supporting information as to why particular design approaches/elements were selected, and the prospective impact on the community and the student learning experience

It is important for the design team to be mindful of the culture and character of the Harrington community, and awareness of this historical and multi-faceted community impact should be thoughtfully included in the proposed design.

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#### EDUCATIONAL PROGRAM VISION

The K-5 Harrington education strand program will provide students with hands-on application of subject matter based on core curriculum requirements. Students will learn from experts and experience authentic content that will strengthen the foundation for their participation in academy programs at the middle school level and beyond. The program will regularly engage students and experts in on-going conversations through various electronic media sources. The District has formed a vision for the form and function of facilities that is intended to guide schematic design. The design team should be mindful of the vision for the form and function of school facilities.

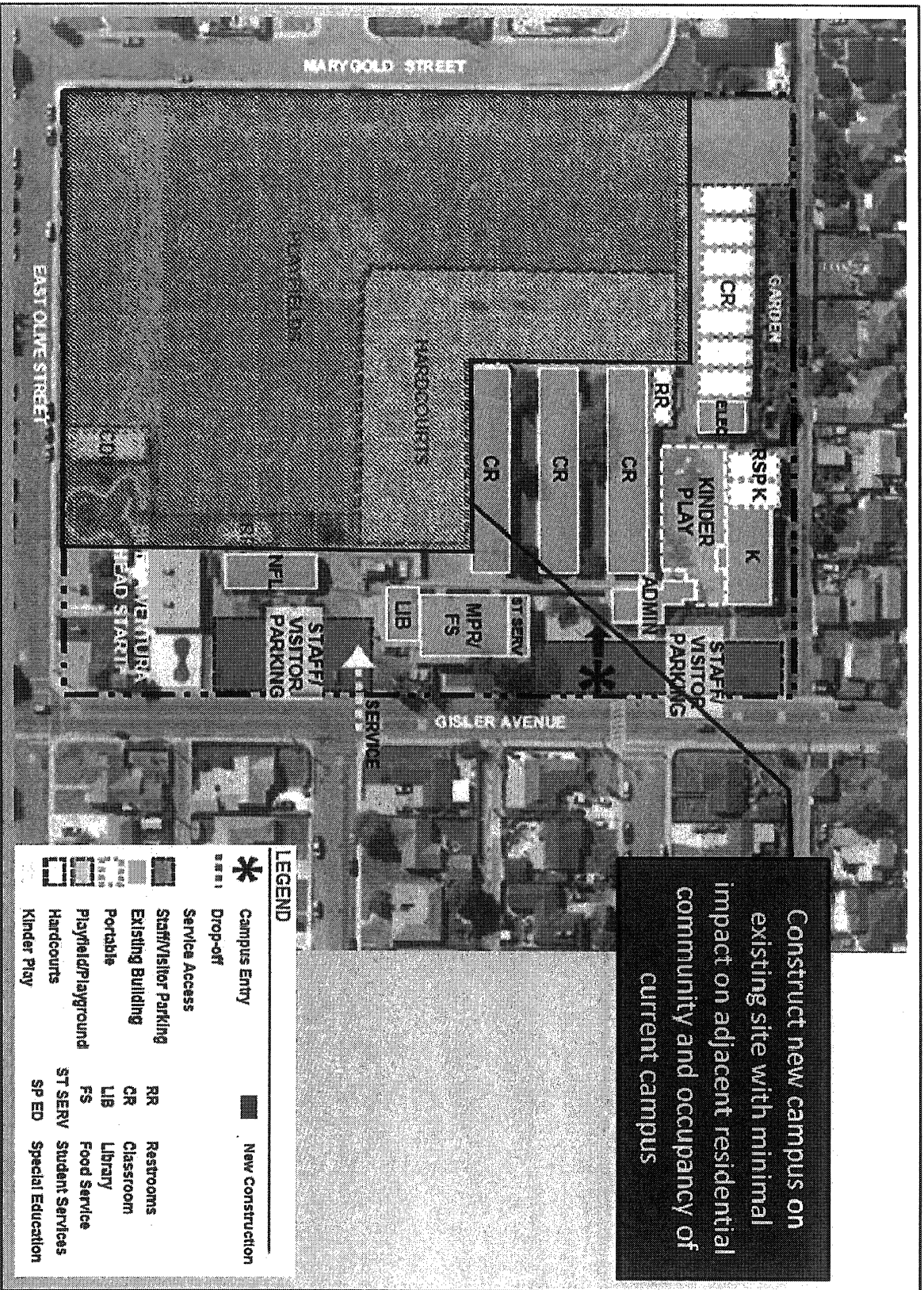
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#### SITE MAP

The diagram that follows is for conceptual purposes only and does not indicate the actual placement of new school facilities. Design teams should work closely with CFW and the District, to identify the best "re-use" of previously approved designs, as well as currently existing facilities, as appropriate, to maximize the value and cost-efficiency of the new campus. Final placement of the proposed site has not yet been determined, so proposals should thoughtfully consider site configurations that are mindful of access requirements, proximity to existing uses and facilities, and promoting the most efficient use and integration of space.

No interim housing beyond existing buildings will be required as the site will continue to operate within existing facilities that will be demolished once facilities are completed as determined by the Board. The existing student population will be relocated to the new K-5 facility upon its completion. The reuse of the existing facilities is being undertaken with District forces, but will be closely coordinated with input from the selected design team by CFW. There is a goal to minimize the cost of additional interim facilities to accommodate the new construction of facilities. The existing site may also be used as interim housing for additional school replacement projects for nearby schools as may be determined by the Board.

# Harrington Site Map



Construct new campus on existing site with minimal impact on adjacent residential community and occupancy of current campus

APPROVED EDUCATIONAL SPECIFICATIONS & BUDGET

The specifications below reflect the Board approved Educational Specifications within the Facilities Implementation Plan and should be addressed in the proposed design.

<b>Harrington Elementary Specifications (K-5 Schools)</b>			
<i>Design &amp; Reconstruct School to K-5 Specifications for 700 students</i>			
<i>Description</i>	<i>Quantity</i>	<i>Units</i>	<i>Total</i>
<b>Classrooms</b>			<b>22,560</b>
Classrooms - Estimate 23 rms @ 960 sf ea.	22,080	sf	
RSP	480	sf	
<b>Kindergarten</b>			<b>6,440</b>
Kinder Classroom 4 @ 1,120sf	4,480	sf	
Workroom/Storage	400	sf	
Toilets 4 @ 65 sq. ft.	260	sf	
Equipment Storage	100	sf	
Kinder Shade Structure	1,200	sf	
<b>Administration</b>			<b>4,515</b>
Lobby/Public Waiting	300	sf	
Reception/Clerical	150	sf	
Principal's Office	200	sf	
Administrative Assistant	75	sf	
Conference Room	250	sf	
Work/Main Copy Room	250	sf	
Health Office	100	sf	
Nurse/Health Clerk	75	sf	
Toilet	65	sf	
Staff Workroom/Lounge	600	sf	
Kitchenette/Vending	150	sf	
Staff Toilets	390	sf	
Parent/Conf. - Multi Purpose/Workroom	300	sf	
Parent/Conf. - Storage Room	100	sf	
Flex Office	150	sf	
Speech Office	250	sf	
Psychologist Office	150	sf	
SDC	960	sf	

<i>Description</i>	<i>Quantity</i>	<i>Units</i>	<i>Total</i>
<b>Media Center</b>			<b>2,700</b>
Control Desk	100	sf	
Work/Processing Room	200	sf	
Storage Room	100	sf	
Reading Room	900	sf	
Story Telling	400	sf	
Stacks	400	sf	
Surplus Texbook Storage	200	sf	
Small Breakout Room	250	sf	
Tech Work/Storage Room/MDF	150	sf	
<b>Multi-Purpose Room</b>			<b>5,375</b>
Multi-Purpose Room	3,500	sf	
Chair Table Storage	200	sf	
Control Room	75	sf	
Music Platform	1,400	sf	
Instrument Storage	200	sf	
<b>Food Service</b>			<b>3,600</b>
Serving/Prep Kitchen	350	sf	
Walk-in Refg/Freezer	75	sf	
Dry Storage	75	sf	
Locker Alcove	50	sf	
Office/Work Station	75	sf	
Toilet/Changing	75	sf	
Lunch Shelter	2,800	sf	
Custodial Services	100	sf	
<b>Restrooms</b>	<b>2,200</b>	<b>sf</b>	<b>2,200</b>
<b>Total Building Quantity</b>		<b>sf</b>	<b>47,390</b>
<b>Sitework</b>			<b>265,001</b>
Parking Lot/Circulation	70,000	sf	
Walkways on Campus	10,000	sf	
Utilities	1	ls	
Play Courts	40,000	sf	
Play Fields (3 acres)	130,000	sf	
Landscaping	15,000	sf	
<i>Total Hard Costs</i>			<b>\$14,523,200</b>
<i>Total Soft Costs</i>			<b>\$6,224,229</b>
<i>Total Contingency</i>			<b>\$2,074,743</b>
<b>TOTAL BUDGET</b>			<b>\$22,822,171</b>



**II. MASTER BUDGET, TIMELINE, & SCHEDULE**

**SUMMARY BUDGET:**

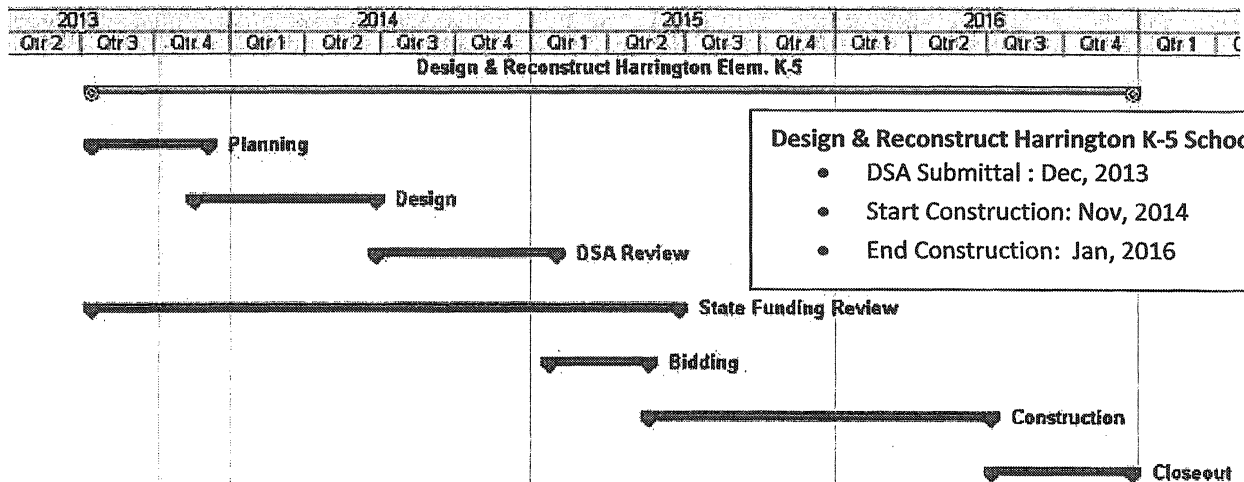
The budget below is all inclusive of both construction costs, and soft costs to implement the project including design fees, contractor's fee, consulting services, testing & inspection services, agency approval fees, etc.

**Harrington Elementary School K-5**

Project	Year	Budget
Design & Reconstruct Harrington Elem. K-5	2013/14	
Demolition		\$858,000
Sitework		\$5,272,143
Classrooms		\$8,153,829
Kindergarten		\$2,035,314
Administration		\$1,631,850
Media Center		\$975,857
Multi-Purpose Room		\$2,111,607
Food Service		\$832,857
Restrooms		\$950,714
		<b>\$22,822,171</b>
	Est. Total	<b>\$22,822,171</b>

**SUMMARY TIMELINE & SCHEDULE:**

The construction schedule and academic schedule may require that both new and old portions of the campus be in operation simultaneously. Confirming that existing site utilities have adequate capacity for this simultaneous use will be a critical component of achieving a successful project. Design teams are encouraged to engage Civil Engineering consultants early on in the process in this regard. The schedule chart below is based on the District's fiscal year calendar, in which Q1 of FY2014 effectively begins July 1, 2013, and Q4 of FY2014 effectively ends June 30, 2014.



### III. METHOD OF SELECTION

#### BACKGROUND:

In 2012, Oxnard School District issued a Request for Qualifications for architectural services for the Measure R construction projects. In October of 2012, three firms were selected and approved by the District's Board of Trustees. All three firms have been prequalified. Each construction project that is funded by Measure R will be assigned an architect from the pool.

#### RE-USE OF PLANS:

In order to maximize cost efficiency, and minimize required duration for both design and construction phases, the District is requesting a 'Re-Use of Plans' effort for this project. The proposing architectural firms should carefully review the content of this selection package, specifically the approved Educational Specifications and Project Budgets enclosed, and select at least (2) best-fit options for re-use of plans that have been previously approved by DSA, successfully constructed within the last 5 years, and have detailed construction cost documentation available. Minimizing re-design efforts required for code compliance, and other regulatory requirements is a critical aspect of this effort, so projects that have been designed & constructed under current building codes should be prioritized where possible.

Architectural firms may select specific components from a variety of approved projects, however such proposals must include a general design showing how the various elements connect to create a cohesive campus concept for the Harrington site. In all cases, design teams should carefully review requests for information (RFI's), submittals, agency review comments, and any other issues that created delays or added cost to the original project, to ensure that the appropriate solutions are pro-actively incorporated into the new Harrington elementary school design. The proposals should include a brief "lessons learned" narrative from the construction issues that arose when the design was previously built.

#### ASSIGNMENT PROCESS:

Each prequalified firm can elect, or decline, to participate in the assignment process for Project 4. Any decision will not affect future opportunities. Firms should carefully review the detailed information and submittal requirements contained within this package. Teams that wish to visit the project site to make further observations should contact Yuri Calderon, Chief Operating Officer, at (510) 596-8170 to request a site visit. CFW will organize a single tour of the Harrington site for all interested teams. Please do not visit any school site without coordinating with CFW.

Once the proposal deadline has passed, CFW will begin arranging interviews with all participating firms. All participating firms will be interviewed. The design firms should include staff assigned to the project in the interview process. The interview results will be considered along with the proposed "re-use" design, estimated fee amounts, estimated cost of construction, quality of staff, level of understanding of the project parameters, and creativity of the proposed approach to meet educational specifications without sacrificing the quality of the finished product. Site visits to referenced projects may be conducted. Design teams must coordinate in advance a potential site visit at each proposed site with the site staff and district facilities as required to ensure that all sites are on stand-by for a site visit during the times allotted in the schedule below, should the District choose to visit the site(s).

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## SCHEDULE

The following is a projection of tentative milestone dates for selection:

- Project 4 selection package sent to prequalified firms: May 24
- Participating teams notify CFW of their intent to provide a proposal: May 31
- Participating teams submit final proposals: June 10, no later than 4:00pm
- Project Review Committee to interview each design team, including attendance at Architect designated site tours of completed campuses proposed for “re-use”: June 12 - 13
- Conduct site visits: June 18 - 20
- Final selection to be announced to winning firm: June 21
- Board action on recommended firm and execution of contract: June 26 (Regular Board meeting)

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## SUBMITTAL FORMAT & REQUIREMENTS

Proposals should be formatted to effectively address the following issues in as much detail as necessary to fulfill each request. Each proposal should have a cover letter briefly discussing the proposed “re-use” project, and the firm’s unique qualifications to pursue the Harrington project. In addition, the proposal should include, but not be limited to the following items:

1. Brief summary of similar projects completed by your firm within the last five years that closely match the proposed Project 4 program as referenced in the Project Description.
2. Detailed summary of 2-3 proposed “re-use” projects, indicating whether an entire project, or a combination of several projects are best-suited to be “re-used” for Project 4. Project summaries should include:
  - a. Detailed construction cost & schedule information relating to each of the projects identified in item 2 above. See attachment A –Cost Comparison Sheet
  - b. Narrative of “lessons learned” from each of the proposed projects identified in item 2 above. Narrative should include commentary of RFIs, agency comments, inspection requirements, or other challenges that had to be overcome to produce a successful project.
  - c. Design firms must schedule a site visit with program manager and District to review completed site(s) as identified in item 2 above.
  - d. Design firms should be prepared to present & review complete DSA approved plan sets for projects identified in item #2 above.
  - e. Discuss the complexities of “re-use” and how your firm intends to integrate lessons learned from the original construction to enhance the quality of the proposed design.



3. Discuss the challenges of designing a new campus on an existing site, with construction creating a minimal impact on the existing operational school facilities
4. Discuss ways in which the “re-use” strategy can help to meet or accelerate the proposed timelines of the proposed project.
5. Discuss the firm's experience with the District's preferred delivery method of using a Lease-leaseback contractor, in comparison with other delivery methods within the firm's experience.
6. Discuss the role of the assigned personnel, the benefits they bring to the project, and their assigned level of participation on the project. Please be specific.
7. Provide brief summary of community oriented design approach, and proposed strategies to reflect the unique character and culture of the surrounding community in the creative design process. Photos and commentary from design team neighborhood visits are encouraged.

Limit response to no more than 10 double-sided 8 ½ x 11 pages, and (12) 11 x 17 drawings to illustrate the “re-use” proposals for Project 4 (maximum of 4 pages of drawings per proposed “re-use” project site). Firms are requested to submit their response within a single file in PDF format via email (use of YouSendIt, DropBox or similar service for large file transmittal is acceptable) to Yuri Calderon at [ycalderon@cfwinc.com](mailto:ycalderon@cfwinc.com) by no later than 4:00pm PDT, Monday, June 10, 2013.

**The Project is Amended As Follows:**

**Background**

The proposed "re-use" design contains components within buildings which have been acknowledged by Dougherty + Dougherty Architects, LLP ("D+D") to be in excess of the educational specifications clearly communicated in the original selection package. It is the mutual understanding of the District and D+D that all re-design requirements to bring the proposed re-use project into compliance with the approved educational specifications, all site adaption requirements, and all costs associated with phasing required to construct the project while coordinating with the existing school site, are the sole responsibility of D+D and all related design services required to accomplish this scope of work are hereby included in the Basic Services Fee established by this Agreement.

**Summary of Amendment**

Pursuant to this mutual understanding, the Project is hereby amended as follows:

1. **Administration Building** – The administration building has been revised to eliminate the sharp angle at the front of building.
2. **Classroom Building** – The classroom building has been revised to replace two (2) larger science lab classrooms with specified 960sf classrooms, and the large ADA ramp area.
3. **Site Adaption, District Requests, and District Standards** – Proposed re-use project shall be revised as necessary to accommodate all necessary site adaption changes, including site utility coordination, site circulation and access, coordination with existing conditions including phasing and interim housing planning and design, and other necessary revisions to achieve an DSA approved design acceptable to the District. In addition to site adaption, Architect shall meet all the current and pending District Standards and District requested changes shall be accommodated through completion of Schematic Design Phase at no additional cost to the District.
4. **Architectural Theme** – Proposed re-use project shall be revised to ensure that all proposed buildings reflect a consistent and cohesive architectural theme including colors, textures, fenestration, and facades consistent with the character of the Harrington community. The Architect shall submit proposed architectural theme including complete exterior elevations as part of the Schematic Design Submittal, which requires District approval of the architectural theme prior to commencement of Design Development Phase.

**Amended Budget**

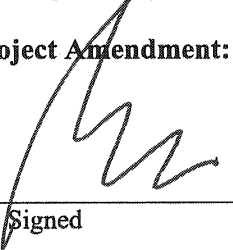
As mutually agreed to by District and D+D, the Project amendment as described above shall be constructed within the original approved Project Budget of \$22,822,171.00, with original Construction Budget of \$14,523,200.00.

**Acceptance of Project Amendment:**

Accepted by D+D

Signed

Date

 7.1.13

Accepted by District

Signed

Date

 7/22/13

## EXHIBIT "B"

### BASIC SERVICES AND DESCRIPTION OF SUBMITTALS

#### A. GENERAL REQUIREMENTS

In addition to any other requirements set forth in this Agreement, the Architect shall comply with all of the following requirements during, unless specified otherwise, all phases of the Services:

- (1) Determine which governmental agencies have jurisdiction over the Project or any portion thereof and document same in writing to the District; coordinate with and implement the requirements of such agencies, e.g., California Department of Education ("CDE"), Office of Public School Construction (OPSC), Division of the State Architect (DSA), State Fire Marshal, *et cetera*.
- (2) Review subsoil data, chemical, mechanical and other data logs of borings, etc., furnished to Architect pursuant to this Agreement and advise the District whether such data are sufficient for purposes of design, or whether additional data are necessary.
- (3) Utilize District provided title report for Project site to determine scope and extent of any easements or other site limitations.
- (4) Be responsible for the coordination of the design and the layout of the technology backbone system with the District's technology consultant. The coordination effort shall include location and routing of raceways, conduits, and outlets and required spaces to accommodate electrical, data and communication wiring.
- (5) Provide services required to obtain local agencies approval for off-site work including review by governmental agencies having jurisdiction over the Project.
- (6) Develop a grading and drainage plan and a site plan from architectural information showing a final development of the site, this drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The services described in this Subparagraph shall be provided by a professional civil engineer who is to subcontract with the Architect.
- (7) Architect to document the location of existing utility lines, telephone, water and sewage, etc., within the limits of all on-site and off-site work. This information shall be provided by the District. Architect shall verify the capacity of all existing project utilities.
- (8) Chair, conduct and take minutes of coordination meetings, held as reasonably necessary during each design phase with its consultants. Invite the District and the District's consultants to participate in these meetings. Keep a separate log to document design/coordination comments generated in these meetings. The form of Comment Tracking Document to be used by Architect should be coordinated with the Contractor.

- (9) Maintain a log of all meetings, site visits or discussions held in conjunction with the work of this Project (with documentation of major discussion points, observations, decisions, questions or comments) and furnish to the District for inclusion in the overall Project documentation.
- (10) Utilize the standardized filing system as currently utilized by Architect.
- (11) Provide interior design and other similar services required for or in connection with color coordination including furnishing, including the provision of a standard color board to assist in consultation with the District regarding such color coordination. Coordinate the placement of furniture, and equipment layout and consult with District to ensure proper placement of required furniture and equipment. The District shall procure furnishing and moveable equipment.
- (12) Prepare necessary documents for and oversee the processing of District's application for and obtaining of required approvals from the DSA, the CDE, the State Fire Marshall and all other agencies exercising jurisdiction over the Project. Prepare and submit any required applications, notices or certificates to public agencies as required by law. Provide copies of all such documents to the District.
- (13) Prepare all documentation performed pursuant to this Agreement with the assistance of technology that is currently utilized by Architect. Deliver to the District, on request, the tape and/or his disc format and the name of the supplier of the software/hardware necessary to use the design file. Architect and District shall each sign a "hard" copy of reproducible documents that depict this information at the time provided to the District.

## **B. ESTIMATES AND COSTS GENERALLY**

In addition to any other requirements set forth in this Agreement, the Architect shall comply with all of the following requirements during, unless specified otherwise, all phases of the Services:

- (1) The Architect shall review Construction Cost and Project Budget estimates at each phase of the Services. If such estimates are in excess of the Construction Budget and Project Budget, the Architect, in consultation with the District and without additional cost to the District, shall revise the type, quantity or quality of construction to come within the budgeted limits. The District, in its sole discretion, may, but in no event shall be required to, increase the Construction Budget for the Project.
- (2) The Architect shall at all times include in each estimate of Construction Cost a contingency for Change Orders, in such amount as agreed by the District.
- (3) The Architect shall at all times notify the District if adjustments to previous estimates of the Construction Cost will be necessary due to market fluctuations or approved changes in scope or requirements.

- (4) The Architect shall ensure that all plans, specifications, studies, drawings, estimates or other documents relating to the Project are constructable and otherwise comply with provisions of this Agreement, law and District standards and policies, regardless of any revisions necessary to keep construction costs within the Construction Budget.

### **C. PROJECT INITIATION PHASE**

Within ten days after receipt from the District of the notice to proceed with the Services, the Architect shall complete all of the following:

- (1) Meet with the District and its representatives to prepare a detailed task analysis and work plan for documentation in a computer generated project schedule. The District will produce the final scheduling format based on data furnished by Architect.

This task analysis and work plan will identify specific tasks including, but not limited to: interviews, data collection, required District filing standards, analysis, report preparation, planning, Architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities, required times for completion and additional definition of deliverables.

- (2) Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
- (3) Participate in a general Project kick-off meeting to include the Architect's Consultants, and District staff.
  - (i) The Project kick-off meeting will introduce key team members from the District and the Architect to each other defining roles and responsibilities relative to the Project.
  - (ii) Identify and review pertinent information and/or documentation necessary from the District for the completion of the Project.
  - (iii) Review and explain the overall Project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.
  - (iv) Review and explain the task analysis and Project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.
  - (v) Review documentation of the project kick-off meeting prepared by the District and/or its representatives and comment prior to distribution.

### **D. DEVELOPMENT OF ARCHITECTURAL PROGRAM**

Upon receipt from the District of the notice to proceed with the Services, the Architect shall perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed; identify design issues relating to functional need, directives and constraints imposed by applicable law and regulatory requirements; and complete design checklist as provided by the District; and take all other necessary actions in accordance with the following:

- (1) Coordinate with the District's Educational Specifications to identify critical issues affecting Project completion and certification; significant site considerations; applicable planning and zoning requirements; applicable code requirements; applicable fire and life safety requirements; sanitary and storm sewer service requirements; electrical power service and requirements; heating, ventilating and air conditioning requirements; natural gas availability and requirements; domestic and fire water service requirements; and incorporation of mitigation measures, if any, from the final environmental impact report and/or mitigation negative declaration adopted by the District for the Project. With respect to environmental mitigation measures, the District shall cooperate with Architect to ensure that Architect has access to those mitigation measures adopted by the District for the Project.
- (2) Hold initial community information/PTA meeting at a location designated by the District, if requested by the District.
- (3) Conduct architectural program meeting with the District selected Project participants.
- (4) The Architect shall review with the District alternative approaches to the design and construction of the Project, and shall include alternatives that may reduce the cost of the Project or increase the efficiency and/or functionality of the Project.
- (5) Develop an estimate of probable Construction Cost for the Project and reconcile the estimate with the Construction Manager and the Contractor; estimates are to be based on the developed functional Architectural programs as approved by the District.
- (6) Estimates prepared by Architect:
  - (i) All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be as approved by the District and the Program Manager.
  - (ii) Contingencies for design, bidding or construction, if included in the estimate, are to be included as individual line items, with the percentage and base of calculation clearly identified.
  - (iii) All Construction Cost estimates developed per the above should additionally be presented in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new buildings, and summarized by the Construction Specification Institute (CSI) category for buildings being modernized.

- (iv) One week prior to submittal of documents, Architect's proposed cost format must be submitted to the District for review and approval.
- (v) Architect shall submit a unit cost breakdown for three types of new building cost models ranging from a low end per square foot cost for the District's consideration, to high end per square foot cost. The unit cost shall not include the site work, the Contractor's overhead and profit, and general conditions (Include separate columns for additional upgrades / condition assessment scope and possible condition assessment reduction credits). In addition, Architect shall provide a cost estimate for a permanent modular if appropriate/applicable.
- (vi) Mechanical, electrical, civil, landscaping and estimating Architect's Consultants shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the cost estimate.

**E. SCHEMATIC DESIGN PHASE**

Upon written authorization from the District to proceed with the Schematic Design Phase, the Architect shall prepare for the District's review a Schematic Design Study and take other necessary actions in accordance with the following:

- (1) Architectural:
  - (i) Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship.  
  
Include all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.
  - (ii) Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
  - (iii) Identify proposed roof system, deck, insulation system and drainage technique.
  - (iv) Site plan with building located and minimum one (1) foot contour grade intervals. All major site development, such as paving, utilities and outside facilities shall be shown, including property lines, adjacent existing structures, walls and fences fifty (50) feet beyond the property line. The District shall provide a site survey to Architect for purposes of completing the task outlined within this paragraph.
- (2) Civil:
  - (i) Development of on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.

(ii) Identify surface improvements including roadways, parking (with assumed wheel weights) preliminary finish grades and drainage.

(iii) Coordinate finish floor elevations with architectural site plan.

(3) Landscaping:

Development and coordination of landscape design concepts entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include location and description of planting, ground improvements and visual barriers.

(4) Specifications:

Outline specifications of proposed architectural, structural, mechanical and electrical materials, system and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of the Project design and specifications.

(5) Estimates:

(i) Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost meaning labor, material, waste allowance, sales tax and Contractor's and subcontractor's mark-up.

General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the Construction Specification Institute (CSI) category.

(ii) The estimate shall separate the Project's building cost from site and utilities cost. Architect shall submit to the District the cost estimating format for prior review and approval.

(iii) Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).

(6) Meetings:

(i) The District and the Architect will meet to address specific design issues and to facilitate the decision making process. Such meetings shall be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsideration of such decisions shall constitute a change in the scope of services of the Architects.

(ii) During the Schematic Design Phase it is anticipated that the Architect will attend 2-3 design meetings; Structural, Electrical, Mechanical and Plumbing Engineer, and Civil and Landscape engineers will attend design meeting.



(7) Presentation:

Architect shall present and review with the District the detailed Schematic Design.

The schematic design studies shall be revised within the program parameters until a final concept has been accepted and approved by the District at no additional cost to the District.

**F. DESIGN DEVELOPMENT PHASE**

Upon written authorization by the District to proceed with the Design Development Phase, Architect shall prepare Design Development Phase documents based on Schematic Design Phase documents approved by the District and take other necessary actions in accordance with the following:

(1) Architectural:

- (i) Scaled, dimensioned floor plans with final room locations including all openings.
- (ii) 1/8" scale building sections showing dimensional relationships, materials and component relationships.
- (iii) Identification and coordination of all furniture, fixtures, and equipment required for a complete Project.
- (iv) Site plan completely drawn with beginning notes and dimensions including grading and paving.
- (v) Preliminary development of details and large scale blow-ups.
- (vi) Legend showing all symbols used on drawings.
- (vii) Floor plans identifying all fixed and major movable equipment and furniture.
- (viii) Outline specification and schematic for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.
- (ix) Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:
  - (a) Light fixtures
  - (b) Ceiling registers or diffusers
  - (c) Access Panels

- (x) A tabulation of both the net and gross assignable floor areas, and a comparison to the initial program area requirements.
  - (xi) Building design shall conform to all adopted energy regulations.
  - (xii) Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
  - (xiii) Identify code requirements; include occupancy classification(s) and type of construction.
- (2) Structural:
- (i) Structural drawing with all major members located and sized.
  - (ii) Layout structural systems with dimensions and floor elevations. Identify structural systems (pre-cast, structural steel with composite deck, structural steel bar joists, etc.); with preliminary sizing identified. Establish final building and floor elevations.
  - (iii) Preliminary specifications.
  - (iv) Identify foundation systems and requirements (fill requirements, piles, caissons, spread footings, etc.); with preliminary sizing identified, and associated soil pressure, water table and seismic center. Architect shall design the foundation of the Project in accordance with recommendations of the District's soil engineer as provided by the District. Architect must notify the District in time to prepare this soil report for Architect's use.
- (3) Mechanical:
- (i) Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural. Calculate block heating, ventilation and cooling loads including skin versus internal loading.
  - (ii) Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.
  - (iii) Show selected system on drawings as follows:
    - (a) Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases
    - (b) Location and preliminary sizing of all major equipment and duct work in allocated spaces
    - (c) Schematic piping

- (d) Temperature control zoning.
  - (ii) Major mechanical equipment should be scheduled indicating size and capacity.
  - (iii) Ductwork and piping should be substantially located and sized.
  - (iv) Devices in ceiling should be located.
  - (v) Legend showing all symbols used on drawings.
  - (vi) More developed outline specifications indicating quality level and manufacture.
- (4) Electrical:
- (i) Calculate overall approximate electrical loads.
  - (iii) Identify proposed electrical system for service, power, lighting, low voltage and communication loads.
  - (iv) Show system(s) selected on drawings as follows:
    - (a) Single line drawing(s) showing major distribution system.
    - (b) Location and preliminary sizing of all major electrical systems and components including:
      - (1) Load centers
      - (2) Main panels
      - (3) Switch gear
  - (v) Identify and define the scope of the technology backbone system.
  - (vi) All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space(s).
  - (vii) All major electrical equipment should be scheduled indicating size and capacity.
  - (viii) Complete electrical distribution including a one line diagram indicating final location of switchboards, communications, controls; (high and low voltage) motor control centers, panels, transformers and emergency generators, if required.
  - (ix) Legend showing all symbols used on drawings.
  - (x) More developed outline specifications indicating quality level and manufacture.

(xi) Identify and coordinate the Project with the District's IT systems and infrastructure.

(5) Civil:

(i) Further refinement of schematic design drawings of on and off site utility systems for sewer, water, storm drain and fire water. Includes pipe sizes, materials, invert elevation location and description of manholes, clean outs, hookups, bedding and installation details.

(ii) Further refinement of schematic design drawings of roadways, parking and storm drainage improvements; including but not limited to: details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.

(6) Landscape:

(i) Further refinement of schematic design concepts, includes coordination of hardscape, landscape planting, ground cover and irrigation main distribution lines.

(7) District to provide the general conditions and the supplementary conditions for the contract with the Contractor.

(8) Estimate:

Design Development Estimate: This estimate of the Construction Cost shall be prepared by specification section, summarized by CSI category. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, contractor's mark-ups. LLBC fee, and general conditions shall be listed separately.

(9) Meetings:

The District and the Architect will meet to address specific design issues and to facilitate the decision making process. Such meetings shall be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsideration of such decisions shall constitute a change in the scope of Services of the Architects unless such revision or reconsideration is required by Section 4.2.16.1 of the Agreement.

During the Design Development Phase it is anticipated that the Architect will attend (2) design meetings, Structural, Electrical, Mechanical and Plumbing Engineer, and Civil and Landscape engineer will attend (1) design meeting.

(10) Presentation:

Architect and applicable Architect Consultants shall present and review with the District the detailed design development drawings and concepts.

The design development design studies shall be revised within the program parameters until a final concept has been accepted and approved by the District at no additional cost to the District.

- (11) The Architect shall submit the Construction Documents to the District for review by facilities, maintenance and operations, and other staff of the District, and Architect shall respond to, and shall revise the Construction Documents as necessary in response to, any comments, suggestions and/or updates provided through such review.

## **G. CONSTRUCTION DOCUMENTS PHASE**

Upon written authorization from the District to proceed with the Construction Documents Phase, Architect shall prepare Construction Documents based on the Design Development Phase Documents approved by the District and take other necessary actions in accordance with the following:

- (1) Prepare Construction Documents in compliance with the appropriate applicable building codes, ordinances and other regulatory authorities.
- (2) Construction Documents ("C/D") 50% stage:
  - (i) Architectural:
    - (a) Site plan developed to show building location, all topographical elements and existing/proposed contour lines.
    - (b) Elevations, (exterior and interior) sections and floor plans corrected to reflect design development review comments.
    - (c) Architectural details and large blow-ups started.
    - (d) Well developed finish, door, and hardware schedules.
    - (e) Site utility plans started.
    - (f) Fixed equipment details and identification started.
    - (g) Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.
  - (ii) Structural:
    - (a) Structural floor plans and sections with detailing well advanced.
    - (b) Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.

(c) Completed cover sheet with general notes, symbols and legends.

(iii) Mechanical:

(a) Mechanical calculations virtually completed with all piping and ductwork sized.

(b) Large scale mechanical details should be started.

(c) Mechanical schedule for equipment substantially developed.

(iv) Electrical:

(a) Lighting, power, signal and communication plans should show all switching and controls. Fixture schedule and lighting details development should be started.

(b) Distribution information on all power consuming equipment; lighting and device branch wiring development should be well started.

(c) All electrical equipment schedules should be started.

(d) Special system components should be approximately located on plans.

(e) Completely develop the layout of the technology backbone system, including equipment room layouts, raceway and conduit routing and outlet locations.

(v) Civil:

All site plans, site utilities, parking and roadway systems updated to reflect update revisions from Design Development Phase.

(vi) Landscape:

All landscape, hardscape and irrigation plans updated to reflect update revisions from Design Development Phase.

(vii) Estimate:

Update and refine the estimate of the Construction Cost prepared during the Design Development Phase. Also provide an estimate sorted by District's bid packages.

(viii) Specifications:

- (a) Virtually complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

Where articles, materials and equipment are identified by brand names, at least two names shall be used, and such names shall be followed by the words "or approved equal" in accordance with Public Contract Code, Section 3400.

Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District.

At one hundred percent (100%) review, specifications shall be reviewed by the District and corrections made as directed at no cost to the District.

- (b) Coordination of the development of specifications by other disciplines.
- (c) Specification shall be in CSI format.

(3) Construction Documents 90%/DSA Submittal Stage:

(i) Architectural:

- (a) Virtually complete site plan.
- (b) Virtually complete floor plan, elevations and sections.
- (c) Architectural details and large blow-ups near completion.
- (d) Finish door, and hardware schedules virtually complete, including most details.
- (e) Site utility plan virtually complete.
- (f) Fixed equipment details and identification virtually complete.
- (g) Reflected ceiling plan virtually complete.
- (h) Provide Finish Schedule (with the exceptions of colors) identifying type of material and textures on walls, floors, doors, etc. Architect to recommend color selection for approval by the District.
- (i) All equipment catalog cuts.

(ii) Structural:

Completed structural floor plans and sections with detailing well advanced.

(iii) Mechanical:

(a) Mechanical load calculations complete and all piping and ductwork sized.

(b) Large scale mechanical details should be substantially complete.

(c) Mechanical schedule for equipment substantially complete.

(iv) Electrical:

(a) Lighting, power, signal and communication plan(s) should reflect all switching and controls. Fixture schedule(s) should be virtually complete.

(b) Distribution information on all power consuming equipment; lighting and device branch wiring should be virtually complete.

(c) All electrical equipment schedules should be virtually complete.

(d) Special system components should be located on plans.

(v) Civil:

All site plans, site utilities, parking and roadway systems updated to reflect update revisions from 50% C/D's.

(vi) Landscape:

All landscape, hardscape and irrigation plans updated to reflect update revisions from 50% C/D's and completed.

(4) Construction Documents - Substantial Completion Stage:

(i) Architectural:

(a) Completed site plan.

(b) Completed floor plans, elevations and sections.

(c) Architectural details and large blow-ups completed.



- (d) Finish, door and hardware schedules completed, including all details.
- (e) Site utility plans completed.
- (f) Fixed equipment details and identification completed.
- (g) Reflected ceiling plans completed.
- (ii) Structural:
  - (a) Structural floor plans and sections with detailing completed.
  - (b) Structural calculations completed.
- (iii) Mechanical:
  - (a) Large scale mechanical details complete.
  - (b) Mechanical schedules for equipment completed.
  - (c) Completed electrical schematic for environmental cooling and exhaust equipment.
  - (d) Complete energy conservation calculations and report.
- (iv) Electrical:
  - (a) Lighting and power plan should show all switching and controls. Fixture schedule and lighting details should be completed.
  - (b) Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.
  - (c) All electrical equipment schedules completed.
  - (d) Special system components plans completed.
  - (e) Electrical load calculations completed.
- (v) Civil:

All site plans, site utilities, parking and roadway systems completed.
- (vi) Estimate:

Update and refine the estimate of the Construction Cost prepared during the 50% Construction Document Phase.

(vii) Specifications:

- (a) Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

Where articles, materials and equipment are identified by brand names, they shall be followed by the words "or approved equal" in accordance with Public Contract Code, Section 3400.

Specifications shall not contain restrictions that will limit competitive bids other than those necessary for District maintenance requirements.

At one hundred percent (100%) review, specifications shall be reviewed by the District and corrections made as directed at no cost to the District. Architect shall coordinate with District to incorporate any changes by the District, or the District's Construction Manager, made during District review of specifications.

- (b) Coordination of the development of specifications by other disciplines.
- (c) Specifications shall be in CSI format.

(5) Construction Documents Final DSA Approval Stage:

- (i) The construction document final stage shall be for the purpose of the Architect incorporating all governmental agencies' comments into the drawings, specifications, and estimate. All corrections made by the Architect during this stage should be at no additional cost to the District, except for changes by District from Design Development Phase or changes that are required by Section 4.2.16.1 of the Agreement.
- (ii) The Construction Documents delivered to the District upon completion by Architect shall include, but not limited to, the following:
  - (a) Drawings: Original of all drawings on CADD or plotted bond with Architect's and/or Architect Consultants' State license stamp(s).
  - (b) Specifications: Original computer generated technical specifications on reproducible masters in CSI format.
  - (c) Update and refine the Architect Consultant's completed Construction Documents.

(6) Construction Documents Final Back-Check Stage:

- (i) Make corrections as required, to reflect governmental agencies' final back-check comments into the drawings, specifications and estimate. All such corrections will be made at no cost to the District.
  - (ii) Upon written approval by the District that the documents are complete, Architect shall provide to the District completed drawings printed to scale and a complete set of specifications on reproducible masters. Reproduction of the Construction Documents for distribution to bidders will be provided by the District.
- (7) Construction Documents:
- (i) The Architect shall prepare and submit to the District for written approval the Construction Documents for the Project. The Architect shall conform for use in the Construction Documents the form(s) of such documents as are provided by the District, e.g., form of agreement, general conditions, *et cetera*.
  - (ii) To the extent required, the Architect shall submit the Construction Documents to DSA for plan check, and make all revisions and corrections as necessary to secure DSA approval of the Construction Documents. Upon receipt of DSA approval of the Construction Documents, the Architect shall provide to the District a final estimate of Construction Cost for the Project.
  - (iii). Unless the District informs Architect that District will be responsible for preparing bid documents, the Architect shall prepare all bid documents during the Construction Documents Phase of the Project, and forward them to the District for written approval not less than three weeks prior to the anticipated first advertisement date for bids as established by the District.
- (8) Meetings:
- (i) During the Construction Document Phase it is anticipated that the Architect will attend (2) design meetings; the structural, electrical, mechanical, plumbing engineer will attend the civil and landscape engineer will attend (1) meeting
  - (ii) Such meetings shall not exceed one (1) day in duration and will normally be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsiderations of such decisions affecting program, master plan, schematic design and design development shall constitute a change in the Services of the Architect unless such revision or reconsideration is required by Section 4.2.16.1 of the Agreement.

## H. BIDDING PHASE

Upon written authorization from the District to proceed with the Bidding Phase, except to the extent the responsibility for any of the following is assumed by the District or a District consultant, or the bid

documents or other contracts applicable to the Project make any of the following the responsibility of some other party, Architect shall take all necessary actions in accordance with the following:

- (1) The development of the bidding procedure and the general condition of the construction contract shall be the joint responsibility of the District and the Architect, and the Contractor.
- (2) Following written approval of the Construction Documents and written acceptance by the District of Architect's final estimate of Construction Cost, the Architect shall cooperate with the District and/or its Program Manager or Contractor in the reproduction of the Construction Documents and the distribution of the Construction Documents to contractors interested in bidding on the Project. All sets of Construction Documents requested by the District for bidding purposes shall be reproduced at District's expense.
- (3) All questions concerning the intent or interpretation of the bidding and Construction Documents shall be referred to the District for screening and subsequent processing through Architect and/or the Construction Manager.
- (4) In the event any matter is identified that requires interpretation of the drawings or specifications, the Architect shall analyze the matter for decision by the District as to substantive and procedural requirements and, as necessary for corrections or clarifications, prepare one or more addenda for issuance by the District.
- (5) The Architect shall assist the District in evaluating all bids and contract proposals, evaluating substitutions proposed by bidders, and awarding the bids. The Architect shall review the qualifications of all bidders and make recommendations to the District as to whether, in the Architect's professional opinion, bidders are qualified and meet minimum requirements for performance of the work.

## **I. CONSTRUCTION PHASE**

The Architect shall commence providing Construction Phase services upon award of the first contract for construction and until the earlier of the issuance to the District of the final Certificate for Payment or sixty (60) days after final completion of construction, including, without limitation, completion of all punch list items.

- (1) During construction, the Architect shall furnish all necessary additional drawings for supplementing, clarifying and/or correcting purposes and for change orders required. Such drawings shall be requested in writing from the Architect by the District and shall be at no additional cost unless designated as an Additional Service to the District. The original drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.

(2) The Architect will receive written notification of the award of a construction contract. Upon receiving such written notification, the Architect will proceed with the Services required by the Construction Phase of the Agreement.

(3) Architect shall review and approve or take other appropriate action upon contractor's submittals such as: shop drawings, project data, samples and Change Orders, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Construction Documents.

The Architect's action shall be taken within fourteen (14) calendar days so as to cause no unreasonable delay, while allowing sufficient time in the Architect's professional judgment to permit adequate review.

In no case shall the review period associated with a single, particular submittal exceed fourteen (14) calendar days from the receipt by the Architect.

(4) During the course of construction, all Requests for Clarification must be responded to in a most expeditious manner, no more than seven (7) days, so as not to impact and delay the construction progress.

(5) Drawings or change orders required due to actions of the District which are beyond the scope of the Architect's responsibilities, shall be considered Additional Services.

(6) Architect shall visit the job site for on-site review of the construction of the Project. The schedule of these visits shall be coordinated and approved in advance by the District and the Construction Manager. The purpose of these visits is to resolve discrepancies in the Construction Documents and to monitor the progress of the Project.

Architect shall bring to the attention of the District, in writing to guard the District against, but does not assure against, any defects or deficiencies in the work by the Contractor which the Architect may observe.

(7) The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the District and Architect in writing to become familiar with the progress and quality of the work completed and to determine that the work is being performed in a manner that the work when completed will be in accordance with the Construction Documents. On the basis of on-site observations as an architect, the Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. However, the Architect shall not be a guarantor of the Contractor's performance.

(8) Prepare "Record Drawings": on the approved drawings original tracings to record changes made during the construction Project based upon information provided by the Contractor and changes by Change Orders. These "Record Drawings" along with three copies shall be delivered to the District at completion of the construction and shall be a condition precedent to the District's approval of the Architect's final payment. Architect may coordinate with District to identify electronic media alternatives to the satisfaction of all, or a portion of, this requirement.

- (9) The Architect shall not be responsible for, nor have control or charge of, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project, and shall not be responsible for Contractors' failure to carry out work in accordance with the Construction Documents. The Architect shall not be responsible for, nor have control over, the acts or omissions of the Contractors, subcontractors, any of their agents or employees, or any other persons performing any work.
- (10) Architect shall review equipment and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems.
- (11) Architect shall also provide at the District's request, architectural/engineering advice to the District on start-up, break-in and debugging of facility systems and equipment; and apparent deficiencies in construction following the acceptance of the Contractor's work.

#### **J. PROJECT CLOSE-OUT PHASE**

As a condition to final payment to the Architect pursuant to this Agreement, the Architect shall complete all actions necessary for close-out of the Project in accordance with the following:

- (1) Architect shall perform all actions necessary for District to obtain final close-out approval from DSA and any other governmental agencies with jurisdiction over the Project or any portion thereof. Architect shall not be responsible for documents or actions required of inspectors, testing labs, Contractors, the District, or any other consultants retained by the District.
- (2) Architect shall provide to the District any and all documentation required pursuant to this Agreement not already provided during prior phases of the Services.
- (3) Architect shall coordinate with the District, at extra expense to be agreed upon between the District and the Architect, to prepare for the District as part of the project closeout, following completion of construction and occupation of the Project by the District, a survey reviewing how certain areas of the Project are being utilized as compared to their intended utilization. The District shall, at the Architect's request and with the Architect's assistance, identify those areas of the Project to be included in such survey.

#### **K. MATTERS NOT WITHIN SCOPE OF SERVICES**

The Architect is not responsible for providing, as part of the Services, any of the following:

- (1) Ground contamination or hazardous material analysis.
- (2) Any asbestos testing, design or abatement.
- (3) Environmental impact report.

- (4) Historical significance report.
- (5) Soils investigation.
- (6) Geotechnical hazard report.
- (7) Topographic survey.
- (8) Title report.

**EXHIBIT "C"**  
**DELIVERABLES**

**(1) Schematic Design Phase**

Deliverables and No. of Copies:

- (a) Schematic Design Submittal Package - 6 copies
- (b) Cost estimates - 4 copies
- (c) Design Checklist - 2 copies

**(2) Design Development Phase**

Deliverables and No. of Copies:

- (a) Rendered perspective drawings - 6 copies
- (b) Color/Material Boards - 2 copies
- (c) Design Development drawing submittal - 4 copies
- (d) Outline Specifications - 4 copies
- (e) Cost Estimate - 4 copies
- (f) Design Checklist - 4 copies
- (g) Project scale model, for additional fee, if requested by the District.

**(3) Construction Documents Phase**

Deliverables and No. of Copies:

- (a) Fifty percent (50%) submittal - 4 copies  
  
four (4) prints of the fifty percent (50%) working drawings, three (3) specifications, and three (3) cost estimates.
- (b) Ninety percent/DSA Submittal - 4 copies  
  
four (4) prints of the ninety percent (90%)/DSA Submittal working drawings, and three (3) equipment cut sheets.



- (c) Statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes -2

(Submit with DSA Submittal)

- (d) One hundred percent (100%)/DSA Approved submittal - 4 copies

four (4) prints of the DSA Approved one hundred percent (100%) working drawings, three (3) specifications, one (1) engineering calculation and three (3) cost estimates.

- (e) Electronic file copy of DSA Approved C/D drawings and specifications on C/D- 1 copy (in PDF and CAD format)

- (f) Design Checklist - 2 copies

- (g) A statement at each stage of C/D review indicating any authorized changes made to the program from the last submittal and the cost impact of such changes on the previously approved Construction Budget - 2 copies

If no program changes occur but shifts of costs occur between disciplines, identify for District review. (Submit with all submittals, 50, 75, 100%)

**EXHIBIT "D"**

**INVOICE APPROVAL FORM**

DATE:

**Project No. 4: Harrington Reconstruction**

**Architect of Record: Dougherty + Dougherty Architects, LLP ("D+D")**

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D+D has submitted Invoice No. \_\_\_\_\_ for review by the District's Program Manager, Caldwell Flores Winters, Inc. ("CFW"), and the District.

By signing below, a representative of D+D, hereby certifies that the invoice submitted is a true and accurate reflection of the work performed to date, is an accurate representation of the percent work completed for the phase identified in the invoice, and that the invoice submitted does not include any charges for services that have been previously paid, or rejected by the District and/or CFW.

---

Dougherty + Dougherty Architects, LLP      Date

The invoice has been reviewed by the following and is recommended for payment:

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Caldwell Flores Winters, Inc.      Date

---

Oxnard School District      Date  
Lisa Cline, Assistant Superintendent for  
Business and Fiscal Services



## Consultant/Vendor Billing Instructions

### Invoice Cover Sheet Set-Up.

- 1 See "billing tab" below for spreadsheet, these are the instructions
- 2 Enter Project Site name, DSA project number, Project Type, Invoice #, Date, Your Company Name, fax, phone, etc...
- 3 Enter PO # (Purchase Order #) provided to you when contract issued
- 4 Feel free to include your company logo if you wish
- 5 Enter approved contract agreements, amendments, re-imburseables, allowances, etc. for which you are billing. Include summary scope of work. Enter "Cost Code" provided to you by Program Manager.
- 6 If you wish to break the contract work items down into portions that you would typically separate for progressive payments, please do that now. If your contract allows re-imburseables in addition to contract fee, please separate these values. If you require more line items to complete this step, please highlight the entire last row by clicking on the grey row # at left, press CTRL+C to copy row, right click grey row # immediately below, select "Insert Copied Cells". This can be repeated as many times as necessary. Multiple rows can be copied/inserted in a single step by highlighting multiple rows prior to copying.

### First Billing.

- 5 **IMPORTANT!** When you are entering costs for your first billing, enter values (dollar amounts) **ONLY** into the green column. The percentages will change automatically. **NOTE:** Select the (% Complete) billing tab if you prefer to track your billings based on total project % complete. Once % complete is entered, billable amount will populate automatically. Select the (lump sum) billing tab if you prefer to track your billings as a lump sum billable amount to date. Once lump sum amount is entered, % complete will populate automatically.
- 6 Send invoice based on the Dollar value at the PRE-RETENTION value, if applicable.

### Subsequent Billings

- 7 Manually input the dollar values from the "cost completed to date" column into the blue "total previous billings" column
- 8 Enter the corresponding dollar values/% complete values into the green column for total work complete to date.
- 9 Submit a conditional release waiver with the billing. Submit signed pay request certification form.
- 10 Email (muddledstadt@ctfwinc.com), or mail to the CFW Oxnard office at 1901 Victoria Ave, Suite 106 Oxnard, CA 93035. Please allow 4-6 weeks for invoice processing prior to payment.
- 11 Please note that invoice amounts which exceed remaining contract balance will not be processed, and will be returned to Vendor pending additional contract agreement(s). Incorrect contract amounts, cost codes, or other errors & miscalculations can delay/prevent processing of payment.

### NOTE:

All Consultant/Vendor invoices must be accompanied by this worksheet to ensure proper payment. Invoices without this worksheet may be rejected and may delay payment until the next billing cycle or until the spreadsheet becomes accurate. Invoices not received by the 25<sup>th</sup> may be delayed until the next billing cycle. Contact the Program Manager with any questions regarding billing values, or any other information required, prior to submitting a billing.

**EXHIBIT "E"**

**FINGERPRINTING REQUIREMENTS**

**SECTION 00510**

**BACKGROUND CHECK AND FINGERPRINTING PROCEDURES  
FOR CONTRACTORS**

The successful Bidder will be required to assure that its employees, subcontractors of any tier, material suppliers, and consultants do not have direct contact with the District's students during the performance of the Contract in compliance with Education Code §§ 45125.1 and 45125.2. To assure these provisions, the successful Bidder's supervisor shall be fingerprinted, and proof of same shall be provided to the District prior to start of on-site work. The supervisor will monitor the workers' conduct while on school grounds. In addition, the successful Bidder shall barricade the Work area to separate its workers from the students. Costs associated with this process are the responsibility of the successful Bidder.

The Contractors' construction supervisors or their unsupervised employees who will be working outside of fenced areas during the school hours must have submitted a fingerprint identification card to the Department Of Justice (DOJ) and have a proof of clearance in the form of an affidavit filed in the Oxnard School District's Purchasing Office prior to the start of the Work.

California Education Code §§45125.1 and 45125.2 require that criminal checks be completed for contractors (Contracting Firm) who provide architectural, construction, janitorial, administrative, landscape, transportation, food-related, or other similar services to school districts.

The undersigned does hereby certify to the Board of Trustees of the Oxnard School District as follows:

That I am a representative of the Contractor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken the following actions with respect to the construction Project that is the subject of the Contract:

1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor's employees and District pupils at all times (mandatory for all Projects); AND
2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor's employees and all of its subcontractors' employees

who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor's employees and of all its subcontractors' employees who may

come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

3. Pursuant to Education Code §45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of each employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: BRIAN DOUGLASSON AND LAI-YIN CHEAH  
Title: PARTNER

AND/OR

4. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: 10-11-13

Proper Name of Contractor: DOUGLASSON + DOUGLASSON ARCHITECTS LLP

Signature: [Handwritten Signature]

By: BRIAN DOUGLASSON

Its: PARTNER

**BOARD AGENDA ITEM**

Name of Contributor(s): Lisa Cline

Date of Meeting: 12/9/15

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

**Consider Approval of Work Authorization Letter (WAL) #005 for Tetra Tech to perform professional services including preparation of an Environmental Impact Report for the Doris and Patterson New Academy site (Cline/CFW)**

On November 13, 2013, pursuant to a competitive prequalification process for professional consulting services, the Board of Trustees approved Master Agreement # 13-132 with Tetra Tech to perform California Environmental Quality Act (CEQA) compliance consulting services related to the design and construction of projects identified in the District's Facilities Implementation Program. The District established a fair, impartial rotation for the assignment of work to each of the prequalified firms.

As a requirement of the land acquisition process of the Doris and Patterson property for the development of a new Middle School Academy and K-5 elementary school, the Oxnard School District is required to prepare an Environmental Impact Report addressing the environmental impacts of the project on the surrounding community.

The District, in consultation with CFW, recommends issuing Work Authorization Letter (WAL) #005 to Tetra Tech to perform an Environmental Impact Report for the proposed Doris and Patterson new Academy site. Under this WAL assignment, Tetra Tech will determine the project impact with respect to fourteen different evaluation criteria, and provide coordination assistance with Ventura County Local Agency Formation Commission (LAFCO)

The Work Authorization Letter is issued pursuant to and consists of:

Master Agreement **#13-132**  
WAL **#005**  
Consultant: **Tetra Tech**  
Date Issued: **12/9/2015**  
Not To Exceed Amount: **\$178,370.00**

The attached WAL and proposal from Tetra Tech describes the scope of services. Tetra Tech's proposal for the services is attached for the Board's reference. The WAL calls for the preparation of an Environmental Impact Report and related consulting services to the District through, and in compliance with, the California Environmental

Quality Act, its rules and regulations and procedures for CEQA approval related to the proposed project.

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**FISCAL IMPACT:**

The Environmental Impact Report and related consulting services will be completed for a lump sum fixed fee of:

**One Hundred Seventy-Eight Thousand Three Hundred Seventy Dollars [\$178,370.00].**

The work performed pursuant to the WAL will be funded by Measure “R” and is coded to District’s Account 6171– Site Costs – Environmental.

These proposed services represents a deviation from the approved budget established in the Facilities Improvement Plan that will be amended and updated in the December 2015 Semi-Annual Update.

**RECOMMENDATION:**

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It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters, that the Board of Trustees approve WAL #005 for preparation of an Environmental Impact Report and related consulting services per Master Agreement #13-132 with Tetra Tech.

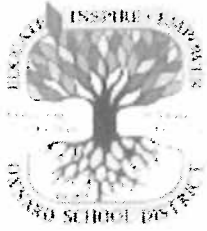
**ADDITIONAL MATERIAL(S):**

- WAL #005, Tetra Tech (1 Page)
- Proposal from Tetra Tech (15 Pages)
- Master Agreement #13-132, Tetra Tech (36 Pages)

**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***





**WORK AUTHORIZATION LETTER**

**GENERAL INFORMATION**

<b>PROJECT #:</b> Land Acquisition	<b>DATE:</b> 9-Dec-15
<b>SITE NAME:</b> Doris/Patterson New M.S. Academy Site	<b>DSA #</b> N/A
<b>MASTER AGREEMENT #:</b> 13-132	<b>OPSC #</b> N/A
<b>WAL #:</b> 005	<b>VENDOR ID:</b>

**PURSUANT TO MASTER AGREEMENT BETWEEN:**

DISTRICT	CONSULTANT	
<b>OXNARD SCHOOL DISTRICT</b> 1051 South A Street Oxnard, CA 93030 (805) 385-1501	<b>Firm Name:</b> TetraTech, Inc.	<b>Street:</b> 5383 Hollister Ave., Suite 130
	<b>City, State, Zip:</b> Santa Barbara, CA 93111	
	<b>Phone:</b>	(805) 681-3100

**SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL**

To prepare an Environmental Impact Report of the proposed New Academy Site. The environmental analysis will be prepared in full compliance with CEQA, and CEQA guidelines (California Code of Regulations, Title 14, Sections 15000 - 15387 [As amended January 4, 2013])

**SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL**

<b>START DATE:</b> 19-Dec-15	<b>COMPLETION DATE:</b> 19-Dec-16
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**FIXED FEE AMOUNT: One Hundred Seventy Eight Thousand Three Hundred Seventy Dollars \$178,370.00**

*This fee amount is based upon Consultant's proposal dated 29-Oct-15 and subsequent negotiations mutually agreed to by all parties*

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

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

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

DISTRICT	CONSULTANT	
<b>OXNARD SCHOOL DISTRICT</b>	<b>CONSULTANT</b>	
(SIGNATURE)	(DATE)	(SIGNATURE) <i>Mase</i>
		(DATE) <i>11/11/15</i>

**FOR DISTRICT USE ONLY**

<b>PROJECT MANAGER:</b> Greg Grant	<b>PREPARED BY:</b>
<b>P.O. #</b> P15-02901	<b>P.O. AMOUNT:</b>
<b>SOURCE OF FUNDS:</b> <input checked="" type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input type="checkbox"/> OTHER _____	
<b>COST ID:</b> 6160	

*Greg Grant*  
(PM APPROVAL SIGNATURE)

*11/09/2015*  
(DATE)

**SPECIAL INSTRUCTIONS:**



October 29, 2015

M-2208Rev2  
100-SBA-P150022

Mr. Greg Grant  
Caldwell Flores Winters, Inc.  
1901 S. Victoria Avenue, Suite 106  
Oxnard, California 93035

Subject: Updated Revised Proposal to Prepare an Environmental Impact Report for the Oxnard School District's Proposed New Elementary School and Academy Project located within the proposed Teal Club Specific Plan Area.

Dear Greg:

Tetra Tech, Inc. (Tetra Tech) is pleased to present this updated revised proposal to prepare an Environmental Impact Report (EIR) for the Oxnard School District's (OSD's) proposed K-5<sup>th</sup> grade Elementary School and 6<sup>th</sup>-8<sup>th</sup> grade Middle School Academy project (hereafter referred to as the Site or Project). The project site includes 25-acres at the corner of Doris Avenue and North Patterson Road in the County of Ventura and within the sphere of influence of the City of Oxnard. The project site is located within the proposed Teal Club Specific Plan area. However, OSD intends to move forward with the school project regardless of the outcome of the Specific Plan. The City of Oxnard (City) 2030 General Plan land use map identifies the project site for public/semi-public, park, and open space. The project is designated as Agricultural Urban Reserve (40 acre minimum) in the Ventura County General Plan.

The proposed project will include joint-use facilities to support a K-5 elementary school and a grade 6-8 middle school academy separated by playfields. The middle school is anticipated to have around 1,200 students and the elementary school would have 600-900 students. A complete site plan is not currently available. The proposed school facilities are anticipated to include:

- Classrooms;
- Joint Administration/Library;
- Multi-Use facility with cafeteria;
- Gymnasium;
- Parking Lots and drop off area; and
- Turfed Athletic Fields.

OSD is moving forward with the proposed project regardless of the outcome of the Teal Club Specific Plan and is seeking the preparation of the necessary CEQA (California Environmental Quality Act) documentation, anticipated to be an Initial Study/Notice of Preparation (IS/NOP) and EIR to support the project.

Tetra Tech, Inc.

5383 Hollister Avenue, Suite 130, Santa Barbara, CA 93111  
Tel 805.681.3100 Fax 805.681.3108 [www.tetrattech.com](http://www.tetrattech.com)

## **SCOPE OF WORK**

### **TASK 1 – CEQA DOCUMENT PREPARATION**

OSD requires environmental analysis documents that are in full compliance with CEQA and the CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000-15387 [As amended January 4, 2013]). Tetra Tech will complete Task 1 - CEQA Document Preparation as required by CEQA in the following subtasks:

- Task 1.1 – Revise Initial Study (IS)/Notice of Preparation (NOP) and Scoping;
- Task 1.2 – Administrative Draft Environmental Impact Report (EIR);
- Task 1.3 – Public Draft EIR;
- Task 1.4 – Draft Response to Comments;
- Task 1.5 – Response to Comments and Final EIR;
- Task 1.6 – Public Meetings and Public Notices; and
- Task 1.7 – Ventura Local Agency Formation Commission (LAFCO) and Other Agency Coordination.

For this project, Tetra Tech will utilize information presented in environmental documentation prepared to date for the Teal Club Specific Plan Area, and any other relevant available environmental documentation. Additionally, Tetra Tech will utilize the County of Ventura’s and City of Oxnard’s plans and policies governing land use and development for the Site and vicinity to determine consistency of the proposed project with existing County and City plans and policies.

#### **Task 1.1 – Revise Initial Study/Notice of Preparation (IS/NOP) and Scoping**

**Planning and Coordination/Initial Meetings.** Tetra Tech will conduct one site visit and interview project engineers, project proponents, and OSD Staff to gather information related to the proposed project. Tetra Tech will attend a kick-off meeting. We will also plan to attend two meetings with the Developer and/or their CEQA consultant to assist in scoping this proposed project. Throughout the work effort, Tetra Tech will prepare meeting notes for any face-to-face meetings, which will be submitted electronically, via e-mail, for all attendees. Tetra Tech will also contact relevant governmental agencies to obtain information necessary to prepare the IS.

Tetra Tech will be provided a copy of the draft Initial Study (IS) that was prepared for a 20 acre middle school project and will update the IS to reflect the current project (25 acre elementary and middle school campus). This will include preparing a new project description and revising the resource topics sections as needed to reflect the increased project area. If warranted, Tetra Tech will make recommendations for additional technical studies. The necessity for these technical studies typically varies with the project, the proposed site location, and availability of existing information. Tetra Tech will utilize existing technical studies for the site to the extent feasible, including those prepared for the Teal Club Specific Plan EIR. Tetra Tech will attend and participate in meetings, as requested by the OSD, planned to include a kick-off

meeting, two meetings of the OSD Staff and/or Board, one public scoping meeting to be conducted during the 30-day NOP comment period (if desired), and the OSD public hearing to certify the EIR.

**Draft/Final NOP.** Tetra Tech will prepare a Notice of Preparation (NOP). Per CEQA Guidelines Section 15082, the NOP is to include a description of the project, project location, and probable environmental effects of the project. Combining the IS and NOP and incorporating project exhibits, Tetra Tech will prepare a Draft IS/NOP for review and approval by OSD. Environmental resources for which no significant impacts are expected will be identified. Topics requiring further evaluation in the EIR will also be identified. The Final IS/NOP will incorporate all of OSD's comments on the Draft IS/NOP. 50 copies will be reproduced and distributed via certified mail to agencies and other interested parties on the IS/NOP distribution list.

### **Task 1.2 – Administrative Draft Environmental Impact Report (EIR)**

**Administrative Draft EIR.** Tetra Tech will prepare the Administrative Draft EIR for review by OSD. The Administrative Draft EIR will include an introduction; project description; description of effects found not to be significant (if applicable); analysis of each issue area analyzed in the EIR, planned to include a description of the existing conditions, an analysis of project impacts, environmental determination, and mitigation measures as applicable; alternatives analysis; other required CEQA EIR sections as well as references, persons/agencies contacted, and a list of preparers. It is anticipated that the following impact categories could be screened out with analysis and discussion in the IS, and may not require further discussion in the EIR:

- Mineral Resources
- Recreation

Specific topical areas to be addressed in the EIR are as follows:

**Aesthetics and Visual Resources.** An aesthetic and visual impact evaluation of the proposed school site will be performed. Characterizing aesthetic impacts can be highly subjective; therefore, evaluation of aesthetic resources in the landscape requires objectively identifying the visual features of the landscape and determining their importance and sensitivity of receptors that view them. This process includes: 1) identifying sensitive receptors who have views of the project site and then determining the relative importance of these views; 2) identifying and qualitatively evaluating the project-related changes in the aesthetic character of the site and surrounding area, based on the modification of the physical conditions and the viewer sensitivity; 3) analyzing policies to determine the project's consistency with relevant local, state and/or federal land use policies; and 4) determining light and glare impacts by comparing existing light sources with proposed project conditions. It is anticipated that visual simulations depicting before and after conditions will not be required and are not included in this scope of work.

**Agriculture and Forestry Resources.** Direct and indirect impacts associated with conversion of agricultural land to non-agricultural use will be evaluated. Impacts on agricultural resources will be assessed based on parcel size, soil type, water availability, agricultural suitability, crop or agricultural use, existing and historic use, and agricultural preserve potential. The State Important Farmlands map will be reviewed and the project site will be characterized. Impacts of locating a school near agricultural operations will be also discussed including the Ventura County Agricultural/Urban Buffer Policy and Farming Near Schools, A Community Guide for Protecting Children. School projects within 300-feet of



agricultural operations will require a meeting by the County's Agricultural Policy and Advisory Committee (APAC) and Tetra Tech will be available to assist with this as needed, per Task 1.7 below.

**Air Quality and Greenhouse Gas Emissions.** An Air Quality/Greenhouse Gas analysis will be conducted to support the Air Quality and Greenhouse Gas Emissions sections of the EIR. Tetra Tech will consult with the Ventura County Air Pollution Control District to identify both permitted and non-permitted facilities and other significant pollution sources within 0.25 mile of the proposed school site.

**Biological Resources.** Certain special-status species (i.e., listed species and California Species of Special Concern) do frequent agricultural lands. Tetra Tech will assess the potential presence of and impacts on sensitive biological resources including sensitive species or jurisdictional waters of the United States and will document the results in the biological resource section of the EIR.

**Cultural Resources.** Tetra Tech will conduct a cultural resources records search with the California Historic Resources Information System (CHRIS) and incorporate the results into the EIR section. This scope assumes that there is not a publicly available cultural resource report for the project site. A Sacred Lands File (SLF) search from the Native American Heritage Commission (NAHC) was already conducted for the Teal Club Specific Plan area and Native American cultural resources were not identified (NAHC NOP Response Letter to SCH#200508112, May 21, 2012). Therefore, a new SLF search is not proposed in this scope of work. Per AB 52, tribal consultation may be required and Tetra Tech would be available to assist with this task as authorized by OSD as part of Task 1.7 below.

**Geology/Soils.** Review of the following relevant geologic and geotechnical data (as available) will be conducted to support the Geology/Soils section of the EIR: geologic maps and literature, geotechnical data, hydrogeologic data, and seismotectonic data, historical aerial photographs, and readily available flood zone maps. Relevant information from the Geohazard Study report for the Proposed Teal Club Middle School Academy prepared by Koury (February 2014) and the Geotechnical investigation prepared by Geolabs- Westlake Village for the Teal Club Specific Plan Area (February 4, 2004) will also be incorporated.

**Hazardous Materials.** The Phase I Environmental Site Assessment for the Site prepared by Ninyo & Moore (March 2015), will be reviewed: geologic and hydrogeologic literature, historic aerial photographs and topographic maps of the Site and surrounding area; Site reconnaissance data and results of interviews with the current Site owners; evaluations of on-site hazardous substances use, storage, and/or disposal; information concerning interaction with applicable municipal, regional, and State agencies regarding review of available records and permits. Acquisition and review of a regulatory agency database report is also planned to occur within 6 months of EIR release for public comment.

Tetra Tech will also evaluate the potential hazardous material/hazardous waste-related impacts for the proposed project, summarize investigations of past and present hazardous or solid waste sites on the property and/or any hazardous substance releases, identify above or underground pipelines that carry hazardous substances as well as any facilities within 0.25 mile of the site to fulfill requirements of Sections 21151.4 and 21151.8 of the CEQA statute. This will include a discussion of the one high pressure natural gas pipeline and one high volume water pipeline located within 1,500 feet of the proposed project. Discussion of the nearby airport and railroad facilities will also be incorporated. Relevant information from the Aircraft Hazard and Land Use Risk Assessment (Revised) for the Teal Club Specific Plan and Nearby Parcels will be incorporated.

**Hydrology and Water Quality.** Potential project impacts on water quality standards, groundwater supply, and surface runoff will be evaluated along with potential impacts from flooding. Tetra Tech will utilize relevant information from the Final Water Supply Assessment and the Preliminary Drainage Report prepared for the Teal Club Development.

**Land Use and Planning.** Tetra Tech will review the project for consistency with the County of Ventura's, City of Oxnard's, and Ventura LAFCO's plans and policies. In addition, since the project site is located within the vicinity of Oxnard Airport, land use policies in the Airport Comprehensive Land Use Plan for Ventura County and land use policies related to locating schools near airports in the California Airport Landuse Planning Handbook will be incorporated.

Land Use and Planning in the EIR is expected to be a complex issue for the proposed school site. The project site is located within the County of Ventura within the City of Oxnard's CURB [City Urban Restriction Boundary] and SOI [Sphere of Influence]. In addition, the project site is also within City Buffer Boundary (CBB) based on review of the City of Oxnard Jurisdictional Boundaries Map. Save Open-Space and Agricultural Resources (SOAR) established a CBB that lies outside of the CURB line and is coterminous with the Oxnard Area of Interest.

The location for the middle and elementary school project is within the proposed Teal Club Specific Plan (Specific Plan) area. The Teal Club Specific Plan is currently undergoing environmental review. The Specific Plan project includes a General Plan Amendment, Annexation, Specific Plan, Rezone and Subdivision. The proposed 25 acre school project does conflict with the land uses identified in the proposed Specific Plan. Given the District plans to build a 25-acre school which is more than the 8-acre site identified in the proposed Specific Plan, it is likely that the Specific Plan will require revision. Substantial revisions to the Teal Club Specific Plan would also require re-circulation of the Teal Club draft EIR.

It is our understanding that OSD intends to move forward with developing school facilities at the project site regardless of the outcome of the proposed Teal Club Specific Plan in order to accommodate existing student demand. The EIR land use section will address these various land use topics including consistency with land use plans and policies and compatibility with surrounding uses.

**Noise.** A Noise technical analysis will be prepared to support the Noise section of the EIR. The acoustical analysis will document the location of any sensitive noise receptors and estimate traffic noise for the existing environment and proposed project. The Noise EIR section will address noise impacts typically associated with a school project and suggest mitigation measures for any significant short-term or long-term impacts.

**Population and Housing.** No impacts in terms of displacement of existing housing or displacement of substantial numbers of people are anticipated. Impacts related to inducement of substantial population growth in the area will be analyzed for the proposed project.

**Public Services.** The availability and non-cost-related impacts of proposed projects on public services will be presented. These services include fire, police, and medical services.

**Transportation/Traffic.** A traffic impact study will be prepared for the proposed project by Stantec Consulting Services, Inc. (Stantec) under subcontract to Tetra Tech. It is our understanding that the majority of middle school students would be bused to school. The traffic study will include analysis of up



to 8 intersections and will estimate traffic generated by the proposed project. Level of Service (LOS) calculations will be done for existing conditions, cumulative conditions and 2030 General Plan conditions with, and without, the proposed project. Feasible mitigation measures will be identified when applicable. In addition, the report will review the project site access and circulation plan including bicyclist and pedestrian access and safety. A review of emergency access and the parking plan will be conducted and recommendations for improvements (if need) will be done. The report will also recommend safe route to school and drop-off/pickup areas. Tetra Tech will utilize the traffic report for the preparation of the EIR traffic section.

It is our understanding that the traffic study for the Teal Club Specific Plan (also prepared by Stantec) may be updated to include new traffic counts. Should this be the case, we will attempt to coordinate with the Developer and their CEQA consultant for Teal Club to share costs associated with new traffic counts for relevant study intersections for the school project. The traffic study is currently scoped as time and materials and we hope this additional coordination may save the District money.

**Utilities/Service Systems.** Potential impacts on potable water treatment and distribution, wastewater collection and treatment, storm water collection and discharge, electricity, natural gas, and solid waste from the proposed project will be evaluated. Tetra Tech will also review the Teal Club Development Infrastructure Review and incorporate relevant information.

**Other CEQA.** The Administrative Draft EIR will also address growth-inducing impacts, significant unavoidable adverse impacts, and effects found not to be significant.

**Alternatives.** Tetra Tech will work with OSD to identify a reasonable range of project alternatives. We will evaluate up to three project alternatives including the no project alternative. Examples of potential alternatives include a smaller project and/or another location. This may also include an alternative site within the Teal Club Specific Plan area.

**Task 1.3 – Public Draft EIR.** Tetra Tech will respond to comments on the Administrative Draft EIR, complete necessary revisions, and publish the Draft EIR for public review. This scope assumes one round of review. Tetra Tech will then reproduce 50 copies of the Draft EIR (10 copies for OSD and 40 copies for public distribution) with EIR Appendices on CD. Tetra Tech will also reproduce 15 copies of the EIR Executive Summary with accompanying CDs of the Draft EIR and EIR Appendices and submit to the State Clearinghouse.

**Task 1.4 – Draft Response to Comments.** Tetra Tech will prepare written responses to comments received on the Draft EIR that raise significant environmental issues. The fee estimate for this task does not include new analysis, issues, alternatives, or substantial project changes.

**Task 1.5 – Response to Comments and Final EIR.** Tetra Tech will complete revisions to the Draft Response to Comments (one round of review) and include the finalized version in the Final EIR. The Final EIR will consist of the Draft EIR; final version of the Response to Comments; and a Mitigation, Monitoring, and Reporting Program (MMRP). Tetra Tech will prepare project Findings and Statement of Overriding Considerations and will draft a resolution to be reviewed by OSD legal staff. This scope of work includes one round of review and revisions of the Findings and Statement of Overriding Considerations and draft resolution.

**Task 1.6 – Public Meetings and Public Notices.** Tetra Tech will assist in the preparation for and attend one public meeting/hearing for the proposed school project after the public review period has ended in order to approve and certify the EIR. Tetra Tech will also prepare one public notice for hearing notification. The notice would be published in two local newspapers (English and Spanish) for one day, and posted on the OSD’s internet website.

**Task 1.7 Ventura LAFCO and Other Agency Coordination.** Given the complexity of the land use requirements and multiple agency jurisdictions, Tetra Tech will be available to assist OSD with agency coordination to obtain project approvals. This task is anticipated to include Ventura LAFCO, Caltrans Division of Aeronautics, FAA and the County’s Agricultural Policy Advisory Committee. Other agencies may be added as authorized by OSD. Tetra Tech staff will be available on-call to address District planning needs and have allocated up to 144 hours for this task.

Tetra Tech will help with the coordination with the City of Oxnard and Ventura LAFCO regarding annexation into the City of Oxnard and any needed special districts (such as Calleguas Water District). Tetra Tech will gather necessary information to support the LAFCO application including, but not limited to the following elements:

- Project description;
- Proof of OSD’s interest in the project Site;
- Vicinity map;
- Applicable project and site plans; and
- Other requested information that can be readily obtained.

Agency filing fees including LAFCO filing fees and associated fees with Ventura County are not included in this scope. School projects within 300-feet of agricultural operations will require a meeting by the County’s Agricultural Policy and Advisory Committee (APAC) and Tetra Tech will be available to assist with this as needed.

The project site is also located within Safety Zone 6 (Traffic Pattern Zone) for Oxnard Airport and additional coordination with Caltrans Division of Aeronautics, FAA, and the Ventura County Airport Land Use Commission is anticipated.

## **KEY PROJECT PERSONNEL**

**Mr. Randy Westhaus (Project Manager)** will provide technical oversight and project management for this project. Mr. Westhaus is a Registered Mechanical Engineer in California (California Certificate No. 25171) with over 35 years’ experience in the environmental field. He has extensive managerial and technical experience performing Phase I ESAs, PEAs, geotechnical/geologic hazards investigations, and CEQA document preparation for school projects in California including several in Ventura County.

**Ms. Emilie Johnson, AICP (CEQA Specialist)** has worked at Tetra Tech for over 5 years and has over 24 years’ experience in CEQA and National Environmental Policy Act (NEPA) document preparation, providing representation at public hearings and presentations, and governmental coordination. Ms. Johnson’s experience in CEQA/NEPA document preparation includes large, complicated, controversial environmental compliance documents and general plan/long-range planning documents. She has managed and participated in projects that have included the development of public school facilities;



residential communities; roadway, water, wastewater, and fiber optic infrastructure facilities; utility-scale solar and wind facilities; residential and patient health care facilities; and off-road vehicular recreation areas. Ms. Johnson has managed and participated in large, multidisciplinary project staffs of scientific, engineering, and technical personnel on projects involving knowledge of and experience dealing with CEQA/NEPA, Clean Water Act, Clean Air Act, National Historical Preservation Act, Endangered Species Act, and multiple State and local regulations and related issues.

**Ms. Renee Longman, AICP, LEED-AP BD+C (CEQA Specialist).** Ms. Longman is an urban and environmental planner with extensive experience in the preparation and management of CEQA/NEPA technical documents, permitting, and coordination with government and regulatory agencies. She has worked on a variety of projects including transportation, energy (Solar, Wind, Power Plants, and Oil & Gas), mixed-use, educational (K-12 and higher education), industrial, and public works. As a planner, she works with public agencies in the identification of existing land use conditions, analyzing a proposed project for compatibility with existing land uses, and assessing the consistency of a proposed project with relevant planning policies and regulations. Ms. Longman also has experience in preparing aesthetics studies for environmental documents, zoning compliance, design review, and public outreach efforts including public workshops and community meetings

**Mr. James R. Steele (Geology Soils/Hazardous Materials)** is a California Professional Geologist, (No. 5963), Certified Engineering Geologist (No. EG 1906), and California Certified Hydrogeologist (No. HG 247) with over 27 years' experience performing engineering geology studies and environmental assessments. Mr. Steele has extensive experience managing and performing PEAs, Phase I GEHAs, and Geohazard Assessment/Geotechnical Soil Investigations for proposed school sites throughout California including Ventura County. He is thoroughly familiar with regulatory agency guidelines and requirements for school construction projects, and has extensive experience working with CDE, DTSC, CGS, and DSA.

**Mr. Steve Dodson, P.G. (Geology/Soils/Mineral Resources/Risks/Hazardous Materials)** is a geologist with 21 years' experience with Tetra Tech performing Phase I ESAs, PEAs, contaminated groundwater site investigations, groundwater monitoring program implementation, large scale fuel impacted site remediation, and oil field assessments. Mr. Dodson's expertise extends to site investigations including site work plan preparation, field program implementation, geologic and chemical data acquisition and interpretation, analytical data interpretation and reduction, and report preparation. Mr. Dodson has experience assessing sites with soil, groundwater, and surface water contamination including metals, chlorinated solvents, pesticides, PCBs, dioxins, furans, and fuel components. Mr. Dodson has experience supervising field operations for large scale soil remediation projects. Mr. Dodson is also a member of Tetra Tech's Schools Program and has participated in numerous projects for school districts throughout California including Phase I ESAs, PEAs, Supplemental Site Investigations, Removal Action Work Plans and CEQA documents.

**Mr. Tim Tringali (Hydrology/Water Quality)** is an environmental scientist and Project Manager with nearly 15 years of experience in a variety of water quality-related issues for federal, State, and local entities. Mr. Tringali is currently managing sampling, deliverables, and compliance for the Phase II Storm Water Management Program, the Phase I Storm Water Industrial program, Ambient Water Quality Program, and the Non-Point Source Program at Vandenberg AFB, California. Mr. Tringali is a U.S. Environmental Protection Agency (EPA) inspector for California-Wide Phase I Municipal Storm Water Audits, which includes coordination with State and local regulatory agencies, and production of final



audit report. Mr. Tringali has also assisted the CCRWQCB with the review of storm water management plans associated with Region 3 school districts.

### **SUBCONTRACTORS**

Tetra Tech has established long-term working relationships with a variety of subcontractors who provide services for our school site projects. For this project, we plan on using Stantec to prepare a traffic impact study for this CEQA document. Stantec (formerly Penfield and Smith) has been providing quality services in California since 1946 and is a full-service engineering consulting firm specializing in traffic engineering, transportation planning, traffic signal design, parking and Caltrans processing as well as civil engineering, surveying and mapping, civil structures engineering and other services.

### **PROJECT SCHEDULE**

An EIR can generally be prepared within a 12-month time frame, which includes a 45-day public comment period. Involvement in a LAFCO annexation effort and potential general election will add 4 to 6 months to the general timeline, extending the process to approximately 18 months. Public meetings/hearings will be held at times coordinated with OSD. A schedule for the proposed OSD Middle School Academy EIR is presented in Table 1.

**Table 1**  
**Proposed Schedule for the Proposed Middle School Academy IS/NOP and EIR**

<b>Deliverable</b>	<b>Schedule</b>
Kickoff Meeting	10 days after Notice to Proceed
Revised Draft IS	10 days after kickoff meeting
Notice of Preparation	10 days after kickoff meeting
Comments from OSD requested	15 days after receipt of Administrative Draft IS/NOP
Final IS/NOP	15 days after receipt of comments from OSD
Distribute IS/NOP	15 days after receipt of comments from OSD
Project Scoping Meeting (if held)	During 30-day NOP Comment Period
Administrative Draft EIR	90 days after completion of Final IS
Comments from OSD requested	15 days after receipt of Administrative Draft EIR
Notice of Completion/Notice of Availability	Publish in conjunction with release of Public Draft EIR
Public Draft EIR	15 days after receipt of comments from OSD
Public Comment Period	45 calendar days
Response to Comments	30 days after conclusion of public comment period and receipt of all comments
Administrative Draft Final EIR for review by OSD	30 days after conclusion of public comment period/receipt of all comments
Comments from OSD requested	15 days after receipt of Administrative Draft Final EIR
Final EIR for distribution	15 days after receipt of comments by OSD
Certification of Final EIR	10 days after Final EIR distributed
Notice of Determination	Within 5 days of Final EIR certification

Note: The schedule days are working days unless specified otherwise.

### **ASSUMPTIONS**

Several assumptions have been made in developing this proposal and cost estimate that if not valid, will constitute a change in the scope of work, requiring an adjustment in project cost. We will notify you of any such changes in writing. Assumptions and limitations to our scope of work are:

- The available site data are accurate and do not require excessive verification.
- The site is readily accessible.
- There will be no requirement to assess groundwater conditions beneath the site.
- There are no wetlands or other sensitive habitats or special-status species located within the proposed site. Costs to provide detailed biological surveys, special-status species

surveys, or agency consultations are not included in this cost estimate.

- Tetra Tech will review the IS and make revisions as needed to address the current project scope including the increased project size (additional five acres). Once the IS has been updated, some of the 17 resource areas may be eliminated from further analysis within the EIR. This cost estimate has assumed that all 17 resource areas will be addressed within the provided IS (along with mandatory findings of significance), only minor revisions will be needed to environmental resource topics, and only two issue areas (mineral resources and recreation) will be excluded from the EIR.
- Tetra Tech assumes that only a preliminary amount of research and analysis will be performed during the revision of the IS. Technical studies will not be completed for the IS. Recommendations for additional technical studies will be assessed during review and revision of the IS.
- Two public notices (NOA and public meeting to certify EIR) will be published in two local newspapers (English and Spanish) and will be paid for by OSD directly. The two public notices and the EIR executive summary will be translated into Spanish. We have assumed that OSD will be responsible for translating the two public notices and EIR executive summary into Spanish. We have also assumed that OSD will provide a Spanish translator for the public meeting. Costs to publish the two notices and translate any documents or meetings into Spanish are not included in this cost proposal.
- The IS is anticipated to be 50 pages and the EIR is anticipated to be 300 pages. Ten hard copies of the Draft IS, Final IS, Administrative Draft EIR, Public Draft EIR and Final EIR will be prepared for OSD. Forty hard copies of the Public Draft EIR will be prepared and distributed to the mailing list. Fifteen copies of the Public Draft EIR executive summary and 15 compact discs (CDs) of the Public Draft EIR and Appendices will be sent to the State Clearinghouse. A PDF copy of each version of the CEQA documents will also be provided to OSD.
- The Tetra Tech Project Manager and Principal Environmental Planner will attend one kickoff meeting, two project meetings, one scoping meeting (if held), and one public hearing in Oxnard related to the CEQA document. It is assumed that only limited public comments will be received on the Public Draft EIR and that no more than 76 total hours by CEQA and technical specialists will be required to prepare the Administrative Draft Response to Comments. OSD will pay any CEQA filing fees with the State Clearinghouse, CDFW, Ventura County Clerk, and other agencies; these costs have not been included in the proposal.
- No surveys for special-status species or special studies are included (wetlands delineations, burrowing owl surveys, etc.). Costs for biologists to attend any site visits with agency personnel or attend any meetings are not included. Results will be incorporated into the EIR Section and does not include a stand-alone biological resources report. Tetra Tech will have access to the project areas. In areas that are not accessible, binoculars will be used. If special-status species are observed, Tetra Tech will be required to report the data to the applicable regulatory agencies, which may include the USFWS and CDFW. Costs to purchase historical aerial photographs have not been included. No changes to the project footprint will occur once the project has been started.

- Alternative analysis will include up to 3 alternatives including the no project alternative.
- No air modeling/risk assessment is required.
- This scope of work does not include preparing an Aircraft Hazard and Land Risk Assessment.
- LAFCO coordination is limited to gathering relevant information to support the initial filing of the application. Once filed, additional support would be under a separate scope and cost as authorized.
- This scope does not include preparing legal descriptions and associated maps.
- Tetra Tech staff will be available on-call to address District planning needs and have allocated up to 144 hours for Task 1.7. Tetra Tech will advise OSD of the time spent at regular intervals. This task does not include the preparation of new technical studies or analysis.
- This cost estimate is based on our understanding of the current regulatory framework for the Site. Should regulations change or if additional regulatory requirements are imposed, the project work scope and costs may need to be modified.
- If significant changes to the proposed project description occur, additional costs may be incurred.

## **ESTIMATED PRICE**

Tetra Tech proposes to perform Tasks 1.1 through 1.7 as described above, on a time and materials basis for a Not-to-Exceed price of \$178,370. Our price estimate is included in Table 2. Our price is based on an assumed level of effort that may vary depending on the ease of Site access and field conditions. Table 3 contains a summary of our time and materials labor rates. Additional out of scope services, meetings, or reports that are requested by the OSD will be billed on a time and materials basis.

## **LIMITATIONS**

Services performed by Tetra Tech under our contract will be conducted in a manner consistent with the *level of care and skill ordinarily exercised by members of the profession currently practicing in the same general area under the same general conditions*. No other representation and no warranty or guarantee, expressed or implied, is included or intended in this proposal or in any subsequent report, opinion, or document.

*The OSD should recognize that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, carefully implemented with the appropriate equipment and experienced personnel under the direction of a trained and registered professional who functions in accordance with a professional standard of care, may fail to detect certain conditions because they are hidden, and therefore cannot be considered in the development of a subsurface exploration program. The passage of time must also be considered, and the OSD should recognize that due to natural occurrences or direct or indirect human intervention at the site or at areas distant from it, actual conditions might change quickly. It should further be recognized that nothing can be done to eliminate risks altogether, but certain techniques can be applied by Tetra Tech to help reduce them to that level deemed tolerable by the OSD. In any event, the scope of services provided by Tetra*



Tech must be that which the OSD agrees to or selects in light of personal risk preferences and other considerations.

### **CONTRACTUAL TERMS AND CONDITIONS**

We propose to perform these services in accordance with Master Services Agreement #13-132 between OSD and Tetra Tech and the agreed scope of services in this revised proposal. Tetra Tech will begin implementation of the proposed scope of work immediately following receipt of written authorization from you acknowledging your acceptance of this revised proposal and a work authorization letter from OSD.

If you have any questions regarding our revised proposal, please contact Randy Westhaus at (805) 681-3101 or by email at [randy.westhaus@tetrattech.com](mailto:randy.westhaus@tetrattech.com). We appreciate this opportunity to present our revised proposal for your very important new school project.

Sincerely,

**TETRA TECH, INC.**

A handwritten signature in black ink that reads 'Emilie L. Johnson'.

Emilie L. Johnson, AICP  
Principal Environmental Planner

A handwritten signature in black ink that reads 'Randy T. Westhaus'.

Randy T. Westhaus, P.E.  
Project Manager/California Schools  
Director

Attachments: Table 2 – CEQA Price Estimate  
Table 3 – Time and Material Rates

cc: Campbell, J. (Tt SMX)  
Longman, R. (Tt SBA)

**Table 2**  
**Price Estimate\_Rev 2**  
**Prepare an Environmental Impact Report for the Oxnard School District's Proposed Academy Site located within the Teal Club Development**  
**October 29, 2015**

LABOR Category	Rate	Task 1.1 - Revise Initial Study (IS)/Notice of Preparation (NOP) and Scoping		Task 1.2 - Administrative Draft Environmental Impact Report (EIR)		Task 1.3 - Public Draft EIR		Task 1.4 - Draft Response to Comments		Task 1.5 - Response to Comments and Final EIR		Task 1.6 - Public Meetings and Public Notices		Task 1.7 (Optional) - Ventura LAFCO Coordination		TOTAL	
		Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount
Director	\$211	14	\$2,956	20	\$4,222	8	\$1,689	8	\$1,689	10	\$2,111	8	\$1,689	16	\$3,378	84	\$17,734
Professional Geologist/Associate Director	\$173	4	\$692	35	\$6,052		\$-	4	\$692		\$-		\$-	43	\$7,436		\$-
Principal-Level CEQA Specialist	\$170	24	\$4,074	114	\$19,351	24	\$4,074	20	\$3,395	24	\$4,074	12	\$2,037	60	\$10,185	278	\$47,189
Principal-Level Engineer/Scientist	\$147		\$-	18	\$2,654		\$-		\$-		\$-		\$-	18	\$2,654		\$-
Mid-Level CEQA Specialist	\$94	32	\$3,021	168	\$15,863	36	\$3,399	32	\$3,021	52	\$4,910	12	\$1,133	60	\$5,665	392	\$37,013
Noise Specialist	\$141		\$-	40	\$5,644		\$-		\$-		\$-		\$-	40	\$5,644		\$-
Senior-Level Geologist/Project Manager	\$112	4	\$450	8	\$900	12	\$1,349	12	\$1,349	12	\$1,349		\$-	48	\$5,398		\$-
Senior-Level CEQA Specialist	\$126		\$-	10	\$1,262		\$-		\$-		\$-		\$-	10	\$1,262		\$-
Senior-Level Engineer/Scientist	\$108		\$-	52	\$5,627		\$-		\$-		\$-		\$-	52	\$5,627		\$-
Associate-Level Engineer/Scientist	\$71		\$-	38	\$2,701		\$-		\$-		\$-		\$-	38	\$2,701		\$-
Mid-Level Engineer/Scientist	\$98	4	\$390		\$-	16	\$1,562	12	\$1,171	12	\$1,171	12	\$1,171	56	\$5,466		\$-
Administration	\$77	8	\$620	12	\$929	4	\$310	4	\$310	4	\$310	4	\$310	40	\$3,098		\$-
Senior GIS Graphics/CADD	\$102	4	\$407	16	\$1,630	8	\$815	8	\$815	8	\$815		\$-	44	\$4,481		\$-
Junior-Level Word Processing/Publications	\$54	8	\$433	12	\$649	32	\$1,731	12	\$649	12	\$649	4	\$216	84	\$4,545		\$-
<b>TOTAL LABOR</b>		<b>102</b>	<b>\$13,043</b>	<b>543</b>	<b>\$67,485</b>	<b>140</b>	<b>\$14,929</b>	<b>112</b>	<b>\$13,092</b>	<b>134</b>	<b>\$15,389</b>	<b>52</b>	<b>\$6,556</b>	<b>144</b>	<b>\$19,754</b>	<b>1,227</b>	<b>\$150,248</b>
<b>OTHER DIRECT COSTS</b>		<b>Units</b>	<b>Amount</b>	<b>Units</b>	<b>Amount</b>	<b>Units</b>	<b>Amount</b>	<b>Units</b>	<b>Amount</b>	<b>Units</b>	<b>Amount</b>	<b>Units</b>	<b>Amount</b>	<b>Units</b>	<b>Amount</b>	<b>Units</b>	<b>Amount</b>
Reproduction	\$0.09	1,500	\$135	3,000	\$270	15,000	\$1,350	500	\$45	4000	\$360	500	\$45	500	\$45	25,000	\$2,205
Computer Usage per Hour	\$1.75	102	\$179	543	\$950	140	\$245	112	\$196	134	\$235	52	\$91	144	\$252	1,227	\$1,895
Cultural Record Search	\$600.00		\$-	1	\$600		\$-		\$-		\$-		\$-	1	\$600		\$-
Fex Ex	\$15.00		\$-	2	\$30	20	\$300	1	\$15	2	\$30	1	\$15	2	\$30	28	\$390
Mileage	\$0.58	400	\$230	480	\$276		\$-		\$-		\$-	480	\$276	240	\$138	1,600	\$782
<b>Subtotal ODCs</b>			<b>\$544</b>		<b>\$2,126</b>		<b>\$1,895</b>		<b>\$256</b>		<b>\$625</b>		<b>\$427</b>		<b>\$465</b>		<b>\$6,337</b>
<b>G&amp;A Cost on ODCs at 14.13%</b>			\$77		\$300		\$268		\$36		\$88		\$60		\$66		\$895
<b>Markup on ODCs at 0%</b>			\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$-
<b>TOTAL ODCs</b>			<b>\$620</b>		<b>\$2,427</b>		<b>\$2,163</b>		<b>\$292</b>		<b>\$713</b>		<b>\$487</b>		<b>\$531</b>		<b>\$7,233</b>
<b>SUBCONTRACTORS</b>			<b>Amount</b>		<b>Amount</b>		<b>Amount</b>		<b>Amount</b>		<b>Amount</b>		<b>Amount</b>		<b>Amount</b>		<b>Amount</b>
Traffic (Stantec)			\$-		\$16,300		\$-		\$2,690		\$-		\$-		\$-		\$18,990
<b>Subtotal on Subcontractors</b>			<b>\$-</b>		<b>\$16,300</b>		<b>\$-</b>		<b>\$2,690</b>		<b>\$-</b>		<b>\$-</b>		<b>\$-</b>		<b>\$18,990</b>
<b>Mark up on Subcontractors at 10%</b>			<b>\$-</b>		<b>\$1,630</b>		<b>\$-</b>		<b>\$269</b>		<b>\$-</b>		<b>\$-</b>		<b>\$-</b>		<b>\$1,899</b>
<b>TOTAL SUBCONTRACTORS</b>			<b>\$-</b>		<b>\$17,930</b>		<b>\$-</b>		<b>\$2,959</b>		<b>\$-</b>		<b>\$-</b>		<b>\$-</b>		<b>\$20,889</b>
<b>TOTAL ESTIMATED AMOUNT</b>			<b>\$13,663</b>		<b>\$87,842</b>		<b>\$17,092</b>		<b>\$16,343</b>		<b>\$16,102</b>		<b>\$7,044</b>		<b>\$20,285</b>		<b>\$178,370</b>

**Table 3**  
**Tetra Tech Time and Materials Rates**  
**Prepare an Environmental Impact Report for the Oxnard School**  
**District's Proposed Academy Site located within the Teal Club**  
**Development**  
**October 29, 2015**

<b>Labor Category</b>	<b>Hourly Billing Rate</b>
Vice President	\$234.46
Director	\$211.12
Professional Geologist/Associate Director	\$172.93
Principal-Level Engineer/Scientist	\$147.47
Principal-Level CEQA Specialist	\$169.74
Senior-Level CEQA Specialist	\$126.25
Mid-Level CEQA Specialist	\$94.42
Junior-Level CEQA Specialist	\$79.57
Senior-Level Geologist/Project Manager	\$112.46
Mid-Level Geologist/Project Manager	\$94.42
Junior-Level Geologist/Project Manager	\$79.57
Senior-Level Environmental Technician	\$101.85
Senior-Level Engineer/Scientist	\$108.21
Mid-Level Engineer/Scientist	\$97.60
Junior-Level Engineer/Scientist	\$79.57
Associate-Level Engineer/Scientist	\$71.08
Mid-Level Environmental Technician	\$93.36
Junior-Level Environmental Technician	\$71.08
Associate-Level Environmental Technician	\$61.53
Noise Specialist	\$141.10
Administration	\$77.45
Senior GIS Graphics/CADD	\$101.85
Graphics/CADD	\$97.60
Senior-Level Word Processing/Publications	\$90.18
Mid-Level Word Processing/Publications	\$80.63
Junior-Level Word Processing/Publications	\$54.11

**Notes:**

Rates Effective through September 30, 2016

Rates apply to normal working hours.

Subcontractors will be billed at cost plus 10% profit

Rates for field equipment are quoted upon request.

Out-year rates escalated at 3.0% per fiscal year (Oct through Sep)



**OXNARD SCHOOL DISTRICT  
AGREEMENT FOR CONSULTANT SERVICES  
(MASTER AGREEMENT – CEQA/DTSC COMPLIANCE)**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 13<sup>th</sup> day of November, 2013 by and between the **Oxnard School District** (“District”), with offices located at 1051 South A Street, Oxnard, CA 93030, and **Tetra Tech, Inc.** (“Consultant”) with a business address at 5383 Hollister Avenue, Suite 130, Santa Barbara, CA 93111. District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

**RECITALS**

A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Qualifications, the performance of certain services, with the precise scope of work to be specified at the time of assignment of work.

B. Following submission of a Statement of Qualifications for the performance of services, Consultant was prequalified by District to perform services on behalf of District that may be assigned, or not assigned, at the District’s sole discretion.

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

**OPERATIVE PROVISIONS**

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

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

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

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

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

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

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

**9. Responsibilities of Consultant:**

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

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

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

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

**10. Responsibilities of District.**

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

manner as District may determine appropriate, services similar or identical to those terminated to complete any unfinished Services or new services as needed by District.

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

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

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

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

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

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

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

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

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

21. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement and the WAL shall be considered confidential ("confidential information"). Consultant shall not release or disclose any such confidential information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of District and/or Program Manager, except as may be required by law. Confidential information does not include information that: (i) Consultant had in its possession prior to considering entering into this Agreement; (ii) becomes public knowledge through no fault of Consultant; (iii) Consultant lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; or (iv) is independently developed by Consultant without benefit of the information provided by District. In connection with confidential information:
- a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the WAL or the Services performed hereunder or the WAL.
  - b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.
22. **Conflict of Interest; Disclosure of Interest.** Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Consultant's performance of the Services under this Agreement or the WAL. Consultant further covenants that in the performance of this Agreement and the WAL, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of District. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement and the WAL.
- a. Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E, as hereinafter amended or renumbered, require that a consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant (i) represents that it has received and reviewed a copy of the Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E and that it [ ] does [X] does not qualify as a "designated employee"; and (ii) agrees to notify District, in writing, if Consultant believes that it is a "designate employee" and should be filing financial interest disclosures, but has not been previously required to do so by District.

RTW (Initials)

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

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

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

RTW (Initials)

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



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

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

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

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

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

RTW (Initials)

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

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

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

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

**To Consultant:** Tetra Tech, Inc.  
5383 Hollister Avenue, Suite 130  
Santa Barbara, CA 93111  
Attention: Randy Westhaus  
T: (805) 681-3100  
Email: randy.westhaus@tetratech.com

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

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

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

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

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

**OXNARD SCHOOL DISTRICT:**

**TETRA TECH INC.:**

*Lisa A. Franz*  
Signature

*Randy Westhaus*  
Signature

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

Randy Westhaus / Director  
Typed Name/Title

11-20-13  
Date

10/31/13  
Date

Tax Identification Number: 95-6002318

Tax Identification Number: 95-4148514

Not Project Related

Project #13-132

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-132**


**WORK AUTHORIZATION PROCEDURES**

**1. Assignment of Work Authorization**

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

Not Project Related

Project #13-132

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

Not Project Related

Project #13-132

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-132**

**COMPENSATION & RATE/FEE SCHEDULE**

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

**Table 3**  
**Estimated Costs to Provide Specific Services**

Type of Service	Price Range
CEQA - Initial Studies	\$5,000 to \$15,000
CEQA - NDs/MNDs	\$15,000 to \$50,000
CEQA - Environmental Impact Reports	\$50,000 to \$250,000
Phase I ESA	\$1,800 to \$6,000
Preliminary Environmental Assessments	\$10,000 to \$200,000
Human/Ecological Health Risk Assessments	\$2,500 to \$11,000

- Not Project Related  
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**Table 4  
Tetra Tech Time and Materials Rates  
Oxnard School District  
September 16, 2013**

<b>Labor Category</b>	<b>Hourly Billing Rate</b>
Vice President	\$221.00
Director	\$199.00
Professional Geologist/Associate Director	\$163.00
Principal-Level Engineer/Scientist	\$139.00
Principal-Level CEQA Specialist	\$160.00
Senior-Level CEQA Specialist	\$119.00
Mid-Level CEQA Specialist	\$89.00
Junior-Level CEQA Specialist	\$75.00
Senior-Level Geologist	\$106.00
Mid-Level Geologist	\$89.00
Junior-Level Geologist	\$75.00
Senior-Level Engineer/Scientist	\$102.00
Mid-Level Engineer/Scientist	\$92.00
Junior-Level Engineer/Scientist	\$75.00
Associate-Level Engineer/Scientist	\$67.00
Senior-Level Environmental Technician	\$96.00
Mid-Level Environmental Technician	\$88.00
Junior-Level Environmental Technician	\$67.00
Associate-Level Environmental Technician	\$58.00
Contract Management	\$133.00
Administration	\$73.00
Senior GIS Graphics/CADD	\$96.00
Graphics/CADD	\$92.00
Senior-Level Word Processing/Publications	\$85.00
Mid-Level Word Processing/Publications	\$76.00
Junior-Level Word Processing/Publications	\$51.00

Not Project Related

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**II. Consultant may utilize subcontractors as permitted in the Agreement and the WAL. The hourly rate for any subcontractor shall be consistent with the rate and fee schedule indicated in Section I above, unless other direction is provided with written authorization from District Superintendent or his/her designee.**

**III. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. Consultant may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by Consultant beyond the typical obligations under this Agreement and the WAL, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by District in writing and do not cause the amounts paid to Consultant to exceed the amounts allowed under this Agreement and the WAL. No mark-up of any expense is permitted. The following is the EXCLUSIVE list of reimbursable expenses:**

**A. Travel and Mileage. Consultant must request the travel in writing and justify why the travel should be reimbursed. Travel expenses must be approved in writing by District, in its sole discretion. Trips from any Consultant's office to District's office or to the subject project site will not be approved for reimbursement.**

**B. Reimbursable Reprographic Services. Print sets or copies requested in writing by District beyond the quantities required under the WAL.**

**C. Fees for Subcontractors. Fees for subcontractors hired and paid by Consultant at the written request of District and are permitted in the Agreement and the WAL.**

**D. Fees advanced for securing approval of public agencies having jurisdiction over any project hereunder.**

**IV. Consultant shall provide to District a complete Schedule of Values (SOV), identifying major work activities required to complete the authorized scope of work. All invoices must reflect the appropriate progress percentage for each SOV item billed, to be verified by District. District will compensate Consultant for the Services performed upon approval by District of a valid and complete invoice, in form and substance acceptable to District. See Exhibit G for required Invoice Approval Form and Billing Cover Sheet. The Billing Cover Sheet shall reflect the approved SOV. In connection with Services that are only partially completed at the time an invoice is paid, notwithstanding any provision of the Agreement, the WAL, or any other document, payment of the invoice does not constitute acceptance of the partially completed work or Service. Each invoice is to include:**

**A. Billing Cover Sheet/SOV with all appropriate progress percentages identified toward completion of the Services.**

**B. Acceptable back-up for billings shall include, but not be limited to:**

- a. Records for all personnel describing the work performed, the number of hours worked, and the hourly rate, for all time charged to the Services.**
- b. Records for all supplies, materials and equipment properly charged to the Services.**
- c. Records for all travel pre-approved by District and properly charged to the Services.**
- d. Records for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.**

Unless otherwise directed by District, in writing, completed invoices are to be submitted to the attention of the Director of Purchasing and the Assistant Superintendent, Business and Fiscal Services. To be considered complete, the invoice packet shall include all back-up documentation required by District and sign-off from District staff, Program Manager or project manager assigned by District to supervise the Services.



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**V. The total compensation for the Services shall be provided for in the WAL(s) issued subsequent to this Agreement.**

**VI. Compensation Upon Termination.** In the event that District suspends or terminates this Agreement, the WAL or any of the Services pursuant to Section 11 or Section 12a of the Agreement, District will pay Consultant as provided herein and the WAL for all Services and authorized Additional Work actually performed, and all authorized reimbursable expenses actually incurred and paid, under and in accordance with this Agreement and the WAL, up to and including the date of suspension or termination; provided that such payments shall not exceed the amounts specified in the Agreement and the WAL as compensation for the Services completed, plus any authorized Additional Work and authorized reimbursable expenses completed prior to suspension or termination. No payment for demobilization shall be paid unless District at its sole discretion determines that demobilization or other compensation is appropriate. After a notice of termination is given, Consultant shall submit to District a final claim for payment, in the form and with certifications prescribed by District. Such claim shall be submitted promptly, but in no event later than forty (40) calendar days after the Termination Date specified on the notice of termination. Such payment shall be Consultant's sole and exclusive compensation and District shall have no liability to Consultant for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

- Not Project Related  
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**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-132**

**INSURANCE**

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

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

- (1) Commercial General Liability coverage of not less than two million dollars (\$2,000,000) aggregate and one million dollars (\$1,000,000) per occurrence.
- (2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).
- (3) Insurance coverage should include:
  1. owned, non-owned and hired vehicles;
  2. blanket contractual;
  3. broad form property damage;
  4. products/completed operations; and
  5. personal injury.
- (4) Workers' Compensation insurance as required by the laws of the State of California.
- (5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) aggregate.
- (6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

Not Project Related

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**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-132**

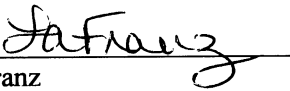
**CONFLICT OF INTEREST CHECK**

Bylaws of the Board 2030(C)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with District's Conflict of Interest Code (commencing with Bylaws of the Board 2030 BB).

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

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

Date: 11-20-13

By:   
Lisa A. Franz  
Director, Purchasing

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**EXHIBIT "E"**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-132**

**BACKGROUND CHECK AND FINGERPRINTING PROCEDURES  
FOR CONTRACTORS**

The successful Bidder will be required to assure that its employees, subcontractors of any tier, material suppliers, and consultants do not have direct contact with the District's students during the performance of the Contract in compliance with Education Code §§ 45125.1 and 45125.2. To assure these provisions, the successful Bidder's supervisor shall be fingerprinted, and proof of same shall be provided to the District prior to start of on-site work. The supervisor will monitor the workers' conduct while on school grounds. In addition, the successful Bidder shall barricade the Work area to separate its workers from the students. Costs associated with this process are the responsibility of the successful Bidder.

The Contractors' construction supervisors or their unsupervised employees who will be working outside of fenced areas during the school hours **must** have submitted a fingerprint identification card to the Department of Justice (DOJ) and have a proof of clearance in the form of an affidavit filed in the Oxnard School District's Purchasing Office **prior to** the start of the Work.

California Education Code §§45125.1 and 45125.2 require that criminal checks be completed for contractors (Contracting Firm) who provide architectural, construction, janitorial, administrative, landscape, transportation, food-related, or other similar services to school districts.

The undersigned does hereby certify to the Board of Trustees of the Oxnard School District as follows:

That I am a representative of the Contractor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken the following actions with respect to the construction Project that is the subject of the Contract:

1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor's employees and District pupils at all times (mandatory for all Projects); AND
2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor's employees and of all its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

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3. Pursuant to Education Code §45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of each employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

AND/OR

4. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: 10/31/13

Proper Name of Contractor: Tetra Tech, Inc.

Signature: Randy Westhaus

By: Randy Westhaus

Its: Director

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**EXHIBIT "F"**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-132**

**SCOPE OF SERVICES– CEQA/DTSC COMPLIANCE**

**The CEQA/DTSC Compliance Consultant's Scope of Work includes, but is not limited to, the following:**

Consultant shall ensure that the project sites are thoroughly studied and analyzed regarding environment impact and presence of toxins, and that all required mitigation and abatement requirements are fully identified and filed with the State of California. All work by this consultant must be performed in accordance with Division of State Architect (DSA), California Department of Education (CDE), California Department of Toxic Substances Control (DTSC), California Environmental Quality Act (CEQA), California Occupational Safety and Health Administration (Cal-OSHA), and all other agencies having jurisdiction.

- a. Confirmation of categorical exemption status and/or required environmental reporting of assigned projects.
- b. Preparation and public review of an Initial Study and Mitigated Negative Declaration to fulfill the environmental review requirements under CEQA, including adoption of final IS/MND, Mitigation Monitoring & Reporting Program, and Findings as required under CEQA and CA Ed. Code 17213;
- c. Preparation of a Phase I Environmental Site Assessment as the initial task to comply with California Department of Toxic Substances Control (DTSC) and California Department of Education (CDE) requirements; and
- d. Completion of a school siting safety screening evaluation as required by CDE for new school site acquisition.

**1. Project Initiation:**

- a. Following the assignment of the project and approval of work authorization, the consultant shall meet with District representatives to discuss project compliance with the California Environmental Quality Act (CEQA) and DTSC requirements. The meeting agenda shall include the following items:
  - i. Introduction of District staff and consultant's representatives who will perform the work
  - ii. Discussion of potentially significant environmental issues, emphasis on controversial issues
  - iii. Discussion of preliminary calendar of events
  - iv. Discussion of preliminary distribution list for notices and CEQA documents
  - v. Discussion of preliminary budget

**2. Calendar of Events:**

- a. The consultant shall provide the District with a proposed calendar of events that show the following:
  - i. Date due
  - ii. Date complete
  - iii. Description of event
  - iv. Responsible party
  - v. Related documents and activities

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**3. DTSC Compliance:**

- a. Coordination & correspondence with DTSC.
- b. Completion of Phase I Environmental Site Assessment (ESA) in accordance with ASTM standard 1527-05, including records review, site reconnaissance, interviews, and report preparation. ESA shall also include all requirements per DTSC Draft School Environmental Assessment Manual (SEAM) published August 2008 – or per updated documents published more recently.
- c. Coordination with DTSC for review of ESA
- d. Completion of a draft PEA work plan to expedite DTSC review process.
- e. Completion of Phase II Sampling Program, as required by DTSC, and completion of the Preliminary Environmental Assessment (PEA)
- f. Coordination & Correspondence with the California Dept. of Education (CDE) to ensure compliance with CDE site safety checklist, completion of all required CDE forms and all other CDE site approval requirements, including but not limited to:
  - i. High Voltage Power Transmission Lines
  - ii. Airports
  - iii. Hazardous Air Emissions and Facilities Within a Quarter Mile
  - iv. Railroads
  - v. Pressurized Gas, Gasoline, or Sewer Pipelines
  - vi. High-Pressure Water Pipelines, Reservoirs, Water Storage Tanks
  - vii. Major Roadways
  - viii. Tsunami, Flood, and Dam Inundation
  - ix. EMF Frequencies

**4. Initial Study/Notice of Preparation/Scoping Meeting:**

- a. The consultant shall prepare a comprehensive project description which will form the basis for environmental evaluation under CEQA.
- b. The consultant shall analyze the project and prepare a Draft Initial Study (IS) to identify potentially significant environmental issues.
  - i. The Initial Study shall include:
    - Introduction & Environmental Setting – Purpose of study & general description of existing geographic character and immediate site vicinity.
    - Environmental Impact Analysis – Prepared per CEQA environmental checklist form. Where possible, impacts to be quantified or reasonable assumptions will be declared to forecast potential impacts. Standard mitigation measures will be incorporated.
- c. The consultant shall incorporate the IS into a notice of preparation (NOP) of CEQA documents for circulation among the public.
- d. The consultant shall prepare a proposed distribution list for CEQA documents.
- e. The consultant shall facilitate one or more scoping meetings.
- f. The consultant, subsequent to closure of the 30 day NOP review period, shall prepare a memorandum to the District summarizing the issues raised during the review period, including scoping meetings. The memorandum shall identify those issues that should be incorporated into the CEQA documents. The consultant shall recommend to the District whether additional analysis, outside of this scope of work, is necessary to address any issue.



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**5. Negative Declaration:**

- a. Should the District and the consultant conclude that the preparing of a negative declaration meets the requirements of CEQA, the consultant shall prepare and circulate the negative declaration to responsible government agencies, interested parties and the public for comment.
- b. The consultant shall prepare proposed written responses to comments by responsible government agencies, interested parties and the public for the District's review. The consultant shall distribute the District approved written responses to the persons and entities on the distribution list.

**6. Mitigated Negatives**

- a. Should the District and the consultant conclude that the preparing of a mitigated negative declaration (MND) is necessary to meet the requirements of CEQA, the consultant shall prepare the MND and recommended mitigation measures and a mitigation monitoring and reporting plan to reduce project impacts to below a level of significance and distribute same to responsible government agencies, interested parties and the public for comment.
- b. The Consultant shall facilitate publication/posting, circulation, and distribution to commenting agencies and interested groups/individuals, including preparation & distribution of Notice of Availability, and preparation of newspaper publication notices. All publication to be in accordance to CEQA guidelines section 15072.
- c. The consultant shall prepare and circulate written responses to comments by responsible government agencies, interested parties and the public.

**7. Environmental Impact Report:**

- a. Should the District and the consultant conclude that an environmental impact report (EIR) is necessary to meet the requirements of CEQA, the consultant shall prepare a Draft EIR. The Draft EIR shall incorporate relevant parts of technical studies such as the Preliminary Endangerment Assessment (PEA), geological reports, historical resources evaluations and investigative reports about developed and undeveloped real property contiguous to the project in addition to the following topics:
  - i. Aesthetics. Light and glare generated by the project from athletic fields, parking lots and security lights that may have significant impacts on surrounding real property and, if the real property has been developed as residential, the residential character of the area. The consultant shall use the conceptual site plan to determine the location of school facilities and potential light and glare impacts to the surrounding areas.
  - ii. Agriculture Resources. The EIR shall account for the existing use or past use of the project site for agricultural purposes.
  - iii. Air Quality. The consultant shall prepare a technical air quality analysis consistent with the requirements of the South Coast Air Quality Management District (SCAQMD). All technical calculations shall be provided as an appendix to the EIR. Background traffic volumes and level of service calculations developed as part of the traffic/circulation analysis shall be used in preparing this technical analysis. The analysis shall describe ambient air quality and evaluate construction emissions, regional emissions, and local carbon monoxide emissions, consistent with CEQA air quality analysis standards.
  - iv. Biological Resources. The EIR shall account for sensitive biological resources on the project site and if there are whether the project has the potential to cause impacts to biological resources.

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- v. Cultural/Paleontological Resources. The EIR shall contain a summary of historic resources evaluation findings. A report of historic resources evaluation shall be included in the EIR as an appendix. This EIR section shall include discussion of possible archaeological and paleontological resources, if any.
- vi. Geology and Soils. The EIR shall contain a summary of the geology and soils investigation report. A copy of the geology and soils investigation report shall be included in the EIR as an appendix.
- vii. Hazards and Hazardous Materials. The EIR shall contain a summary of the hazards investigations report. A copy of the hazards investigations report shall be included in the EIR as an appendix.
- viii. Hydrology and Water Quality. The EIR shall contain a summary of the hydrology or water quality report. A copy of the hydrology or water quality report shall be included in the EIR as an appendix.
- ix. Land Use and Planning. The EIR shall contain findings by the consultant of whether the project is consistent with the general plan of each jurisdiction within which the project site is located.
- x. Noise
  - The EIR shall contain a technical noise analysis prepared by the consultant that shall identify the impacts, if any, on sensitive land uses adjacent to the proposed project site. This report shall be summarized in the EIR and attached to the EIR as an appendix. This report shall take into consideration background daily traffic volumes, including existing and future baseline condition vehicular trips and project daily trip generation from the traffic/circulation analysis, shall be used in preparing this technical analysis.
  - The noise analysis shall address the baseline noise conditions and shall provide a quantitative analysis of construction noise, as well as operational noise generated by vehicle traffic and athletic field events. Mitigation measures shall be recommended to reduce impacts to below a level of significance.
- xi. Population and Housing
  - The EIR shall contain a description of the current population, housing, and employment characteristics for the jurisdiction in which the project site is located based on data from the jurisdiction's general plan or more recent Southern California Association of Governments (SCAG) projections, or most recent census data.
  - The consultant shall characterize the District's student enrollment characteristics and projections based on the District's Facilities Master Plan. The consultant shall evaluate these characteristics, how they are affected by the proposed project, how they relate to the controlling jurisdiction's general plan land use designations for the project site, and the levels of development allowed under the current designation.
- xii. Public Services and Utilities
  - The EIR shall contain an evaluation of the project's requirement for the extension of infrastructure to the project site for all required utilities such as water, electricity, telecommunications and sewerage.
  - The EIR shall contain an evaluation of the age and condition of existing infrastructure in the vicinity of the project site for all required utilities such as water, electricity, telecommunications and sewerage and a determination of whether substantial improvements to that infrastructure may be necessary and should be evaluated.

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- In addition to responses provided during the NOP review period, existing purveyors of public services and utilities shall be contacted by the consultant to ascertain the location and capacity of their facilities, to identify expansion plans, and to identify potential demand by the proposed project. Based on discussions with service providers, the consultant shall determine potential project impacts and identify mitigation.
- The EIR shall include an analysis of the existing recreational facilities in the area of the project site.

- xiii. Vehicular Traffic Volume and Circulation. The Draft EIR shall contain a Traffic Impact Analysis (TIA) for the project prepared by the consultant that shall be summarized in the body of the Draft EIR. The report shall be included as an appendix to the EIR. The TIA report shall analyze on-site vehicular and pedestrians circulation as well as impacts to the surrounding street system. The TIA report shall take into consideration any vacation of streets. Mitigation Monitoring and Reporting Plan. The Draft EIR shall include a mitigation monitoring and reporting plan as an appendix to the EIR.
- xiv. Documents Mandated by CEQA. The EIR shall contain the following CEQA mandated findings in addition to the requirements outlined above:
- Cumulative impacts
  - Growth inducing impacts
  - Any significant irreversible environmental changes that, would be involved in the proposed action should it be implemented
  - Unavoidable adverse impacts
  - Alternatives Analysis - the consultant, based on information provided by the District shall provide an alternative analysis of possible project alternatives that were considered in addition to the required No Project Alternative.
- xv. Executive Summary. The Draft EIR shall include a reader friendly, non-technical executive summary.
- xvi. Mitigation Monitoring and Reporting Plan. The Draft EIR shall include a mitigation monitoring and reporting plan as an appendix to the EIR.

**8. Review of Draft EIR by District Prior to Circulation:**

- a. The consultant shall meet in a workshop format with the District's staff to discuss comments on the Draft EIR received during the public review period. This meeting will provide a forum to resolve all issues in an expedited manner the objective being to avoid multiple rounds of review, correction, and re-review by the District and the consultant.
- b. Following the meeting referred to above, the consultant shall make revisions to the document and it's supporting technical studies. After revising the Draft EIR, the consultant shall prepare an executive summary, which shall consist of a tabular summary of project impacts and mitigation measures and a determination of each impact's significance following mitigation. The executive summary shall contain a brief project description, controversial issues to be resolved, and a brief description of project alternatives.

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**9. Response to Comments on EIR During Public Review Period:**

- a. During the public review period, the consultant shall log in the comments and shall review the comments on the Draft EIR as they are received by the consultant.
- b. The consultant shall prepare proposed responses to comments on the Draft EIR in a style that is reader friendly, non-technical and communicates effectively to the public. All comments on the Draft EIR shall be considered for responses whether or not the subject of the comment is required in the Draft EIR. The consultant may recommend to the District the appropriate person/entity to prepare draft responses to comments on the Draft EIR.

**10. Resolution; Findings of Fact; Statement of Overriding Considerations:**

- a. The consultant shall prepare Findings of Fact that support the conclusions of the proposed Final EIR.
- b. The consultant shall prepare the related resolution for adoption by the Board of Education that certifies that the Final EIR as adequate and complete.
- c. If the proposed Final EIR identifies significant unavoidable impacts, the consultant shall prepare a Statement of Overriding Considerations.
- d. The Finding of Fact and the Statement of Overriding Considerations shall be such that they meet the requirements of Sections 15091 through 15093 of the State CEQA Guidelines, and fully address all facts and findings, project benefits, and project impact and benefit balancing considerations required of a statement of overriding considerations

**11. Advertisement of Documents and Entering CEQA Documents into Public Records:**

- a. Consultant shall be responsible for the timely advertising and distribution of all public notices and other documents related to project compliance with CEQA.
- b. Consultant shall be responsible for the timely filing of CEQA documents with government agencies such as the State Clearinghouse, County Recorder and Clerk of the Board of Supervisors to enter the documents into the public record. If time is of the essence in the filing of CEQA documents, consultant shall, as a reimbursable expense, advance filing fees and reasonable costs.

**12. Project Management and Attendance at Progress Meetings:**

- a. The consultant shall assume an active project management role. The consultant shall attend various project meetings and communicate and coordinate with government agencies, interested parties and the public as is typically required by the CEQA compliance process for similar projects and as requested by the District.
- b. The consultant shall be responsible for developing the work schedule, keeping the process on schedule and keeping the process within budget.
- c. The consultant's project manager shall establish and maintain ongoing verbal communication with the District. Additionally, the project manager shall prepare any writings requested by the District.
- d. In addition to those meetings shown in the work schedule, the consultant shall attend other meetings as may be requested by the District. Consultant's representatives at meetings shall be competent to address issues reasonably contemplated to be discussed among attendees.

**13. Progress Reports:**

- a. A progress report shall accompany the monthly invoice that shows the following:
  - i. Summary of work completed during the previous month as it relates to the work schedule

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- ii. Summary of work to be completed during the current month as it relates to the work schedule
- iii. Discussion of problem areas or project issues.

#### 14. Reports:

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

- a. All progress reports, studies, final reports, and other documentation as indicated above, or as required by CEQA, DSA, DTSC, or any other agency having jurisdiction.
- b. Proof of all required submittal/filing of environmental studies and reports to the State of California.
- c. Completion of all required resolutions, adoptions, approval forms, etc. to ensure that environmental studies are duly accepted by the Board of Trustees and filed with appropriate local & state agencies.
- d. Completion of a school siting safety screening evaluation as required by CDE for new school site acquisition, and preparation of CDE required documentation for site approval application submittal.

#### 15. Time

**NTP + 7 days:** Consultant shall submit to the District a comprehensive calendar of services, studies, and analyses required to complete the CEQA/DTSC environmental reporting requirements, as indicated in the “Calendar” scope section above.

**NTP + 30 days:** Consultant shall submit to the District draft Phase I ESA document.

**NTP + 45 days:** Consultant shall submit draft IS/MND report for District review.

**NTP + 60 days:** Consultant shall submit confirmation of completion of 30-day DTSC review cycle.

**NTP + 90 days:** Consultant shall submit final Phase I ESA incorporating all DTSC comments & revisions.

**NTP + 120 days:** Consultant shall complete the entire IS/MND process, including publication of final IS/MND report, 30-day public comment period, and preparation of draft Phase I ESA.

**Final Phase I ESA + 90 days:** Consultant shall submit, and confirm final DTSC approval of PEA report.

All required public posting guidelines and other timelines are to be considered and incorporated within the above milestones to the extent possible. In no way are the required dates above intended to supersede legal posting requirement for public review, public comment, or other required review periods.

#### 16. Accuracy Standards

Precision of the all required reports and recommendations shall be in accordance with the professional standard of care to be expected of professional CEQA/DTSC consultants licensed to practice in the State of California.

- Not Project Related
- Project #13-132

**EXHIBIT "G"**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-132**

**INVOICE APPROVAL LETTER & BILLING COVER SHEET**

DATE:

**Project No. \_\_\_:** [INSERT PROJECT NAME]

**Consultant:** Tetra Tech, Inc. ("Tetra Tech")

---

Tetra Tech has submitted Invoice No. \_\_\_\_\_ for review by the District's Program Manager, Caldwell Flores Winters, Inc. ("CFW"), and Assistant Superintendent of Business Services, Lisa Cline.

By signing below, a representative of Tetra Tech, hereby certifies that the invoice submitted is a true and accurate reflection of the work performed to date, is an accurate representation of the percent work completed for the phase identified in the invoice, and that the invoice submitted does not include any charges for services that have been previously paid, or rejected by the District and/or CFW.

\_\_\_\_\_  
Tetra Tech, Inc. Date

The invoice has been reviewed by the following and is recommended for payment:

\_\_\_\_\_  
Caldwell Flores Winters, Inc. Date

\_\_\_\_\_  
Oxnard School District Date  
Lisa Cline, Assistant Superintendent,  
Business and Fiscal Services



- Not Project Related  
 Project #13-132

### Consultant/Vendor Billing Instructions

#### Invoice Cover Sheet Set-Up.

- 1 See "billing tab" below for spreadsheet, these are the instructions
- 2 Enter Project Site name, DSA project number, Project Type, Invoice #, Date, Your Company Name, fax, phone, etc...
- 3 Enter PO # (Purchase Order #) provided to you when contract issued.
- 4 Feel free to include your company logo if you wish
- 5 Enter approved contract agreements, amendments, re-imbursables, allowances, etc. for which you are billing. Include summary scope of work. Enter "Cost Code" provided to you by Program Manager.
- 6 If you wish to break the contract work items down into portions that you would typically separate for progressive payments, please do that now. If your contract allows re-imbursables in addition to contract fee, please separate these values. If you require more line items to complete this step, please highlight the entire last row by clicking on the grey row # at left, press CTRL+C to copy row, right click grey row # immediately below, select "Insert Copied Cells". This can be repeated as many times as necessary. Multiple rows can be copied: inserted in a single step by highlighting multiple rows prior to copying.

#### First Billing.

- 5 **IMPORTANT!** When you are entering costs for your first billing, enter values (dollar amounts) ONLY into the green column. The percentages will change automatically. **NOTE: Select the (% Complete) billing tab if you prefer to track your billings based on total project % complete. Once % complete is entered, billable amount will populate automatically. Select the (lump sum) billing tab if you prefer to track your billings as a lump sum billable amount to date. Once lump sum amount is entered, % complete will populate automatically.**
- 6 Send invoice based on the Dollar value at the PRE-RETENTION value, if applicable.

#### Subsequent Billings

- 7 Manually input the dollar values from the "cost completed to date" column into the blue "total previous billings" column
- 8 Enter the corresponding dollar values, % complete values into the green column for total work complete to date.
- 9 Submit a conditional release waiver with the billing. Submit signed pay request certification form.
- 10 Email (tmiddlestadt@cfvinc.com), or mail to the CFW Oxnard office at 1901 Victoria Ave, Suite 106 Oxnard, CA 93035. Please allow 4-6 weeks for invoice processing prior to payment.
- 11 Please note that invoice amounts which exceed remaining contract balance will not be processed, and will be returned to Vendor pending additional contract agreement(s). Incorrect contract amounts, cost codes, or other errors & miscalculations can delay/prevent processing of payment.

**NOTE:** All Consultant/Vendor invoices must be accompanied by this worksheet to ensure proper payment. Invoices without this worksheet may be rejected and may delay payment until the next billing cycle or until the spreadsheet becomes accurate. Invoices not received by the 25<sup>th</sup> may be delayed until the next billing cycle. Contact the Program Manager with any questions regarding billing values, or any other information required, prior to submitting a billing.





# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
10/30/2013

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

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

<b>PRODUCER</b> Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Tetra Tech, Inc. 1576 Sherman St., Suite 100 Denver CO 80203 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> National Union Fire Ins Co of Pittsburgh		19445
	<b>INSURER B:</b> Insurance Co of the State of PA		19429
	<b>INSURER C:</b> Lexington Insurance Company		19437
	<b>INSURER D:</b> AIG Europe Limited		AA1120841
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES**      **CERTIFICATE NUMBER: 570051834152**      **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC			GL5142623	10/01/2013	10/01/2014	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA 327 52 65	10/01/2013	10/01/2014	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$100,000			TH1300027	10/01/2013	10/01/2014	EACH OCCURRENCE	\$1,000,000
							AGGREGATE	\$1,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC15656017 WC15656011 WC15656012	10/01/2013 10/01/2013 10/01/2013	10/01/2014 10/01/2014 10/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
B							E.L. EACH ACCIDENT	\$1,000,000
B							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
B							E.L. DISEASE-POLICY LIMIT	\$1,000,000
C	Contractor Prof			028182375	10/01/2013	10/01/2014	Each Claim	\$5,000,000
							Aggregate	\$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 RE: Project Number: 13-132. Oxnard School District is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. Stop Gap Coverage for the following states: OH, ND, WA, WY.

### CERTIFICATE HOLDER

Oxnard School District  
 Attn: Lisa Cline  
 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

*Aon Risk Insurance Services West, Inc.*

Holder Identifier : FGH

Certificate No : 570051834152



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2013 forms a part of  
Policy No. GL 514 26 23

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL  
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within [ 30 ] days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

Form 107414

107414 (03/11)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2013

forms a part of

Policy No. CA 327 52 65

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL  
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the Insurer cancels this policy for any reason other than non-payment of premium, and

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2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the Insurer, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the Insurer received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the Insurer,

the Insurer will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within [ 30 ] days after the **First Named Insured** provides such information to the Insurer; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the Insurer.

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2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

Form 107414

107414 (03/11)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ENDORSEMENT**

This endorsement, effective 12:01 A.M. 10/01/2013 forms a part of

Policy No. WC 1565 60 17

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL  
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

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2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

Form 107414

107414 (03/11)

BOARD AGENDA ITEM

**Name of Contributor(s):** Dr. Robin Freeman

**Date of Meeting:** December 9, 2015

Closed Session:

- A. Preliminary \_\_\_\_\_
- B. Hearing: \_\_\_\_\_
- C. Consent Agenda \_\_\_\_\_
- D. Action Items   X
- E. Reports/Discussion Items (no action) \_\_\_\_\_
- F. Board Policies 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Consideration of Approval of Resolution #15-22 Amending Transitional Kindergarten/  
Kindergarten Enrollment for the 2016-2017 School Year.**

---

The District seeks to improve the Transitional Kindergarten/Kindergarten enrollment procedure for the 2016/2017 school year by clarifying the process and de-emphasizing the “date of enrollment” as a determining factor in enrollment throughout District schools.

The Resolution proposes the following procedure for Transitional Kindergarten and Kindergarten registration beginning in January 2016:

- A. The Transitional Kindergarten/Kindergarten enrollment period will be from January 19, 2016 through March 17, 2016 (“TK/K Enrollment Period”).
- B. New Transitional Kindergarten/Kindergarten students who have one or more older siblings attending a school will be given first priority for placement if an older sibling is currently enrolled and will be attending that school in the upcoming school year and space exists at that school. (“First Priority”)
- C. New Transitional Kindergarten/Kindergarten students, enrolled during the TK/K Enrollment Period, who reside in the former Attendance Area for the school will be given second priority for placement. (“Second Priority”)
- D. If all of the new Transitional Kindergarten/Kindergarten students with First and/or Second Priority cannot be accommodated at the school, the enrollment of students shall be determined by random lottery. The random lottery will occur on or before April 15, 2016. Parent/Guardians of New Transitional Kindergarten/Kindergarten students will be informed of their student’s placement on or before April 15, 2016.
- E. New Transitional Kindergarten and Kindergarten students with First and/or Second Priority, who are not enrolled at a school through the lottery shall be placed on a waiting list in the order selected from the lottery. Openings that occur after the school year begins will be offered to students on the waiting list for each school.
- F. New Transitional Kindergarten/Kindergarten students who enroll after the TK/K Enrollment Period ends shall be enrolled in available school sites based on date of registration. Students with First and Second Priority who enroll after the TK/K Enrollment Period may also be added to a school waiting list, after the students who participated in the lottery, based on the date of registration.

**FISCAL IMPACT:**

None.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the Resolution Amending Transitional Kindergarten/Kindergarten Enrollment Procedures for the 2016-2017 School Year.

**ADDITIONAL MATERIAL(S):**

- Resolution #15-22 Amending Transitional Kindergarten/Kindergarten Enrollment Procedure for the 2016-2017 School Year.

BEFORE THE BOARD OF TRUSTEES OF THE  
OXNARD SCHOOL DISTRICT  
VENTURA COUNTY, CALIFORNIA

**RESOLUTION NO. 15-22**

**RESOLUTION OF AMENDMENT TO OXNARD SCHOOL DISTRICT'S  
TRANSITIONAL KINDERGARTEN/ KINDERGARTEN ENROLLMENT  
PROCEDURES FOR THE 2016-2017 ENROLLMENT PROCESS**

WHEREAS, Oxnard School District (District) currently enrolls Transitional Kindergarten and Kindergarten students based on the date of enrollment and attendance area for each school until the school is full; and

WHEREAS, the reliance of the "date" of enrollment has caused a number of challenges in the enrollment process; and

WHEREAS, the District wishes to improve the Transitional Kindergarten/Kindergarten enrollment procedure for the 2016-2017 school year by clarifying the process and de-emphasizing the "date of enrollment" as a determining factor in enrollment throughout the District.

NOW, THEREFORE, BE IT RESOLVED that the following procedures will be implemented for Transitional Kindergarten and Kindergarten registration beginning in January 2016:

- A. The Transitional Kindergarten/Kindergarten enrollment period will be from January 19, 2016 through March 17, 2016 ("TK/K Enrollment Period").
- B. New Transitional Kindergarten/Kindergarten students who have one or more older siblings attending a school will be given first priority for placement if an older sibling is currently enrolled and will be attending that school in the upcoming school year and space exists at that school. ("First Priority")
- C. New Transitional Kindergarten/Kindergarten students, enrolled during the TK/K Enrollment Period, who reside in the former Attendance Area for the school will be given second priority for placement. ("Second Priority")
- D. If all of the new Transitional Kindergarten/Kindergarten students with First and/or Second Priority cannot be accommodated at the school, the enrollment of students shall be determined by random lottery. The random lottery will occur on or before April 15, 2016. Parent/Guardians of New Transitional Kindergarten / Kindergarten students will be informed of their student's placement on or before April 15, 2016.
- E. New Transitional Kindergarten and Kindergarten students with First and/or Second Priority, who are not enrolled at a school through the lottery shall be placed on a waiting list in the order selected from the lottery. Openings that occur after the school year begins will be offered to students on the waiting list for each school.

- F. New Transitional Kindergarten/Kindergarten students who enroll after the TK/K Enrollment Period ends shall be enrolled in available school sites based on date of registration. Students with First and Second Priority who enroll after the TK/K Enrollment Period may also be added to a school waitlist, after the students who participated in the lottery, based on the date of registration.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Board of Trustees of the Oxnard School District temporarily suspends any part of Board Policy 5116 that conflicts with the procedure outlined above and authorizes the District Superintendent or the Superintendent's designee to implement the new Transitional Kindergarten/Kindergarten procedure for the 2016-2017 school year. The District Superintendent or the Superintendent's designee is further authorized to take any other actions necessary to implement the intent of this Resolution.

This Resolution was adopted at a duly called regular meeting of the Board of Trustees of the Oxnard School District held this \_\_\_ day of December, 2015.

AYES: \_\_\_\_\_  
NOES: \_\_\_\_\_  
ABSENT: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_

---

President of the Board of Trustees  
Oxnard School District  
Ventura County, California

I, \_\_\_\_\_, 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 during its meeting held on the \_\_\_ day of December, 2015.

---

Clerk of the Board of Trustees  
Oxnard School District  
Ventura County, California



BOARD AGENDA ITEM

Name of Contributor: Robin I. Freeman

Date of Meeting: 12/9/15

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

**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 (2 page)

**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 2015

(UNLESS OTHERWISE INDICATED, ALL MEETINGS ARE HELD ON THE FIRST AND THIRD **WEDNESDAY** OF EACH MONTH IN THE BOARD ROOM AT THE DISTRICT OFFICE, 1051 SOUTH ‘A’ STREET, STARTING AT 7:00 PM)

January	21	Regular Board Meeting (Note: only ONE meeting in January)
February	4	Regular Board Meeting
	18	Regular Board Meeting
March	4	Regular Board Meeting
	18	Regular Board Meeting
April	15	Regular Board Meeting (Note: only ONE meeting in April)
May	6	Regular Board Meeting
	20	Regular Board Meeting
June	3	Regular Board Meeting
	24	Regular Board Meeting
July		District Dark – No meeting in July
August	5	Regular Board Meeting
	<b>26</b>	<b><i>Regular Board Meeting</i></b>
September	2	Regular Board Meeting
	16	Regular Board Meeting
October	7	Regular Board Meeting
	21	Regular Board Meeting
November	4	Regular Board Meeting (Note: only ONE meeting in November)
December	9	Regular Board Meeting – Organizational Meeting of the Board (Note: only ONE meeting in December)

*The meeting schedule shown above is subject to change at any time.*

***NOTE: Changes are indicated in italics/bold.***

Board Revised: 05-20-15  
Board Approved: 12-10-14

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